



# CITY OF COSTA MESA

## REGULAR CITY COUNCIL AND HOUSING AUTHORITY\*

### Agenda

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Tuesday, May 6, 2025

6:00 PM

City Council Chambers  
77 Fair Drive

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

Council Member Marr will be attending the meeting via Zoom Webinar from:  
Hyatt House Richmond/Short Pump  
11800 West Broad Street, Suite 1098  
Henrico, Virginia 23233

The City Council meetings are presented in a hybrid format, both in-person at City Hall and as a courtesy virtually via Zoom Webinar. If the Zoom feature is having technical difficulties or experiencing any other critical issues, and unless required by the Brown Act, the meeting will continue in person.

TRANSLATION SERVICES AVAILABLE / SERVICIOS DE TRADUCCIÓN DISPONIBLE  
Please contact the City Clerk at (714) 754-5225 to request language interpreting services for City meetings. Notification at least 48 hours prior to the meeting will enable the City to make arrangements.

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

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

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

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

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

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/89982812676?pwd=oX6BGzSScr92QUVyg1m0SN8HSTnoqj.1>

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

Enter Webinar ID: 899 8281 2676/ Password: 772583

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

Participate via telephone: (For both 4:00 p.m. and 6:00 p.m. meetings)

Call: 1 669 900 6833 Enter Webinar ID: 899 8281 2676/ Password: 772583

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

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

Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the City Clerk at [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov).

Any written communications, photos, or other materials for copying and distribution to the City Council that are 10 pages or less, can be e-mailed to [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov), submitted to the City Clerk’s Office on a flash drive, or mailed to the City Clerk’s Office. Kindly submit materials to the City Clerk AS EARLY AS POSSIBLE, BUT NO LATER THAN 12:00 p.m. on the day of the meeting.

Comments received by 12:00 p.m. on the day of the meeting will be provided to the City Council, made available to the public, and will be part of the meeting record.

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

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

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

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

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

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

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

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

**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 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
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 Police Association (CMPA)
3. 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 Police Management Association (CMPMA)
4. 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 City Employees Association (CMCEA)
5. 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 Unit

6. CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
Pursuant to California Government Code Section 54956.8  
APN: 424-051-23; Property: 778 Shalimar Drive, Costa Mesa, CA 92627  
Agency Negotiators: Lori Ann Farrell Harrison, City Manager  
Negotiating Parties: Dominic Bulone  
Under Negotiation: Price and Terms of Payment
7. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATION OF LITIGATION - ONE  
CASE  
Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.
8. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Pursuant to California Government Code Section 54957, (b)(1)  
Title: City Manager

**REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY**

**MAY 6, 2025 – 6:00 P.M.**

**JOHN STEPHENS**  
Mayor

**MANUEL CHAVEZ**  
Mayor Pro Tem - District 4

**ANDREA MARR**  
Council Member - District 3

**ARLIS REYNOLDS**  
Council Member - District 5

**LOREN GAMEROS**  
Council Member - District 2

**JEFF PETTIS**  
Council Member - District 6

**MIKE BULEY**  
Council Member - District 1

**KIMBERLY HALL BARLOW**  
City Attorney

**LORI ANN FARRELL HARRISON**  
City Manager

**CALL TO ORDER**

**NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**

**MOMENT OF SOLEMN EXPRESSION**

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

**ROLL CALL**

**CITY ATTORNEY CLOSED SESSION REPORT**

**PRESENTATIONS:**

1. Proclamation: National Bike Month

**PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA**

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

**COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS**

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

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

**REPORT – CITY MANAGER**

**REPORT – CITY ATTORNEY**

**CONSENT CALENDAR**

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

1. [PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL 25-275 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](#) [25-276](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Southern California Edison, Mercury Insurance Company (Robert Wolfshagen), Ali Berri, Parker Bittner, Karen Franco, Cathy Jo Liebel.

3. [\*\*ADOPTION OF WARRANT RESOLUTION\*\*](#) [\*\*25-269\*\*](#)

RECOMMENDATION:

City Council approve Warrant Resolution No. 2733.

**Attachments:** [1. Summary Check Registration 4-3-25](#)  
[2. Summary Check Registration 4-10-25](#)  
[3. Summary Check Registration 4-17-25](#)

4. [\*\*MINUTES\*\*](#) [\*\*25-277\*\*](#)

RECOMMENDATION:

City Council approve the minutes of the regular meeting of April 15, 2025.

**Attachments:** [1. 04-15-2025 Draft Minutes](#)

5. [\*\*ALERTOC MEMORANDUM OF UNDERSTANDING \(MOU\) BETWEEN THE CITY OF COSTA MESA AND THE COUNTY OF ORANGE\*\*](#) [\*\*25-271\*\*](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Memorandum of Understanding (MOU) between the City of Costa Mesa and the County of Orange to allow the use of the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operations Guidelines and vendor-provider agreements, commencing on December 30, 2024, through December 30, 2029.
2. Authorize the City Manager and/or her designee to execute and manage the MOU on behalf of the City of Costa Mesa.

**Attachments:** [1. 2024 MOU AlertOC Final Sheriff Approved](#)  
[2. Exhibit A - MA-060-25010178 Everbridge Inc](#)  
[3. Exhibit B - AlertOC Policy](#)  
[4. Exhibit C - Individual User Agreement](#)

6. [FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS - 25-274 ADAMS AVENUE TO FAIR DRIVE](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Onward Engineering for professional engineering design services for the Fairview Road Active Transportation Improvements - Adams Avenue to Fair Drive project (Federal Project No. STPL-5312(109)) in the amount of \$313,081, in final form approved by the City Attorney.
2. Authorize a ten percent (10%) contingency in the amount of \$31,308 for any unforeseen costs that may be required by the project.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

**Attachments:** [1. Proposed PSA with Onward Engineering](#)

7. [PROPOSED BUSINESS IMPROVEMENT AREA \(BIA\) 25-281 REAUTHORIZATION AND INTENTION TO LEVY AN ANNUAL ASSESSMENT](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the 2024-2025 Annual Report for the Business Improvement Area (BIA) (Attachment 1).
2. Receive and file the audited financial report for Fiscal Years Ended June 30, 2024 and June 30, 2023 (Attachment 2).
3. Adopt the Resolution declaring the City's intention to levy an annual assessment for Fiscal Year 2024-25 for the Business Improvement Area covering certain Costa Mesa hotels and motels and setting the time and place for a Public Hearing on the proposed annual assessment (Attachment 3).

**Attachments:** [1. TCM Annual Report](#)  
[2. FY Ending June 2024 Financial Audit](#)  
[3. Resolution No. 2025-XX Intent Business Improvement Area](#)  
[4. BIA Update for City Council 4.30.25](#)

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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. [APPEAL OF THE PLANNING COMMISSION'S DECISION TO 25-239 UPHOLD THE DIRECTOR OF DEVELOPMENT SERVICES DETERMINATION THAT CONDITIONAL USE PERMIT \(CUP\) PA-21-23 TO ESTABLISH A CANNABIS STOREFRONT LOCATED AT 1687 ORANGE AVENUE \(DBA KING'S CREW\) HAS EXPIRED](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Find that the appeal is not subject to the California Environmental Quality Act (CEQA) per California Public Resources Code Section 15268.
2. Uphold the Director of Development Services determination that Conditional Use Permit (CUP) PA-21-23 has expired pursuant to Costa Mesa Municipal Code Sections 13-29(k)(2) and CUP Condition of Approval No. 2.

**Attachments:** [Agenda Report](#)

- [1. Resolution](#)
- [2. Appeal Application](#)
- [3. Planning Commission Resolution](#)
- [4. Planning Commission Agenda Report](#)
- [5. Planning Commission Minutes](#)
- [6. Notice of Expiration of CUP](#)

**OLD BUSINESS: NONE.**

**NEW BUSINESS:**

1. [CAPITAL ASSET NEEDS \(CAN\) ORDINANCE EMERGENCY 25-283 EXCEPTION AND CAPITAL IMPROVEMENT PROGRAM \(CIP\) PROJECT DEFERRALS - FISCAL YEAR 2024-25](#)

RECOMMENDATION:

Staff requests the City Council:

1. Authorize the “Emergency Exception” clause of the Capital Asset Needs Ordinance under Section 2-209.2 (a)(2), Economic Downturn, for Fiscal Year 2024-25.
2. Provide direction on which approved projects may be deferred to help address the General Fund revenue shortfall resulting from the current economic downturn.
3. Approve a financial plan to reinstate the \$2.9 million in deferred projects by:
  - a. Prioritizing funding in FY 2025-26 if revenues exceed expectations, and if needed.
  - b. Reinstating the funding over a 10-year period for fiscal years that revenues exceed expenditures to ensure a fiscally sustainable General Fund budget.

**Attachments:** [1. Capital Asset Needs Code](#)  
[2. Capital Improvement Program](#)  
[3. Summary of Proposed Alternative Projects for Deferral](#)

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

**ADJOURNMENT**



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-275

**Meeting Date:** 5/6/2025

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**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

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**File #:** 25-276

**Meeting Date:** 5/6/2025

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**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: Southern California Edison, Mercury Insurance Company (Robert Wolfshagen), Ali Berri, Parker Bittner, Karen Franco, Cathy Jo Liebel.



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-269

**Meeting Date:** 5/6/2025

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**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. 2733.

**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. 25-08 On Cycle for \$3,997,709.63, and City operating expenses for \$3,732,978.85.

Bank: CITY  
 Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252902	04/04/25	P	Everett Dorey LLP	0000026882	23,733.50
		<i>Line Description:</i>	General Matter Srvs-Jan 25 Insight Psychology/Add Jan 25 Ohio House vs Cota Mesa Jan25 Costa Mesa vs Ohio House Jan25 Insight Psychology/Add Dec 24 Costa Mesa vs Ohio House Dec24 Ohio House vs Costa Mesa Dec24		
0252903	04/04/25	P	Karen Wolf	0000031203	20,980.00
		<i>Line Description:</i>	Sttlemnt Claim Date 1/13/2025		
0252904	04/04/25	P	Kazoni Construction	0000029763	22,406.28
		<i>Line Description:</i>	Retention Proj #22-03 CMPD Indoor Range Upgrade		
0252905	04/04/25	P	LN Curtis & Sons	0000002983	23,058.50
		<i>Line Description:</i>	Fightfighting Equipment (FFE)		
0252906	04/04/25	P	Onward Engineering	0000003212	19,377.50
		<i>Line Description:</i>	Professional Design Srvs		
0252907	04/04/25	P	Oracle America Inc	0000003419	45,000.00
		<i>Line Description:</i>	TRUE UP		
0252908	04/04/25	P	Place Works Inc	0000023119	34,871.70
		<i>Line Description:</i>	Consulting Services		
					0. *
					0. +
0252909	04/04/25	P	SVT Fleet Solutions	0000030535	22,076.25
		<i>Line Description:</i>	524-Replaced Flow Meters		
					446,536.44 +
					5,517.24 +
					452,053.68 *

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> 528-Fuel Pump Replacement 523-Engine Repair		
0252910	04/04/25	P	Tablet Command, Inc	0000030989	24,625.00
			<i>Line Description:</i> TABLET COMMAND SOFTWARE		
0252911	04/04/25	P	Theodore Robins Ford	0000004245	63,209.14
			<i>Line Description:</i> Tire Tax Sales Tax 7.75% 2025 Ford Transit Passenger		
0252912	04/04/25	P	AVNI Enterprises Inc	0000030676	4,853.24
			<i>Line Description:</i> Stock-Pierce Radiator Cap 514-Fan Hub Complete, ALF Stock-Turbo Output Pressure De Stock-ALF Fan Clutch Rebuild K		
0252913	04/04/25	P	Adlerhorst International	0000000906	450.00
			<i>Line Description:</i> Patrol Trng Recert-Aran		
0252914	04/04/25	P	Advanced Monitoring Inc.	0000030363	960.00
			<i>Line Description:</i> Annual Fire Alarm Monitor @ SC		
0252915	04/04/25	P	All City Management Services Inc	0000009480	9,032.57
			<i>Line Description:</i> School Crsng Guard 2/16-3/1/25		
0252916	04/04/25	P	Amerinat	0000026372	2,005.90
			<i>Line Description:</i> Services January 2025 Services Feb 2025		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252917	04/04/25	P	Amrin Anastasi	0000031202	500.00
			<i>Line Description:</i> Refund Permit EENC-24-0648		
0252918	04/04/25	P	Anne Marie Lister	0000030342	400.00
			<i>Line Description:</i> Springfest 2025 Face Painting		
0252919	04/04/25	P	Anomaly Squared	0000030491	3,346.03
			<i>Line Description:</i> Call Center Srvs March 2025		
0252920	04/04/25	P	Auto Claims Direct Inc	0000030844	175.00
			<i>Line Description:</i> Stlmnt Claim DOL 1/8/2025		
0252921	04/04/25	P	Beau Hossler	0000029714	140.00
			<i>Line Description:</i> Basketball Referee 3/31/25		
0252922	04/04/25	P	Beverly Bevel	0000031185	2,500.00
			<i>Line Description:</i> Staff Customer Service Trainin		
0252923	04/04/25	P	Brooksley Bishop	0000030466	400.00
			<i>Line Description:</i> Violinist Thanksgiving CMSC		
0252924	04/04/25	P	CHUBB	0000031158	1,697.82
			<i>Line Description:</i> Long Term Care Ins-March 2025		
0252925	04/04/25	P	Canon Financial Services Inc	0000023241	1,293.80
			<i>Line Description:</i> COPIER LEASE 3/20-4/19/25 COPIER LEASE		
0252926	04/04/25	P	Circus Joy	0000029376	1,000.00

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> Springfest 25 Stiltwalkers		
0252927	04/04/25	P	Continental Interpreting Services Inc	0000024355	1,050.00
			<i>Line Description:</i> Interpreting Fee-3/4/25 Interpreting Fee-3/13/25 Interpreting Fee-3/4/25		
0252928	04/04/25	P	CoreLogic Information Solutions Inc	0000004774	5.45
			<i>Line Description:</i> Property Related Data & Report		
0252929	04/04/25	P	Costa Mesa Auto Glass	0000010001	1,327.90
			<i>Line Description:</i> X775-Window Tint 707-Window Tint		
0252930	04/04/25	P	Eduardo Iniestra	0000029307	700.00
			<i>Line Description:</i> DJ SERVICES Springfest 2025		
0252931	04/04/25	P	Entrust Janitorial LLC	0000030309	1,025.00
			<i>Line Description:</i> Janitorial Svcs @ 3190 Airport		
0252932	04/04/25	P	Ferguson Enterprises Inc #1350	0000007785	124.54
			<i>Line Description:</i> Cr Returned Plumbing Supplies Plumbing Supplies Plumbing Supplies		
0252933	04/04/25	P	FireStats LLC	0000026188	2,500.00
			<i>Line Description:</i> Maint/Op Data Analysis-Dec,Jan		
0252934	04/04/25	P	Fisher Derderian	0000030055	300.00
			<i>Line Description:</i> Arts Comm Mtg Jan-Mar 2025		

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>
0252935	04/04/25	P	Fun Photos	0000030108	300.00
			<i>Line Description:</i> Photo Package		
0252936	04/04/25	P	Hanks Electrical Supplies	0000002445	126.40
			<i>Line Description:</i> Electrical Supplies		
0252937	04/04/25	P	Image Concepts	0000026883	1,115.21
			<i>Line Description:</i> Uniforms		
0252938	04/04/25	P	Irv Seaver Motorcycles	0000010272	1,040.60
			<i>Line Description:</i> Shop Supply		
0252939	04/04/25	P	James Snordan	0000029974	140.00
			<i>Line Description:</i> Basketball Referee 3/31/25		
0252940	04/04/25	P	Jeffrey Brian Abbit	0000029375	350.00
			<i>Line Description:</i> Springfest 25 Comedy/Magic/Jug		
0252941	04/04/25	P	Jennifer W Harrison	0000029300	440.00
			<i>Line Description:</i> Springfest 2025 Arm Painting		
0252942	04/04/25	P	Jump O Rama	0000007318	836.00
			<i>Line Description:</i> INFLATABLE RENTAL Springfest25		
0252943	04/04/25	P	Kimley Horn & Associates Inc	0000005251	2,851.66
			<i>Line Description:</i> Signal Modernization Systemic		

Bank: CITY  
 Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252944	04/04/25	P	Langlois Fancy Frozen Foods <i>Line Description: Jail Food Services</i>	0000030651	195.98
0252945	04/04/25	P	Lyons Security Service Inc <i>Line Description: Jan 25 Security Srvs @ SC</i>	0000027168	4,860.00
0252946	04/04/25	P	Michael Baker International Inc <i>Line Description: Professional Services</i>	0000024229	13,616.00
0252947	04/04/25	P	NAHRO <i>Line Description: Redevelopmnt Yearly Membership</i>	0000003279	731.00
0252948	04/04/25	P	Napa Auto & Truck Parts <i>Line Description: Parts- February Parts-Februray 2025</i>	0000012968	14,437.27
0252949	04/04/25	P	National Data & Surveying Services <i>Line Description: Turning Movement Counts</i>	0000021249	1,283.00
0252950	04/04/25	P	Pivot Solutions LLC <i>Line Description: 727 Paint and Body Repair</i>	0000030415	4,782.11
0252951	04/04/25	P	RSI Systems Inc <i>Line Description: SECURITY AWARENESS TRAINING</i>	0000026185	1,440.00
0252952	04/04/25	P	RWB Party Props Inc <i>Line Description: DELIVERY FUEL SURCHARGE SALES TAX (7.75%) PARTY PROPS Springfest 2025</i>	0000030059	2,486.92

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>
0252953	04/04/25	P	Rachel Charest Bertram <i>Line Description:</i> Springfest 2025 Performers	0000029455	900.00
0252954	04/04/25	P	Red Wing Business Advantage Account <i>Line Description:</i> Price Agreement - Engineering Safety Boots-Juan Romo Safety Boots-Seth Amador	0000003772	666.30
0252955	04/04/25	P	Roy B Southerland <i>Line Description:</i> DJ SERVICES @ SMCS 12/12/24 DJ SERVICES CMSC 10/23/24	0000029883	450.00
0252956	04/04/25	P	Southern California Edison Company <i>Line Description:</i> 1952 Newport 2/26-3/26/25 348 E 17th Ped 2/25-3/25/25 735 Baker 2/20-3/20/25 55 1/2 Paularino 2/21-3/23/25 2704 Harbor 2/20-3/20/25 2948 Bristol Ped 2/13-3/16/25 2301 Harbor 2/24-3/24/25 3349 Sakioka 2/25-3/25/25 3351 Sakioka 2/25-3/25/25 3120 Manistee 2/21-3/23/25 FS#1 2/20-3/20/25 867 Prospect 2/21-3/23/25	0000004088	2,617.12
0252957	04/04/25	P	Southern California Gas Company <i>Line Description:</i> 1870 Anaheim 2/20-3/21/25 2310 Placentia 2/21-3/24/25 2300 Placentia 2 2/21-3/24/25 PD 2/21-3/24/25 FS#4 2/21-3/24/25	0000004092	10,701.12

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#1 2/25-3/26/25 FS#3 2/20-3/21/25 567 W 18th 2/20-3/21/25 FS#5 2/21-3/24/25 FS#6 2/27-3/28/25 FS#2 2/24-3/25/25 NHCC 2/20-3/21/25 Pool 2/20-3/21/25 BCC 2/25-3/26/25 Sr Ctr 2/20-3/21/25 DRC 2/20-3/21/25 721 James 2/20-3/21/25 Comm 2/21-3/24/25 717 James 2/20-3/21/25		
0252958	04/04/25	P	Southern California Shredding Inc	0000025605	595.00
			<i>Line Description:</i> On-Site Shredding Services On-Site Shredding Services On-Site Shredding Services On-Site Shredding Services		
0252959	04/04/25	P	Sparkletts	0000015725	741.00
			<i>Line Description:</i> Water Delivery Svcs - Parks Water Delivery Svcs - Finance Water Delivers Svcs - Dev. Svc Water Delivery Svcs - City Man Water Delivery Svcs - Public W		
0252960	04/04/25	P	Tecta America	0000003718	1,125.00
			<i>Line Description:</i> Senior Center-Roof Repair		
0252961	04/04/25	P	The Bubble Rollers & Emerald Events	0000029271	1,650.00
			<i>Line Description:</i> TRACKLESS TRAIN Springfest 25		

Bank: CITY  
 Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252962	04/04/25	P	The Counseling Team International <i>Line Description:</i> Counseling Svcs Feb 2025	0000026352	560.00
0252963	04/04/25	P	The Intersect Group, LLC <i>Line Description:</i> Temp Dustin C Week End 3/7 Temp Alexis L Week End 3/7	0000030170	3,222.54
0252964	04/04/25	P	US Bank <i>Line Description:</i> Payroll 25-06	0000002228	6,590.28
0252965	04/04/25	P	UniFirst Holdings Inc <i>Line Description:</i> CLEANING SERVICE	0000030616	71.40
0252966	04/04/25	P	United Industries <i>Line Description:</i> Safety Items @ Warehouse Safety Items @ Warehouse	0000010867	4,168.31
0252967	04/04/25	P	Verizon Wireless <i>Line Description:</i> WIRELESS PHONE 2/18-3/17/25 WIRELESS PHONE 2/18-3/17/25 Deluxe Suite Annual Fee WIRELESS PHONE 2/18-3/17/25	0000008717	9,796.00
0252968	04/04/25	P	Versatile Information Products Inc <i>Line Description:</i> FUSION VOICE SERVER SOFTWARE	0000013255	3,647.00
0252969	04/04/25	P	Vulcan Materials Company <i>Line Description:</i> Asphalt Potholes Sidewalk Ramp Asphalt Potholes Sidewalk Ramp Asphalt Potholes Sidewalk Ramp Asphalt Potholes Sidewalk Ramp	0000007403	530.97

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>
0252970	04/04/25	P	WLC Architects Inc	0000023955	10,050.00
			<i>Line Description:</i> FS #2 Reconstruction Architect FS#1 HVAC Improvements		
0252971	04/04/25	P	Waterline Technologies Inc	0000014520	378.09
			<i>Line Description:</i> DRC-Pool Treatment		
0252972	04/04/25	P	Waxie Sanitary Supply	0000004480	1,919.04
			<i>Line Description:</i> Sanitary Supplies		
<b>TOTAL</b>					<b>\$446,536.44</b>

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
019806	04/04/25	P	Adam Gardner	0000026309	131.00
			<i>Line Description:</i> Field Training Officer		
019807	04/04/25	P	Alisa Ochoa	0000029944	300.00
			<i>Line Description:</i> Arts Comm Mtg Jan-Mar 2025		
019808	04/04/25	P	Allison Mann	0000001338	300.00
			<i>Line Description:</i> Arts Comm Mtg Jan-Mar 2025		
019809	04/04/25	P	Anthony Ceballos	0000031138	119.14
			<i>Line Description:</i> CAPE Training Conf		
019810	04/04/25	P	Austin Brown	0000029557	513.00
			<i>Line Description:</i> Narcotics Investigation Hostage Negotiations		
019811	04/04/25	P	Christopher Jones	0000026593	40.00
			<i>Line Description:</i> Hostage Negotiations		
019812	04/04/25	P	David Sevilla	0000021387	64.00
			<i>Line Description:</i> Internal Affairs Mgt/Supervision Detective		
019813	04/04/25	P	Deborah Wondercheck	0000029941	300.00
			<i>Line Description:</i> Arts Comm Mtg Jan-Mar 2025		
019814	04/04/25	P	Dustin Fay	0000027733	40.00
			<i>Line Description:</i> Field Training Officer		

Bank: DDP1  
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
019815	04/04/25	P	Eloisa Peralta	0000026154	40.00
			<i>Line Description:</i> Field Training Officer		
019816	04/04/25	P	Eric Fricke	0000021262	80.00
			<i>Line Description:</i> Supervisory Course		
019817	04/04/25	P	Eric Molina	0000027834	40.00
			<i>Line Description:</i> Field Training Officer		
019818	04/04/25	P	Erica Lucia	0000029943	300.00
			<i>Line Description:</i> Arts Comm Mtg Jan-Mar 2025		
019819	04/04/25	P	Guyon Foxwell	0000029370	131.00
			<i>Line Description:</i> Field Training Officer		
019820	04/04/25	P	Heath McMahon	0000028659	219.62
			<i>Line Description:</i> Field Training Officer Lifesavers Conference		
019821	04/04/25	P	Isidro Gallardo	0000023332	90.40
			<i>Line Description:</i> Field Training Officer		
019822	04/04/25	P	Jacob Banks	0000030484	24.00
			<i>Line Description:</i> Active Shooter Response		
019823	04/04/25	P	Jaime Chavez	0000029615	189.10
			<i>Line Description:</i> Basic School Resource Officer		
019824	04/04/25	P	Jasper Luque	0000030897	78.60

Bank: DDP1  
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Report Writing		
019825	04/04/25	P	Jennifer Ruffalo	0000021381	55.86
			<i>Line Description:</i> CALNENA Conference		
019826	04/04/25	P	Jody Loughlin	0000029407	55.76
			<i>Line Description:</i> Profesh Staff Training Officer		
019827	04/04/25	P	Jose Soto	0000029602	163.00
			<i>Line Description:</i> Driving Under the Influence Field Training Officer		
019828	04/04/25	P	Kevin Christianson	0000029560	133.62
			<i>Line Description:</i> Lifesavers Conference		
019829	04/04/25	P	Kha Bao	0000019740	88.62
			<i>Line Description:</i> Lifesavers Conference		
019830	04/04/25	P	Laura Davis	0000012465	140.10
			<i>Line Description:</i> Interview & Interrogation		
019831	04/04/25	P	Lindsey Olson	0000027343	568.00
			<i>Line Description:</i> Intro to SCI FRI Ridge Exam Palm Prints-Search Smart		
019832	04/04/25	P	Madison Bowman	0000030896	24.00
			<i>Line Description:</i> Active Shooter Response		
019833	04/04/25	P	Matthew Richie	0000026628	131.00

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Field Training Officer		
019834	04/04/25	P	Michelle Bradbury	0000014380	24.00
			<i>Line Description:</i> Field Training-SAC		
019835	04/04/25	P	Mika Terajima	0000029658	64.72
			<i>Line Description:</i> Pro Staff Training Officer		
019836	04/04/25	P	Nicholas Siemiawski	0000030613	32.00
			<i>Line Description:</i> Driving Under the Influence		
019837	04/04/25	P	Nick Wilson	0000025711	133.62
			<i>Line Description:</i> Lifesavers Conference		
019838	04/04/25	P	Oscar Nicolas	0000028658	24.00
			<i>Line Description:</i> Active Shooter Response		
019839	04/04/25	P	Ramon Hernandez	0000024528	131.00
			<i>Line Description:</i> Field Training Officer		
019840	04/04/25	P	Scott Baker	0000029458	40.00
			<i>Line Description:</i> Hostage Negotiations		
019841	04/04/25	P	Tuivasa Maloata	0000029862	24.00
			<i>Line Description:</i> Active Shooter Response		
019842	04/04/25	P	Vincent Legaspi	0000028710	155.08
			<i>Line Description:</i> Simunition Instructor Shot Show-LV, NV		

City of Costa Mesa Accounts Payable  
**SUMMARY CHECK REGISTER**

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
019843	04/04/25	P	William Moore	0000031183	529.00
			<i>Line Description:</i> EVOC-Lompoc		
					<b><u>TOTAL</u></b> <b><u>\$5,517.24</u></b>

Bank: CITY  
Cycle: AWKLY

<u>Payment Ref</u>	<u>Cancel Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Date</u>	<u>Payment Amt</u>	
0251255	4/9/2025	V	Grainger	0000002393	12/06/24	(486.24)	
			<i>Line Description: Payment not received.</i>				
					<b>TOTAL</b>	<b>(\$486.24)</b>	

319,296.41  
 1,823,136.12  
 843.96  
 0.00  
 0.00  
 (486.24)  


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**\$ 2,142,790.25**

City of Costa Mesa Accounts Payable  
**CCM OVERFLOW CHECK LISTING**

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
019880	04/11/25	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
019881	04/11/25	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
019882	04/11/25	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
019883	04/11/25	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
<b>TOTAL</b>					<b>0.00</b>

City of Costa Mesa Accounts Payable  
**CCM OVERFLOW CHECK LISTING**

Bank: CITY  
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0252983	04/11/25	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
<b>TOTAL</b>					<b>0.00</b>

City of Costa Mesa Accounts Payable  
**SUMMARY CHECK REGISTER**

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
019844	04/11/25	P	Aaron Davis	0000020908	380.35
			<i>Line Description:</i> Freson Trng Exp Reimb		
019845	04/11/25	P	Adam Graham	0000031208	1,533.04
			<i>Line Description:</i> EVOC Lodging-EVOC		
019846	04/11/25	P	Anna Baca	0000025078	56.92
			<i>Line Description:</i> Business Mtng		
019847	04/11/25	P	Anthony Ceballos	0000031138	1,091.72
			<i>Line Description:</i> Lodging Exp Conf		
019848	04/11/25	P	Brent McKinley	0000007051	463.98
			<i>Line Description:</i> Criminal Subpoena Reimb		
019849	04/11/25	P	Bryan McMahon	0000027367	250.00
			<i>Line Description:</i> Paramedic License Recert		
019850	04/11/25	P	CDW Government Inc	0000005402	45,035.81
			<i>Line Description:</i> LAPTOP SURFACE DOCK SALES TAX (7.75%) SURGE PROTECTOR RECYCLING FEE SURFACE DOCK DELL LAPTOPS MONITOR COMP BUS PRO 4YR COMP BUS PRO 4YR SALES TAX (7.75%) RECYCLING FEE		

Bank: DDP1  
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
019851	04/11/25	P	Charlene M Ashendorf	0000017428	300.00
			<i>Line Description:</i> Arts Commission Jan-Mar 25		
019852	04/11/25	P	Costa Mesa Employees Association	0000006284	4,608.71
			<i>Line Description:</i> Paryoll Deduction 25-08		
019853	04/11/25	P	Costa Mesa Executive Club	0000006286	360.00
			<i>Line Description:</i> Paryoll Deduction 25-08		
019854	04/11/25	P	Costa Mesa Firefighters Association	0000001812	8,887.50
			<i>Line Description:</i> Paryoll Deduction 25-08		
019855	04/11/25	P	Costa Mesa Police Association	0000001819	6,780.00
			<i>Line Description:</i> Paryoll Deduction 25-08		
019856	04/11/25	P	Costa Mesa Police Management Assn	0000005082	315.00
			<i>Line Description:</i> Paryoll Deduction 25-08		
019857	04/11/25	P	Daniel Inloes	0000023442	30.98
			<i>Line Description:</i> Trophy		
019858	04/11/25	P	David DeFluiter	0000029214	250.00
			<i>Line Description:</i> Paramedic Licene Recert		
019859	04/11/25	P	Francisco Diaz	0000030368	306.54
			<i>Line Description:</i> Civilian Leadership #3 Civilian Leadership Civilian Leadership #2		

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
019860	04/11/25	P	Hannah Evans	0000031154	40.00
			<i>Line Description:</i> PC832 Laws of Arrest		
019861	04/11/25	P	Hoon Jo	0000029756	1,198.52
			<i>Line Description:</i> ESRI Development Tech Summit		
019862	04/11/25	P	James Grovom	0000029196	250.00
			<i>Line Description:</i> Paramedic Licene Recert		
019863	04/11/25	P	Jasmine Vega	0000026256	250.00
			<i>Line Description:</i> CM Achievement Award Apr 2025		
019864	04/11/25	P	Jinna Johnson	0000008081	131.00
			<i>Line Description:</i> Field Training Office		
019865	04/11/25	P	Jonathan Roman	0000030128	24.00
			<i>Line Description:</i> Active Shooter Response		
019866	04/11/25	P	Jones Mayer	0000014653	34,538.90
			<i>Line Description:</i> #128258-Oshiro #128391-Nasiri #128389-Holland #128252-Jahanbin #128247-Becker #128257-Munoz #128256-Moyer #128248-Coats #128253-Leik #128255-May #128259-Phillips #128249-DAlessio Investment		

Bank: DDP1  
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> #128390-Insight Psychology #128260-Schaefer #128394-Percival #128246-Alexander #128245-Abdulmagid #128251-Jahanbin 2 #128392-Ohio House #128261-Veramancini #128250-DBO Invest CM #128388-High Seas Writ #128393-Pacific Shores #128244-440 Fair/1179 NP		
019867	04/11/25	P	Jose Barajas	0000031209	645.24
			<i>Line Description:</i> EVOC		
019868	04/11/25	P	Luis Villegas Godina	0000031213	51.72
			<i>Line Description:</i> Report Writing		
019869	04/11/25	P	Luke Mauser	0000031212	78.60
			<i>Line Description:</i> Reporting Writing		
019870	04/11/25	P	Maurilio Torres	0000025958	396.90
			<i>Line Description:</i> Freson Trng Exp Reimb		
019871	04/11/25	P	Mohcine Chirar	0000021517	739.50
			<i>Line Description:</i> Training Sessions Registration NPDES Mtng		
019872	04/11/25	P	Nader Noorani	0000026895	81.86
			<i>Line Description:</i> Office Supplies		

Bank: DDP1  
 Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
019873	04/11/25	P	Natalie Soto	0000031211	1,336.00
			<i>Line Description:</i> Adult Correctional Office Trng Adult Correctional Office Trng		
019874	04/11/25	P	Nick DAmato	0000031210	645.24
			<i>Line Description:</i> EVOC		
019875	04/11/25	P	Rudy Rios	0000031207	645.24
			<i>Line Description:</i> EVOC		
019876	04/11/25	P	Rupsi Burman	0000030994	124.60
			<i>Line Description:</i> MISAC Mtng Mileage Exp		
019877	04/11/25	P	SHI International Corp	0000016007	16,978.20
			<i>Line Description:</i> Security System for Airway War		
019878	04/11/25	P	Steve Savage	0000010532	250.00
			<i>Line Description:</i> Paramedic License Recert		
019879	04/11/25	P	US Bank	0000002228	189,787.64
			<i>Line Description:</i> Swag-Pens Table Cover Coffee/Supplies-FS#4 ReMarkable Monthly-Stefano Polo Shirts- Captains Meeting 2 IFAK Bags-BC Apparatus (EMS) Flights Membership-Ash H Time Clock Repair Annual Subscription CSMFO Conference Reg Lumbar Support Pillow		

Bank: DDP1  
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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*Line Description:* AP Tax Reporting Forms  
 Preconference Session D  
 Flights from Santa Ana-SJ  
 Meal-Cal Cities Meeting  
 Hotel-Cal Cities Meeting  
 Dept Conference Call Line  
 Parking-Cal Cities Meeting  
 Credit-Wrong Conf Purchased  
 Coffee-Command Staff Meeting  
 Cal Cities Policy CommitteeMtg  
 Car Rental-NCLS  
 Meal-Command Staff Planning  
 Monthly Charge Council  
 Snacks Mgmt Analyst Meeting  
 Certificate for Achievement Re  
 Computer Accessories for New E  
 Mesa Water  
 Lodging-PrePo Strike Team Inci  
 Meals-PrePo Strike Team Incide  
 Uniform Belts-8 Recruits  
 Online Subscription  
 Meals/Hydration Packs-Academy  
 South Coast Metro Alliance BM  
 Remarkable Case Dir Carrie Tai  
 25 CFPI Lodging-3 ppl  
 25 Fire Prevention Institute-3  
 CA Assoc CEO Membership  
 Sidewalk Vendor Training Due  
 Sidewalk Vendor Training Dues  
 OB Pro Tab Cases-iPads  
 Lodging-ESRI Conference  
 Lumber/Supp-Recruit Academy  
 5-HD Tablet Mount Car Holder  
 Coffee/Meals-Recruit Academy  
 Food/Supp-ROCKS  
 Rec Equip-ROCKS  
 Office Supp-ROCKS  
 Safety Items-ROCKS  
 Supp-Springfest 2025

Bank: DDP1  
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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*Line Description:* Business Meeting  
 Cannabis Software App  
 PDAOC Annual Forum Ticket  
 Cannabis Cloud Base Storage  
 Planning Comm Business Meeting  
 Airtags for Clickshare Devices  
 Personal Items- Reimbursement  
 Monthly Fee On-Line Meeting  
 iPad Accessories New Council M  
 Coffee Supplies  
 Monthly Fee On-Line Que Feb 25  
 Drop Box Membership  
 Station 3-Range Repair  
 Staples-Recruit Academy  
 Whistles-Wildland Packs  
 Laptop Stand-Desk-L Ross  
 Station 4-Coffee Grinder  
 Station 1-Kitchen Supplies  
 18V Battery-Recruit Academy  
 Mini Fridge-Sta 4 Classroom  
 Cooler-Engine 83-Cpt Johnson  
 Home Depot-3 yr Protect Plan  
 Laptop Stand-Desk- N Johnson  
 OB Cell Phone Case-N Johnson  
 Station 1-Fridge/Range Repair  
 Station 4-Dryer/Washer Repair  
 Food-Recruit Family Night  
 AFSS Conf Ticket Purchase  
 WD-40  
 CBI Malewarebytes Subs  
 Sharden Screwdriver Kits & Too  
 CERT-Snacks  
 Meals-OES Deployment  
 Lodging-OES Deployment  
 Meet & Greet  
 Lobby Christmas Tree  
 Parma Conf Transporation  
 App Sub for HRCI Cert Prep  
 Fuel-OES Prepo

Bank: DDP1  
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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*Line Description:* Meals-OES Prepo  
 Lodging-OES Prepo  
 NFPA Subscription-Coates  
 Lodging-ESRI Tech Summit-2  
 LCW Conference  
 ESRI Tech Summit  
 LCW Conference  
 HRCI Material  
 Oral Board Meal  
 Job Advertisement  
 App Sub HRCI Cert Prep  
 Job Fair  
 Job Fair Refund  
 Office Supplies  
 Oral Board Meals  
 OC-HR Membership Renewal  
 CMO Staff Meeting Refreshments  
 Rec Equip-Fields  
 Office Supplies-Fields  
 Rec Equip-Adult Sports  
 Rained Out Subscription  
 Uniform Equipment-Adult Sports  
 Recreation Equipment  
 Women in Leisure-1 Staff  
 Supplies-Community Garden  
 25 CPRS Volunteer Merit Award  
 Comm Garden-Food-Work Parties  
 Fuel for Unit 340  
 Cutable Vinyle for Signs  
 Printable Vinyle Lamination Fi  
 General Supplies-Airless Paint  
 Warehouse-Tool  
 Stock-Spray Gun  
 Stock-Idler Pulley  
 Stock-Whelen RSR01ZCR  
 Ice-NHCC  
 Grommet Tool Kit  
 Office Supp-NHCC  
 Equip/Decor-Color Rush

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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*Line Description:* Replace Hex Nut-NHCC Table  
 Supp/Decor-NHCC Open House  
 Tablecloths-NHCC Open House  
 Refund-Clear Beverage Dispense  
 Annual Membership Dues  
 Toner Cartridge for Printer Mn  
 Winter Tree Management Symposi  
 Office Supplies  
 Refund-Screen Extender  
 Office Supplies  
 CEAOC March Meeting/Luncheon  
 Food-Public Meeting  
 Audible-Pro Dev Book  
 Food-All Staff Dept Mtg  
 Name Tags-New Commission Appt  
 Small Tools  
 UCSD-CEQA Course-D Terreros  
 Uniform  
 Business Meeting  
 Shipping for K-71  
 AR15 Bushings-Patrol Rifles  
 Lodging-CALNENA Conf-2 people  
 Tuition-FARO-4 Sworn,2 Civilia  
 Emergency Motel-Homeless  
 American Flag-New Structure  
 Parking  
 Supplies-All Staff Meeting  
 Egg Hunt Items-Springfest 2025  
 Monthly Subs  
 Apple Pencil for CM  
 iPad for Council Member  
 ICMA Membership-Assistant CM  
 Rec Equip-ROCKS  
 Office Supp-ROCKS  
 Office Equip/Tools-BCC  
 Participant Clothing-YouthSprt  
 Art/Craft Supp-LEAP  
 DCM-Lodging for CM Conf  
 Refreshments for Meeting

Bank: DDP1  
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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*Line Description:* Working Lunch for ACM&DCM  
 Tech Items for Social Media Sp  
 Working Lunch  
 Monthly Subs (2)  
 OCCMA Hotel Stay for CM  
 OCCMA Dinner for CM &DCM  
 Event Registration for CM  
 Business Meeting ith Trellis  
 Business Meeting Lunch for Com  
 Coffee Supplies  
 Cleaning Supplies  
 First Aid Supplies  
 Special Event Supplies  
 Annual Costco Membership  
 CPRS Region 5/District 10  
 Office Supplies-Front Desk  
 Monthly-Spotify,Cricut,Prime V  
 Supp/Refresh-Access CM Dance  
 QSP Training Course  
 Monthly CEAOC Luncheon  
 Resident Engineer Academy  
 Food-2/4 Veterans Social Group  
 Shop Tool  
 DMV Plates  
 175-Light Bar  
 Shop Supplies  
 Stock-Silver Tarp  
 Preim OD Valve Shim Kit  
 Stock-High Power Door Lock  
 PW Emergency Lights & Grommets  
 Shop Tool- Floor Squeegee Broo  
 Snacks-Winter Camp  
 Commercial DL Training  
 Grammarly Subscription  
 Tshirts-Color Rush Event  
 Winter Yearly Excursions  
 Supp/Equip-Color Rush Event  
 Craft Supp/Equip-Teen Center  
 Pendant Switch-DRC Bleachers

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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*Line Description:* Candy/Snacks-Color Rush Event  
 Caution Tape-DAC  
 CPR/First Aid Cert-CSLs  
 DPD Testing Reagents-DAC  
 Supplies-DAC/Front Office  
 Equip/Supp-NMUSD Swim Lessons  
 OCHCA Dept Annual Pool Permit  
 Polarized Glasses-Aquatic Staf  
 Supplies-Art Classes  
 Supp-Card Making Class  
 Supp-Outside Patio/Center  
 Supp-Coffee Station/Events  
 Lanterns-Emergency Blackout  
 Ironing Board-Quilting Class  
 Craft/Supp-Camp CM Dept Train  
 Comp Screen Protector-Staff Of  
 Chicken Wire,Hoses,Plants  
 Snacks-Teen Camp  
 Teen Camp Excursions  
 Monthly Subscriptions  
 Plaza Tower Event Parking  
 Americans for Arts Conference  
 Center Tower Garage-Special Ev  
 Lodging 25 CM Conference  
 Erroneous Charge-Reimbursted  
 All/Staff Meeting  
 Dept Promo Items-PMLB  
 CM United Business Meeting  
 CPRS Conference Registration  
 Travel-Flight-CPRS Conference  
 Luncheon CM Marr  
 Gift Card Donation  
 Cal Cities Event (2)  
 Charger and Phone Case for CM  
 Shalimar Tenants Meeting Drink  
 Office Supplies-Day Camp  
 Excursion Credit-Day Camp  
 Office Supplies-Youth Sports  
 Participant Clothing-YouthSprt

**SUMMARY CHECK REGISTER**

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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*Line Description:* Dais Snacks  
 Monthly Subs  
 Supplies for Central Svcs  
 City Council Meeting Dinners  
 Coffee & Tea Office Supplies  
 Business Meeting With Public W  
 Dry Cleaning Svcs for Table Cl  
 Office Supplies for City Council  
 Turning Red Tape Into Red Carp  
 Office Supplies  
 Office Supplies  
 Client Ride Share  
 iCloud Membership  
 Rideshare for Client  
 Warranty for Bodycam  
 BHBH Housing Supplies  
 Professional Dev Conf  
 Client Birth Certificate  
 Client Brith Certificate  
 Mileage Tracking Membershi  
 Bodycam for Sr. Code Officer  
 Uniform Boots for Outreach Wor  
 PD Interview Panel Lunch  
 Snacks-Hosted FARO Training  
 Food/Drinks-Testing-PAT/Interv  
 Shop Tools/Supp  
 Replacement Radio Parts  
 Laptop Docking Station Repair  
 Dog Food, Muzzle  
 Fuel-Out of County Training  
 Notebooks-Officers  
 Assoc Chief of PD Dues  
 Rifle Rack, Replace Lights-Sil  
 ReMarkable Subscription  
 SCPL Bloomingdale Coffee w Cop  
 Supp/Food-Volunteer Day  
 Mini Uno Cards-PD Events  
 Shelving Paper, Wall Mount  
 SWAC24-Shirts,Stockings,Balloo

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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*Line Description:* Employee Recog End Prob Pens  
 Conf Leadership Symposium  
 Team Bldg-Leadership Resource  
 Fridge Door Handle Replacement  
 Laundry Supp-Jail  
 Timers-Electric Bike Plugs  
 Mourning Bands-Badges-Funerals  
 Wall Mounted Bike Storage-Pk R  
 Credit Card Svc Fee  
 Tuition-SWAT-2 OFCs  
 Tuition-PC 832-1 OFC  
 Helmets-Sergeant Cars  
 CHIA Memberships-2 OFCs  
 Safariland Duty Holster  
 Tuition-CHIA Conf-1 OFC  
 Tuition-Tech Summit-4 OFCs  
 Tuition-Records Clerk-1 OFC  
 Refund-Shot Show Hotel-1 OFC  
 Tuition-Power/Control- 2 OFCs  
 Tuition-Report Writing-3 CSSs  
 Tuition-School Resource OFC-1  
 Lodging-Sherman Bll SLI 1-1 OF  
 Prepaid Parking-CAPE Conf-1 OF  
 Tuition-Comm Training OFC-1 OF  
 Tuition-Fld Trng Prog-SAC-1 OF  
 Tuition-Mgt/Supv Detective Uni  
 Tuition-Public Records Act-1 O  
 Tuition-SCI Friction Ridge-1 O  
 Tuition-ACT Instructor-2 OFCs  
 Tuition-Cellebrite Op/Analyst  
 Subscription Purchase Error  
 EOC Water/Snacks-TTX  
 Carpet Cord Cover Grip Tape  
 City Polo Shirts-Cimmunity Eve  
 Emergency Doc Envelope-Comm Ed  
 Misc EOC/Comm Prepare Event Su  
 Storage Bins-Pet Sheltering Su  
 Water Filtration System-EOC Ke  
 Employee Recognition

Bank: DDP1  
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> iCloud Monthly Office TV/Bracket Adobe Suite Monthly Annual Social Media Analytics OTS Qtrly Mtg Animal Control Supplies Animal Control-Radio Antenna CPOA Membership Storage Cabinet-Detective Cube		
019884	04/11/25	P	Victor Mendez	0000031000	13.58
			<i>Line Description:</i> OC Records Office		
019885	04/11/25	P	Zachary Hoferitza	0000002548	439.12
			<i>Line Description:</i> Schaefer v PAR Electric Dpstr		
<b>TOTAL</b>					<b>\$319,296.41</b>

Bank: CITY  
 Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252973	04/11/25	P	Avaya Inc	0000009044	39,481.79
		<i>Line Description:</i>	FS#2 Hardware Svc Jan-Dec 2025		
			FS#4 Hardware Svc Jan-Dec 2025		
			FS#3 Hardware Svc Jan-Dec 2025		
			UC Basic Lic Subs Jan-Dec 2025		
			FS#1 Hardware Svc Jan-Dec 2025		
			FS#6 Hardware Svc Jan-Dec 2025		
			SCP Hardware Svc Jan-Dec 2025		
			Sr C Hardware Svc Jan-Dec 2025		
			IT Hardware Maint Jan-Dec 2025		
0252974	04/11/25	P	BrightView Landscape Services Inc	0000026055	204,688.25
		<i>Line Description:</i>	Landscape Maint-Mar 2025		
0252975	04/11/25	P	Circuit Transit Inc	0000031174	209,297.09
		<i>Line Description:</i>	Transit Op-Mar 25		
			Transit Op-Feb 25		
			Transit Op-Jan 25		
			Transit Op-Oct 2024		
			Transit Op-Nov 2024		
			Transit Op-Dec 2024		
0252976	04/11/25	P	Endemic Environmental Services Inc	0000021277	30,119.25
		<i>Line Description:</i>	FVP Wetland Maint 1/16-1/31/25		
			FVP Wetland Maint 1/1-1/15/25		
0252977	04/11/25	P	Insight Public Sector Inc	0000029706	102,300.00
		<i>Line Description:</i>	Flock Group Falcon		
			Extended Data per camera		
0252978	04/11/25	P	Newport Mesa Unified School District	0000003339	102,151.92
		<i>Line Description:</i>	NMUSD JUA Oct-Dec 24		
			NMUSD JUA July-Sept 2024		

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>
0252979	04/11/25	P	Orange County Treasurer Tax Collector <i>Line Description:</i> Parking Citation Feb 2025	0000003489	15,306.75
0252980	04/11/25	P	SCA of CA, LLC <i>Line Description:</i> Street Sweeping Residential St Citywide Bus Stop Pressure Was	0000029971	123,927.87
0252981	04/11/25	P	SVT Fleet Solutions <i>Line Description:</i> 523-Replaced Turbo 520-Engine Repair 520-Radiator 517-Remove&Replace Throttle Va 526-Turbo 523-Opacity Test	0000030535	34,880.55
0252982	04/11/25	P	Southern California Edison Company <i>Line Description:</i> 19th/NPT Mar 25 NPT/Baker Mar 25 SD FWY ON/OFF Mar 25 1860 Anaheim 2/28-3/30/25 702 Victoria 2/28-3/30/25 702 1/2 Victoria 2/28-3/30/25 567 W 18th 3/5-4/2/25 360 W Wilson 2/27-3/27/25 745 W 19th 3/5-4/2/25 1990 Placentia 3/6-4/3/25 2750 Fairview 3/4-4/1/25 1895 Irvine 3/3-3/31/25 Tennis Ctr 3/4-4/1/25 Loan8670 Sunflower/Plaza Mar25 Sunflower/Plaza Mar 25 NHCC 2/27-3/27/25 885 Junipero 3/4-4/1/25 Park Maint 2/5-3/31/25	0000004088	177,709.08

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> Davis Field 2/27-3/27/25 3129 Harbor 3/3-3/31/25 1035 Park Crest 3/4-4/1/25 1624 Gisler 3/3-3/31/25 Sr Ctr 2/27-3/27/25 3460 Smalley 3/3-3/31/25 Joann St Bike Trail Mar 25 Baker/Royal Palm Mar 25 Loan8690 St Lights Mar 25 St Lights March 25 Fac & Equip 2/7-3/31/25 970 Arlington 3/4-4/1/25 980 Arlington 3/4-4/1/25 Volcom Sk8 Park 3/4-4/1/25		
0252984	04/11/25	P	The Lincoln National Life Insurance Co	0000030039	15,414.30
			<i>Line Description:</i> Short-Term Disability Apr 25		
0252985	04/11/25	P	WHP Trainingtowers	0000030251	447,479.56
			<i>Line Description:</i> Retention-Proj FS4 Pre-Fabricated Training Towers Retention-Proj FS4 Pre-Fabricated Training Towers		
0252986	04/11/25	P	West Coast Arborists Inc	0000004498	79,723.00
			<i>Line Description:</i> Tree Maint 3/1-3/16/25 Windstorm Emgergency Response Windstorm Emgergency Response Windstorm Emgergency Response		
0252987	04/11/25	P	4Leaf Inc	0000029711	11,448.10
			<i>Line Description:</i> Plan Review-Feb 2025 Professional Services-Feb 2025		

Bank: CITY  
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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0252988	04/11/25	P	ACSA Region 17	0000030758	500.00
			<i>Line Description:</i> Refund Rec Dep 2008814.002		
0252989	04/11/25	P	AT & T	0000001107	107.00
			<i>Line Description:</i> Internet-Skate Park Camera		
0252990	04/11/25	P	AT & T Mobility	0000001107	98.56
			<i>Line Description:</i> Dispatch Cell Phone 1/12-2/11/		
0252991	04/11/25	P	AT&T Mobility LLC	0000030878	925.52
			<i>Line Description:</i> CMFRMCT Broadband 1/27-2/26/25		
0252992	04/11/25	P	Aardvark	0000006632	12,487.41
			<i>Line Description:</i> Replacement SWAT Vests & Pouch		
0252993	04/11/25	P	Allstar Fire Equipment Inc	0000000986	5,485.50
			<i>Line Description:</i> C5 REGULATOR SALES TAX (7.75%)		
0252994	04/11/25	P	American Alarm Systems Inc	0000008900	258.67
			<i>Line Description:</i> NHCC Service Call-3/24/25		
0252995	04/11/25	P	Amtech Elevator Services	0000013616	2,336.70
			<i>Line Description:</i> Full Hood Test-Sr Cntr		
0252996	04/11/25	P	Anish Bhaumik	0000031017	140.00
			<i>Line Description:</i> Basketball Referee-3/26/25		
0252997	04/11/25	P	Athletic Field Specialists	0000023215	1,390.00

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> Turf Application @ City Sports		
0252998	04/11/25	P	BTAC Training	0000029248	517.50
			<i>Line Description:</i> Fire Investigation Rpt		
0252999	04/11/25	P	Beau Hossler	0000029714	105.00
			<i>Line Description:</i> Basketball Referee-4/7/25		
0253000	04/11/25	P	CAPF	0000004755	2,625.50
			<i>Line Description:</i> Firefighters LTD-Apr 2025		
0253001	04/11/25	P	CBE	0000015149	1,502.40
			<i>Line Description:</i> Copier Maint 3/5-4/4/25 Copier Maint 3/5-4/4/25 Copier Maint 3/5-4/4/25 Copier Maint 2/5-3/4/25 Copier Maint 3/5-4/4/25 Copier Maint 3/5-4/4/25 Copier Maint 3/5-4/4/25 Copier Maint 2/5-3/4/25 Copier Maint 3/5-4/4/25 Copier Maint 2/5-3/4/25 Copier Maint 3/5-4/4/25 Copier Maint 2/5-3/4/25 Copier Maint 3/5-4/4/25 Copier Maint 2/5-3/4/25		
0253002	04/11/25	P	CLEA	0000004754	3,493.00
			<i>Line Description:</i> Police Officers LTD-Apr 2025		
0253003	04/11/25	P	Chandler Asset Management	0000022081	4,731.30
			<i>Line Description:</i> Investment Mgnt-Feb 2025		

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>
0253004	04/11/25	P	Chandlers Air Conditioning & <i>Line Description: Equipment Repair</i>	0000001640	248.00
0253005	04/11/25	P	Cindy Vo <i>Line Description: Refund Permit PADU-24-0026</i>	0000030862	5,000.00
0253006	04/11/25	P	CityGreen Consulting, LLC <i>Line Description: SB1383 Prog Cnsltng -Feb 2025</i>	0000030471	8,581.25
0253007	04/11/25	P	Community Catalyst <i>Line Description: On Call Svc-Feb 2025</i>	0000030590	12,800.00
0253008	04/11/25	P	Cost Recovery Systems Inc <i>Line Description: St Mandate Claim Prep Svc</i>	0000007287	12,250.00
0253009	04/11/25	P	Costa Mesa Auto Glass <i>Line Description: 707-Windshield Repair</i>	0000010001	150.00
0253010	04/11/25	P	County of Orange <i>Line Description: Radio Repair-Oct 2024 Radio Repair Nov 2024</i>	0000007209	1,436.87
0253011	04/11/25	P	County of Orange <i>Line Description: AFIS Fees-Feb 2024</i>	0000003486	3,325.00
0253012	04/11/25	P	Creative Parties for Kids <i>Line Description: Springfest-Piarte Characters</i>	0000030038	1,100.00
0253013	04/11/25	P	Cross Connections	0000031129	618.29

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> SHIPPING FEE RADIO REPAIRS SALES TAX (7.75%) SHIPPING FEE LABOR SYSTEM BOARD REPLACEMENT		
0253014	04/11/25	P	Data Ticket Inc	0000010929	6,033.04
			<i>Line Description:</i> Prkng Citation Process-Feb 25		
0253015	04/11/25	P	Dell Computer Corp	0000001962	881.27
			<i>Line Description:</i> Monitor		
0253016	04/11/25	P	Demetrius Mayhand	0000030111	280.00
			<i>Line Description:</i> Basketball Referee-4/7/25 Basketball Referee-3/26/25 Basetball Referee-4/2/25		
0253017	04/11/25	P	ECKERSALL LLC	0000025412	1,760.00
			<i>Line Description:</i> Sr GIS Analyst Svc1/14-2/28/25		
0253018	04/11/25	P	Eagle Print Dynamics	0000026736	424.55
			<i>Line Description:</i> Council Uniforms		
0253019	04/11/25	P	Emergency Medical Services Authority	0000002120	42.55
			<i>Line Description:</i> EMT License Renewal-Nov 2024 Late Fee		
0253020	04/11/25	P	Entenmann Rovin Company	0000002130	242.81
			<i>Line Description:</i> Badge		

Bank: CITY  
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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0253021	04/11/25	P	Evident Inc	0000026588	300.00
			<i>Line Description:</i> CSI Supplies		
0253022	04/11/25	P	Federal Technology Solutions Inc	0000024174	8,293.66
			<i>Line Description:</i> Sr Cntr Network Cables		
0253023	04/11/25	P	Galls LLC	0000002297	2,747.06
			<i>Line Description:</i> Uniform-Morgan Credit Uniform-Shield Uniform-Foxwell Credit Uniform-Shield Uniform-Guenther Uniform-Reyna Uniform-Stocking Uniform-Fay		
0253024	04/11/25	P	Grainger	0000002393	2,070.98
			<i>Line Description:</i> Comm Supplies Hardware Hardware Hardware Hardware Hardware Hardware Hardware Shop Tool Shop Rag Cans Hardware Hardware		
0253025	04/11/25	P	Hanks Electrical Supplies	0000002445	55.24
			<i>Line Description:</i> Electrical Supplies Electrical Supplies		

Bank: CITY  
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0253026	04/11/25	P	Harbor All Glass & Mirror Inc	0000002453	987.60
			<i>Line Description:</i> Glass Replacement BCC		
0253027	04/11/25	P	Human Resource Time Management LLC	0000031084	270.00
			<i>Line Description:</i> TELESTAFF Consutling		
0253028	04/11/25	P	Image Concepts	0000026883	1,066.73
			<i>Line Description:</i> Uniform-Street		
0253029	04/11/25	P	Irv Seaver Motorcycles	0000010272	1,094.86
			<i>Line Description:</i> Level 2 Svc-Unit #622		
0253030	04/11/25	P	Irvine Ranch Water District	0000005112	870.66
			<i>Line Description:</i> 220 23rd 3/5-4/7/25 2603 Elden 3/5-4/4/25 106 Del Mar 3/5-4/7/25 170 Del Mar 3/5-4/7/25 258 Brentwood 3/5-4/7/25 308 University 3/5-4/4/25 261 Monte Vista 3/5-4/7/25		
0253031	04/11/25	P	James Snordan	0000029974	210.00
			<i>Line Description:</i> Basketball Referee-4/7/25 Basketball Referee-4/2/25		
0253032	04/11/25	P	Jennifer W Harrison	0000029300	600.00
			<i>Line Description:</i> Custom Painting @Springfest		
0253033	04/11/25	P	Julie Whitcomb	0000031082	165.00
			<i>Line Description:</i> Refund Rec Dep 2008824.002		

Bank: CITY  
 Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253034	04/11/25	P	Kimball Midwest	0000006819	324.49
			<i>Line Description:</i> Hardware for Comm		
0253035	04/11/25	P	Liebert Cassidy Whitmore	0000002960	215.00
			<i>Line Description:</i> LEGAL SERVICES - PD		
0253036	04/11/25	P	Lyons Security Service Inc	0000027168	8,970.00
			<i>Line Description:</i> Security Srvs Rea Mar 2025 Security Srvs Whittier Mar 25 Security Srvs Wilson Mar 2025		
0253037	04/11/25	P	McMaster Carr Supply Company	0000003118	208.37
			<i>Line Description:</i> Electric Engraver Shank Drill		
0253038	04/11/25	P	Mid SoCal Area AA	0000030652	500.00
			<i>Line Description:</i> Refund Rec Dep 2008816.002		
0253039	04/11/25	P	Mike Petrovic	0000031204	6,319.95
			<i>Line Description:</i> Sttlemnt Claim Date 1/8/25		
0253040	04/11/25	P	Miss Darcy Enterprises Inc.	0000030991	977.50
			<i>Line Description:</i> PROFESSIONAL HEADSHOTS		
0253041	04/11/25	P	Nadeem Ahmed	0000025382	500.00
			<i>Line Description:</i> Refund Rec Dep 2008787.002		
0253042	04/11/25	P	Norwood Management LLC	0000029243	13,659.00
			<i>Line Description:</i> Rental for April 2025		

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>
0253043	04/11/25	P	Office Depot	0000003394	7,539.85
		<i>Line Description:</i>	Office Supplies-Police Jail		
			Office Spplies-Police Invest		
			Office Supplies-City Manager		
			Office Suuplies-Police Invef		
			Office Supplies-Police Ops		
			Office Supplies-Egineering		
			Office Suupies-Field Ops		
			Office Supplies-Police		
			Office Supplies-Fire		
			Office Supplies Telecm Emerge		
			Office Supplies-Police Records		
			Office Supplies-Finance Operat		
			Office Supplies-Comms&Marketin		
			Office Supplies Pub Srvs Admin		
			Office Supplies-Telecom Emerg		
			Office Supplies-Senior Center		
			Office Supplies-Police Recrod		
0253044	04/11/25	P	Orange County Dept of Education	0000000442	2,700.00
		<i>Line Description:</i>	Refund Rec Dep 2008802.002		
			Refund Rec Dep 2008801.002		
			Refund Rec Dep 2008789.002		
			Refund Rec Dep 2008786.002		
0253045	04/11/25	P	PRISM	0000029319	4,243.86
		<i>Line Description:</i>	Monthly EAP Srvs		
0253046	04/11/25	P	Pacific Medical Waste	0000029793	193.22
		<i>Line Description:</i>	Biohazard Disposal Mar 2025		
0253047	04/11/25	P	Patricia Ballesteros	0000030302	600.00
		<i>Line Description:</i>	Refund Rec Dep 2008800.002		

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>
0253048	04/11/25	P	Peace of Mind Financial Consulting Inc	0000029150	7,080.00
			<i>Line Description:</i> Consutling Srvs Feb 2025		
0253049	04/11/25	P	Project Hope Alliance	0000027373	500.00
			<i>Line Description:</i> Refund Rec Dep 2008815.002		
0253050	04/11/25	P	Promotional Design Concepts Inc	0000018373	826.88
			<i>Line Description:</i> Inflatable Glove for Earth Day		
0253051	04/11/25	P	Prudential Overall Supply	0000025480	860.78
			<i>Line Description:</i> Fleet Uniforms-Mar 2025 Parks Uniforms-Mar 2025 Fleet Towel Svc-Mar 2025 Streets Uniforms-Mar 2025 Facilities Uniforms-Mar 2025		
0253052	04/11/25	P	Quest Technology	0000029857	2,800.00
			<i>Line Description:</i> ANNUAL MAINTENANCE		
0253053	04/11/25	P	Rafael Rodriguez	0000031018	105.00
			<i>Line Description:</i> Basketball Refree- 4/2/25		
0253054	04/11/25	P	Rosa Castro	0000030933	250.00
			<i>Line Description:</i> Refund Rec Dep 2008797.002		
0253055	04/11/25	P	Sims Orange Welding Supply Inc	0000004030	468.73
			<i>Line Description:</i> Shop Welding Supplies Late Fee Shop-Welding Supplies Shop-Welding Supplies		

City of Costa Mesa Accounts Payable  
**SUMMARY CHECK REGISTER**

Bank: CITY

Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0253056	04/11/25	P	SiteOne Landscape Supply LLC	0000024133	2,268.66
			<i>Line Description:</i> Backflow Repair Kits Ballfield Equipment &Supplies		
0253057	04/11/25	P	SoCal Hoods	0000030490	600.00
			<i>Line Description:</i> KITCHEN EXHAUST SYSTEM		
0253058	04/11/25	P	Southern California Edison Company	0000004088	1,633.41
			<i>Line Description:</i> 1 Yr Opr Rent-Property as Park		
0253059	04/11/25	P	Southern California Karate Federation	0000030653	500.00
			<i>Line Description:</i> Refund Rec Dep 2008788.002		
0253060	04/11/25	P	Sparkletts	0000015725	253.58
			<i>Line Description:</i> Water Delivery Svcs - Fire		
0253061	04/11/25	P	State of California Dept of Justice	0000001534	2,496.00
			<i>Line Description:</i> Livescan/Fingerprinting Servic		
0253062	04/11/25	P	The Counseling Team International	0000026352	2,000.00
			<i>Line Description:</i> Pre-Employment Psych Eval		
0253063	04/11/25	P	The Intersect Group, LLC	0000030170	1,335.47
			<i>Line Description:</i> Temp Dustin C Week End 3/13		
0253064	04/11/25	P	The Lincoln National Life Insurance Co	0000030039	14,552.98
			<i>Line Description:</i> Critical Ill Apr 2025 Accidental Ins Apr 2025		

## SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0253065	04/11/25	P	The Solis Group	0000030649	1,608.00
			<i>Line Description:</i> FS #4 Trng Tower Site Imprv		
0253066	04/11/25	P	UniFirst Holdings Inc	0000030616	71.40
			<i>Line Description:</i> CLEANING SERVICE		
0253067	04/11/25	P	United Site Services of California Inc	0000015552	292.06
			<i>Line Description:</i> Porta Potties at Golf Course		
0253068	04/11/25	P	Verizon Wireless	0000008717	1,855.57
			<i>Line Description:</i> NextGen BroadBand Thru 1/31/25		
0253069	04/11/25	P	Verizon Wireless	0000008717	6,870.28
			<i>Line Description:</i> WIRELESS PHONE- 2/18-3/17 FIRE IPADS 2/18-3/17/25 WIRELESS PHONE 2/18-3/17/25 PD Cell Phones 1/16-2/15/25		
0253070	04/11/25	P	Vulcan Materials Company	0000007403	1,106.71
			<i>Line Description:</i> Asphalt Potholes Sidwalk Ramps		
0253071	04/11/25	P	Williams Data Management	0000018803	544.68
			<i>Line Description:</i> DATA STORAGE March		
0253072	04/11/25	P	Wittman Enterprises LLC	0000026639	14,467.00
			<i>Line Description:</i> Billing Svc March 2025		
0253073	04/11/25	P	Zoll Medical Corporation	0000021290	6,300.70

City of Costa Mesa Accounts Payable  
**SUMMARY CHECK REGISTER**

Bank: CITY

Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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*Line Description:* AUTOPULSE AND DEFIBRILLATORS  
AUTOPULSE AND DEFIBRILLATORS  
AUTOPULSE AND DEFIBRILLATORS

**TOTAL \$1,823,136.12**

City of Costa Mesa Accounts Payable  
**SUMMARY CHECK REGISTER**

Bank: CITY  
Cycle: APAY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0253074	04/11/25	P	CalPERS Long-Term Care Program	0000006287	93.96
			<i>Line Description:</i> Payroll Deduction 25-08		
0253075	04/11/25	P	Pamela Lilly	0000025324	750.00
			<i>Line Description:</i> Payroll Deduction 25-08		
<b>TOTAL</b>					<b>\$843.96</b>

City of Costa Mesa Accounts Payable  
**CCM OVERFLOW CHECK LISTING**

Bank: CITY  
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0253091	04/18/25	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
0253097	04/18/25	O	AT & T <i>Line Description: Overflow</i>	0000001107	0.00
<b>TOTAL</b>					<b>0.00</b>

878,766.92  
 0.00  
 0.00  
 259,368.00  


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**\$ 1,138,134.92**

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>
0253076	04/18/25	P	AWP Safety	0000004432	31,044.00
			<i>Line Description:</i> Emergency Traffic Control - So Emergency Traffic Control		
0253077	04/18/25	P	AWP Safety	0000004432	77,610.00
			<i>Line Description:</i> Emergency Traffic Control Emergency Traffic Control - So Emergency Traffic Control		
0253078	04/18/25	P	All American Asphalt	0000000971	106,956.07
			<i>Line Description:</i> Retention Proj #23-07		
0253079	04/18/25	P	All City Management Services Inc	0000009480	18,131.11
			<i>Line Description:</i> School Crossing Guard 3/2-3/15		
0253080	04/18/25	P	CALIBA INC	0000030848	106,664.02
			<i>Line Description:</i> FS #4 Tmg Fac Proj #23-04 Retention Proj #23-04		
0253081	04/18/25	P	Charter Communications	0000011202	22,426.54
			<i>Line Description:</i> 237939201-DRC Network Svs 237938801-NHCC Network Svs 237940101-NHCC Public WiFi 240159901-DRC Internet Svs 244133301-BCC Internet Svs 237926801-City Hall Network 237940001-CH Hub Network Svs 237926201-City Hall Video Svs 237926701-City Hall Video Svs 237927001-Fire Sta #6 Network 237927101-Parks Admin Network 237930101-City Hall Video Svs 237939101-Fire Sta #1 Network		

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>
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*Line Description:* 237939301-Fire Sta #2 Network  
 237939401-Fire Sta #3 Network  
 237940301-Library Public WiFi  
 237940501-Fire Sta #4 Network  
 237926401-City Hall Public WiF  
 237926601-Senior Center Intern  
 237927201-Senior Center Networ  
 237927601-BCC Network Svs  
 237925901-PD Public WiFi  
 237929301-PD Video Svs  
 237926501-PD Video Svs  
 237927301-West Side Substation  
 243645501-Code Enforcement Int  
 237940401-Fire Sta #4 Internet  
 237939901-Code Enforcement Net  
 237939801-City Hall Network Sv  
 237939701-PD Warehouse Network  
 237939601-Bridge Shelter Netwo  
 237939501-SCP Substation Netwo  
 237939001-Parks @ Corp Yard Pu  
 237938901-Bridge Shelter Video  
 237938701-Bridge Shelter Publi  
 237938601-CH Basement Internet  
 237927801-City Hall Internet S  
 237927401-Corp Yard Network Sv

0253082	04/18/25	P	David Volz Design	0000004828	58,000.00
			<i>Line Description:</i> Sk8 Park-Pump Track Design		
0253083	04/18/25	P	Ford Fleet Care	0000026262	15,381.85
			<i>Line Description:</i> Ford Parts-Mar 2025 Ford Reair-Mar 2025		
0253084	04/18/25	P	Interwest Consulting Group Inc	0000021505	25,401.12
			<i>Line Description:</i> Prject Mngmnt Svs Plan Review Svc-Feb 2025		

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> Bldg Safety Plan Review-Feb 25 Right of Way Srvs Adams Ave Bi Project Mngmnt Srvs Adams/Pinecreeek Intsctn-Feb25 Adams/Pinecreeek Intsctn-Mar25		
0253085	04/18/25	P	Kimley Horn & Associates Inc	0000005251	38,200.07
			<i>Line Description:</i> Signal Moderbuzation		
0253086	04/18/25	P	LINA	0000015623	37,404.76
			<i>Line Description:</i> Active Life/AD&D Prem Apr 25 LTD Ins Prem Apr 25 Retiree Life Apr 25 Voluntary Life Ins Apr 25		
0253087	04/18/25	P	Lyons Security Service Inc	0000027168	22,290.00
			<i>Line Description:</i> 24 Hr Security Lions Park		
0253088	04/18/25	P	Mesa Consolidated Water District	0000003144	16,833.14
			<i>Line Description:</i> Fairview Pk Meter Installation		
0253089	04/18/25	P	R&M Electrical Contracting	0000030498	33,895.93
			<i>Line Description:</i> Installation LED Lighting-Nov Retention Payable		
0253090	04/18/25	P	Southern California Edison Company	0000004088	34,626.68
			<i>Line Description:</i> 360 Ogle 3/12-4/9/25 Shalimar Park 3/10-4/7/25 Arlington Ped X 3/11-4/8/25 3175 Airway 3/11-4/8/25 1587 Sunflower 3/10-4/7/25 152 Baler Ped 3/11-4/8/25 707 W 18th 3/7-4/6/25		

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> 711 W 18th 3/7-4/6/25 744 James 3/7-4/6/25 745 W 18th 3/7-4/6/25 2293 Canyon 3/7-4/6/25 980 Arlington C 3/11-4/8/25 980 Arlington Ped 3/11-4/8/25 1050 Arlington Ped 3/11-4/8/25 1071 Arlington Irr 3/11-4/8/25 744 James A 3/7-4/6/25 1256 Adams 3/12-4/9/25 717&721 James 3/7-4/6/25 2590 Placentia B 3/7-4/6/25 350 Bristol Ped 3/11-4/8/25 BCC 3/7-4/6/25 Vet Hall 3/7-4/6/25 1940 Placentia 3/7-4/6/25 410 Merrimac 3/12-4/9/25 410 Merrimac 3/12-4/9/25 1350 S Coast 3/10-4/7/25 Prez Park 3/13-4/10/25 734 James 3/7-4/6/25 740 James 3/7-4/6/25 Signals 2/5-4/6/25		
0253092	04/18/25	P	Sun Badge Company	0000004183	17,781.34
			<i>Line Description:</i> BADGES SHIPPING SALES TAX (7.75%) DIE/TOOLING CHARGE		
0253093	04/18/25	P	WHP Trainingtowers	0000030251	24,211.32
			<i>Line Description:</i> Pre-Fabricated Training Towers Retention-Proj FS4		
0253094	04/18/25	P	Yunex LLC	0000029573	37,461.72
			<i>Line Description:</i> Traffic Signal Call Out-Mar 25		

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 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> Traffic Signal Maint Mar 2025 Traffic Signal Call Out-Feb 25		
0253095	04/18/25	P	ARC	0000022726	417.58
			<i>Line Description:</i> Voting District Map Color Poster Booklets		
0253096	04/18/25	P	AT & T	0000001107	4,560.41
			<i>Line Description:</i> Red Phone Fire Sta#2 Red Phone Fire Sta#3 Red Phone Fire Sta#4 Red Phone Fire Sta#1 Red Phone Fire Sta#5 PRI Circuit Inbound Trunk Fire Emergency Line Jack Hamett Sports Complex WSS Alarm DRC Fire Alarm Lions Park Baseball Field Red Phone Fire Sta#6 800 Mhz Radio Link IT Computer Room DRC Alarm Cool Line for PD TeWinkle Park NHCC Fire Alarm DID Trunk Line Outgoing Trunk Line Estancia Park Wakeham Park Smallwood Park PD Emergency Line		
0253098	04/18/25	P	AVNI Enterprises Inc	0000030676	811.39
			<i>Line Description:</i> Stock-Actuator Kit Turbo Charg		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0253099	04/18/25	P	Air Filter Supply Inc <i>Line Description:</i> Range Air Fileters & Frames	0000026763	1,463.73
0253100	04/18/25	P	Angel Auto Spa LLC <i>Line Description:</i> PD Care Wash-Feb 2025	0000027465	1,658.95
0253101	04/18/25	P	Bay Alarm Company <i>Line Description:</i> Shelter Security Svc Apr-Jun25	0000030239	191.52
0253102	04/18/25	P	Beau Hossler <i>Line Description:</i> Basketball Referee 4/9/25 Basketball Referee 4/14/25	0000029714	140.00
0253103	04/18/25	P	CBE <i>Line Description:</i> Copier Maint 3/5-4/4/25 Copier Maint 3/5-4/4/25	0000015149	596.07
0253104	04/18/25	P	Canon Financial Services Inc <i>Line Description:</i> Copier Lease 4/20-5/19/25 Copier Lease-Apr 2025 Copier Lease-Apr 2025 Copier Lease 4/20-3/19/2025	0000023241	2,240.88
0253105	04/18/25	P	Community Controls <i>Line Description:</i> Corp Yard Gate Repair	0000020782	220.00
0253106	04/18/25	P	Continental Interpreting Services Inc <i>Line Description:</i> Interpreting Fee Interpreting Fee	0000024355	1,300.00

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0253107	04/18/25	P	Corey & Stewart	0000031238	4,375.00
			<i>Line Description:</i> Fit for Duty Evaluation		
0253108	04/18/25	P	Costa mesa Brakes & Tires Inc	0000031234	270.00
			<i>Line Description:</i> Refund Invoice #25020599501		
0253109	04/18/25	P	Crosstown Electrical & Data Inc	0000017487	14,360.38
			<i>Line Description:</i> Retention Proj #24-02		
0253110	04/18/25	P	DKS Associates	0000024769	3,180.00
			<i>Line Description:</i> Fairview Road/Belfast Ave Feb		
0253111	04/18/25	P	Daisy Pineda	0000031220	1,500.00
			<i>Line Description:</i> Refund Permit PDVR-24-0014		
0253112	04/18/25	P	Daniels Tire Service	0000001922	1,038.50
			<i>Line Description:</i> Recycle Tire Pick-Up Return/Credit Tire Services		
0253113	04/18/25	P	Demetrius Mayhand	0000030111	140.00
			<i>Line Description:</i> Basektball Referee 4/9/25 Basketball Referee 4/14/25		
0253114	04/18/25	P	Digital Magic Signs	0000012837	1,056.77
			<i>Line Description:</i> Vehicle Graphics #727 Vehicle Graphics #700 Vehicle Graphics #700		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0253115	04/18/25	P	Division of the State Architect <i>Line Description:</i> Disability Access Ed Fee	0000021296	1,083.60
0253116	04/18/25	P	Eagle Power Electric Inc <i>Line Description:</i> Refund Permit BIEL-24-0024	0000031233	146.04
0253117	04/18/25	P	Environmental Science Associates <i>Line Description:</i> Bear St MND Peer Review-Feb 25	0000024040	9,003.50
0253118	04/18/25	P	Federal Technology Solutions Inc <i>Line Description:</i> SALES TAX (7.75%) MATERIALS LABOR	0000024174	6,979.80
0253119	04/18/25	P	Fidel Pizana <i>Line Description:</i> Refund Rec Dep 2008798.002	0000031224	250.00
0253120	04/18/25	P	First Choice Service <i>Line Description:</i> Coffee & Water Svc-3/21/25 Coffee & Water Svc-3/5/25 Coffee & Water Svc-3/2/25	0000023961	1,516.23
0253121	04/18/25	P	Galls LLC <i>Line Description:</i> Uniform-Truong Uniform-Taylor Uniform-Sanchez Uniform-Morgan Uniform-McMahon Uniform-Shield Duty Gear Uniform-Nguyen Uniform-Durbin	0000002297	9,703.54

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> Uniform-Nicolas Return Uniform--Moore Uniform-Bissell Uniform-Gonzalez		
0253122	04/18/25	P	Grainger	0000002393	3,043.68
			<i>Line Description:</i> 313-Liquid Transfer&Fuel Pump Stock-LTD EXT CRD Hardware Welding Helmet Welding Helmet Hardware		
0253123	04/18/25	P	Hussam Bard	0000031232	500.00
			<i>Line Description:</i> Refund Permit PLUR-24-0060		
0253124	04/18/25	P	Integrated Impressions	0000003403	5,292.28
			<i>Line Description:</i> Promo Items Promotional Items Promotional Items		
0253125	04/18/25	P	James Snordan	0000029974	70.00
			<i>Line Description:</i> Basketball Referee 4/14/25		
0253126	04/18/25	P	John Curci	0000031226	1,665.76
			<i>Line Description:</i> Refund Permit BPCR-25-0070		
0253127	04/18/25	P	Johnson Controls Fire Protection LP	0000026089	606.75
			<i>Line Description:</i> PD Helicopter Pad		
0253128	04/18/25	P	Js Electric	0000031216	92.08
			<i>Line Description:</i> Refun BELC-25-0060		

City of Costa Mesa Accounts Payable  
**SUMMARY CHECK REGISTER**

Bank: CITY  
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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0253129	04/18/25	P	Knorr Systems Inc <i>Line Description:</i> Carbon Dioxide Refill	0000005036	544.03
0253130	04/18/25	P	Langlois Fancy Frozen Foods <i>Line Description:</i> Jail Food Services March 25	0000030651	282.70
0253131	04/18/25	P	Lets Roll Girls LLC <i>Line Description:</i> Refund Permit RVEH-24-3659 Refund Permit ROPR-24-3815	0000031219	104.00
0253132	04/18/25	P	Linscott Law & Greenspan Engineers Inc <i>Line Description:</i> Del Mar Bike Ln-Nov 2024	0000010877	1,500.00
0253133	04/18/25	P	Los Angeles Times <i>Line Description:</i> Legal Advertising ADU Ordinance Jamboree Housing	0000003000	2,441.74
0253134	04/18/25	P	Marta Shinn <i>Line Description:</i> Refund Rec Dep2008799.002	0000031225	100.00
0253135	04/18/25	P	Melad & Associates <i>Line Description:</i> Consulting Plan Check Svcs	0000005068	75.00
0253136	04/18/25	P	Merrimac Energy Group <i>Line Description:</i> Diesel Fuel FS#3 Tank 13	0000021566	2,033.26
0253137	04/18/25	P	MetLife Legal Plans Inc <i>Line Description:</i> MetLife Legal Premium	0000014707	5,148.00

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0253138	04/18/25	P	Napa Auto & Truck Parts <i>Line Description:</i> Parts-March 25	0000012968	11,556.68
0253139	04/18/25	P	National Data & Surveying Services <i>Line Description:</i> Volume & Speed Counts at One L Volume&Speed Counts Two Locati Volume&Speed Counts One Locati	0000021249	570.00
0253140	04/18/25	P	Nationwide Retirement Solutions Inc <i>Line Description:</i> Repay Nationwide CK#2010779807	0000020461	292.17
0253141	04/18/25	P	OC Animal Allies <i>Line Description:</i> Refund Rec Dep 2008813.002 Refund Rec Dep 2008796.002	0000031222	600.00
0253142	04/18/25	P	Orange County Dept of Education <i>Line Description:</i> Refund Rec Dep 2008833.002 Refund Rec Dep 2008830.002	0000000442	1,000.00
0253143	04/18/25	P	Outwater & Pinckes LLP <i>Line Description:</i> Refund Sbpn Dep 001-00381477	0000031217	275.00
0253144	04/18/25	P	Patty Lara <i>Line Description:</i> Refund Rec Dep 2008817.002	0000031223	500.00
0253145	04/18/25	P	Quadient Inc <i>Line Description:</i> Quadient Credit Line Mar 25	0000028798	3,539.00

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0253146	04/18/25	P	Russell Hamilton	0000031218	267.46
			<i>Line Description:</i> Refund Permit BMEC-25-0014		
0253147	04/18/25	P	SVT Fleet Solutions	0000030535	5,820.14
			<i>Line Description:</i> 514-Foam Assembly Replaced		
0253148	04/18/25	P	Siemens Industry Inc	0000002904	11,977.79
			<i>Line Description:</i> 3rd Floor East AH shaft & bear		
0253149	04/18/25	P	Staples Advantage	0000024532	3,855.60
			<i>Line Description:</i> Office Supplies HR Office Supplies Community Srvs Office Supplies Community Impr Office Supplies Maint Fleet Office Supplies City Clerk Office Supplies- Building Office Supplies Planning Office Supplies Finance Office Supplies- Parks Office Supplies-PD Office Supplies IT		
0253150	04/18/25	P	Terrell Thorogood	0000030424	70.00
			<i>Line Description:</i> Basketball Referee 4/9/25		
0253151	04/18/25	P	Tru Roots OC LLC	0000031221	1,500.00
			<i>Line Description:</i> Refund Permit FZ-21-0221		
0253152	04/18/25	P	US Bank	0000002228	7,024.64
			<i>Line Description:</i> Payroll 25-07		

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>
0253153	04/18/25	P	Ultimate Builders Inc	0000031215	120.97
			<i>Line Description:</i> Refund Permit BIPL-25-0009		
0253154	04/18/25	P	UniFirst Holdings Inc	0000030616	71.40
			<i>Line Description:</i> CLEANING SERVICE		
0253155	04/18/25	P	United Rentals (North America), Inc	0000010121	923.86
			<i>Line Description:</i> Concrete and Mixer Concrete and Mixer		
0253156	04/18/25	P	United Site Services of California Inc	0000015552	149.01
			<i>Line Description:</i> Portable Toilet Svc 2/26-3/25 Portable Toilet Svc 2/25-3/25		
0253157	04/18/25	P	Verizon Wireless	0000008717	5,296.46
			<i>Line Description:</i> WIRELESS PHONE WIRELESS PHONE 2/18-3/17/25 WIRELESS PHONE 2/18-3/17/25		
0253158	04/18/25	P	Vulcan Materials Company	0000007403	2,161.87
			<i>Line Description:</i> Asphalt Pothole Sidewalk Ramps Asphalt Pothole Sidewalk Ramps Asphalt Potholes Sidewalk Ramp Asphalt Sidewalk Pothole Ramps Asphalt Potholes Sidewalk Ramp Asphalt Sidewalk Pothole Ramps		
0253159	04/18/25	P	Wallop Water USA LLC	0000030376	1,366.97
			<i>Line Description:</i> WATER STATION RENTALS		
0253160	04/18/25	P	Ware Disposal Inc	0000000255	3,305.06

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> James St -Apr 2025 CMBS Trash Svc-Apr 2025		
0253161	04/18/25	P	weCompost2	0000030680	500.00
			<i>Line Description:</i> Earth Day Compost Demonstratio		
<b>TOTAL</b>					<b><u>\$878,766.92</u></b>

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
019886	04/18/25	P	Achdjian Real Estate Advisory	0000030549	5,985.00
			<i>Line Description:</i> Real Estate Svc Jan-Mar 2025		
019887	04/18/25	P	CDW Government Inc	0000005402	341.04
			<i>Line Description:</i> PROSUPPORT MAINTENANCE		
019888	04/18/25	P	Jack R. Sweeney	0000030173	4,170.04
			<i>Line Description:</i> 3190 E Airport Loop-Apr 2025		
019889	04/18/25	P	Jason Pyle	0000013001	766.36
			<i>Line Description:</i> National Character & Leadershi		
019890	04/18/25	P	Judith Ortiz Luis	0000025079	3,424.37
			<i>Line Description:</i> CST Conference		
019891	04/18/25	P	Monte Peters	0000022201	215.00
			<i>Line Description:</i> Sherman Block SIL		
019892	04/18/25	P	Olivia Rogers	0000025187	374.00
			<i>Line Description:</i> Central Square Conf		
019893	04/18/25	P	Travel Costa Mesa	0000024750	244,092.19
			<i>Line Description:</i> BIA Mar 2025		
<b>TOTAL</b>					<b>\$259,368.00</b>



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-277

**Meeting Date:** 5/6/2025

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**TITLE:**

**MINUTES**

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

**RECOMMENDATION:**

City Council approve the minutes of the regular meeting of April 15, 2025.



**REGULAR CITY COUNCIL AND HOUSING AUTHORITY**  
**April 15, 2025 - CLOSED SESSION - 4:00 P.M.**

**CALL TO ORDER** – The Closed Session meeting was called to order by Mayor Stephens at 4:01 p.m.

**ROLL CALL**

Present: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens (Left at 10:39 p.m.).

Absent: None.

**PUBLIC COMMENTS – NONE.**

**CLOSED SESSION ITEMS:**

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: Schaefer v. City of Costa Mesa  
Orange County Superior Court Case No. 30-2022-01286737-CU-PO-CJC
2. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: DBO Investments CM, LLC v. City of Costa Mesa  
Orange County Superior Court Case No. 30-2023-01360125-CU-CR-NJC.
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**  
Pursuant to California Government Code Section 54956.8  
APN: 140-041-81  
Property: 3333 Susan Street, Costa Mesa, CA 92626  
Agency Negotiator: Lori Ann Farrell Harrison, City Manager  
Negotiating Parties: Legacy Partners  
Under Negotiation: Price and Terms of Payment

Ms. Hall Barlow, City Attorney requested to add to the Closed Session agenda one item: Conference with Legal Counsel – Anticipated Litigation – One Case, Pursuant to California Government Code Section 54956.9 (d)(2), due to the item requiring action prior to the next regularly scheduled City Council meeting and the item arose after the posting of the current agenda.

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

**MOTION:** Add Conference with Legal Counsel – Anticipated Litigation – One Case, Pursuant to California Government Code Section 54956.9 (d)(2) to the Closed Session Agenda.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

**4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATION OF LITIGATION - ONE CASE**

Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.

City Council recessed at 4:03 p.m. for Closed Session.

Closed Session recessed to open session at 6:10 p.m.

Closed Session resumed at 10:39 p.m. after open session.

Closed Session adjourned at 11:42 p.m.

**CALL TO ORDER** - The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:10 p.m.

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

**MOMENT OF SOLEMN EXPRESSION** – Led by Pastor Christine Nolf, Redemption Church.

**ROLL CALL**

Present: Council Member Buley, Council Member Gameros, Council Member Pettis, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens (Left at 10:39 p.m.).

Absent: None.

**CITY ATTORNEY CLOSED SESSION REPORT** – No reportable action.

**PRESENTATIONS:**

Active Transportation Committee Chair Andrew Barnes and Vice Chair Michael Moses Nolf provided an update to the City Council.

**PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA**

Jose Toscano spoke on comments made by Council Members on social media.

Mat Garcia, President of Harbor Soaring Society, spoke on the Harbor Soaring Society and their activities.

Flo Martin thanked City Manager Farrell Harrison for the maintenance of the palm trees on Tanager Drive and thanked the Police Department for issuing citations on Newport Boulevard and 19<sup>th</sup> Street.

David Martinez thanked the Active Transportation Committee and Public Works Department for their investment in the City.

Janna Moore and Larisa Moffit from Epilepsy Support Network of Orange County, spoke on the fight against Epilepsy, and on the May 3<sup>rd</sup> Seizure Wars Walk at Tewinkle Park.

Speaker, spoke on public safety as the highest priority of City Council, and that public safety includes lifeguards, homelessness, safe streets, safe sidewalks, and bike lanes, and spoke in support of safety improvements for motorists, pedestrians, and bicyclists.

Debra Lee, Founder of Furever Heaven Foundation, spoke in support of a Trap Neuter Return policy.

Trace Yulie, spoke in support of active transportation improvements.

Speaker, Save Our Youth (SOY), introduced Soy students to give a presentation.

Speaker, SOY Leadership Program, spoke on homelessness in the community.

Speaker, SOY Leadership Program, spoke on homelessness in the community.

David Perez, SOY Leadership Program, spoke on a blanket drive for the homeless.

Speaker, SOY Leadership Program, spoke on a blanket drive for the homeless.

Kim Hendricks, Fairview Park Alliance, spoke on Fairview Park and on the U.S. Fish and Wildlife Service communication against Harbor Soaring Society flying at Fairview Park until the Master Plan is completed, and requested moving Harbor Soaring Society off of the vernal pools.

Speaker, spoke in support of active transportation improvements.

Speaker, thanked staff for the response for the HDL tax information, spoke on tax generators in the City, and spoke on funding for the Arts Master Plan.

Speaker, spoke in support of the Active Transportation Committee and the work they have done.

Speaker, spoke on the Active Transportation Committee work and projects accomplished, thanked Council Member Reynolds for the work on the Committee, spoke in support of all committees making annual presentations, spoke on the improvements and the low costs for the active transportation projects, and thanked staff for pursuing grants.

David Larson spoke against removing a Chinese Elm tree in front of his house and requested if it could be trimmed instead.

Cynthia McDonald, Costa Mesa, spoke in support of citizen participation and engaging the public, requested more town hall meetings, and spoke on the upcoming Fairview Park Steering Committee meeting.

Speaker, expressed safety concerns in the area of Adams Avenue and Fairview Road.

Speaker, spoke in support of the 311 App and requested it to be fully useable in Spanish, and spoke on a lack of parking enforcement and using the 311 App for better enforcement.

Speaker, spoke on the Active Transportation Committee presentation, requested traffic data on Towne Street due to the traffic improvements on 19th St., spoke on homelessness, and spoke on citizen engagement.

Speaker, spoke on biodiversity systems at Fairview Park and preserving Fairview Park, and spoke against the Harbor Soaring Society flying at Fairview Park.

### **COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS**

Council Member Marr thanked the Active Transportation Committee, thanked the SOY students for their presentation, spoke in support of more town hall meetings, spoke on the amenities provided to facilitate public participation in Spanish, thanked Mr. Larson for bringing the Chinese Elm tree to the attention of City Council, and spoke in support of an ethics policy and encouraged staff to look at the City of Irvine as a starting point.

Council Member Reynolds spoke on protecting the Chinese Elm tree, spoke on communicating to the residents on Towne Street about the traffic study that was completed, thanked staff and the Active Transportation Committee for their work on grants, thanked Ms. Torres for responding to citizen requests, spoke on the Arts Commission recently awarding grants and inquired if special event fees could be waived, spoke in support of a Code of Conduct policy for City Council, Commissioners, and Committee Members and requested City Council values be posted at City Hall.

Council Member Pettis spoke on attending the OC Japan Fair, spoke on community engagement and responding to individual residents, spoke on street improvements on 16<sup>th</sup> street including parking restrictions approaching the crossings, striped crosswalks, and striping to highlight the speed humps, spoke on working with Mr. Martin, Transportation Services Manager to respond to residents requests, and spoke on parking enforcement for street sweeping.

Council Member Buley thanked SOY students for speaking, responded to Mr. Larson's comment regarding the Chinese Elm and requested staff to revisit the decision, spoke on attending the OC Japan Fair, attending the Finance and Pension Advisory Committee meeting, spoke on citizen involvement at the Committee level, and recognized Mayor Stephens for addressing the Gisler bridge issue at the OCTA meeting, and spoke on good governance.

Council Member Gamos recognized Jasmine Vega for receiving the City Manager's Award and congratulated Sergio Escobar for receiving a leadership award, spoke on meeting with individuals from SOY and spoke on mentorship, and spoke in support of hearing from constituents.

Mayor Pro Tem Chavez spoke on the SOY student's presentation and the blanket drive which is April 21<sup>st</sup> to the 25<sup>th</sup> and the blankets can be dropped off at SOY, recognized Public Safety Dispatcher Week and praised dispatch for their work, spoke on attending the Orange County Chamber of Commerce awards event, spoke on attending the OC Japan Fair, thanked the Vista Harbor Center for paving the alley at Center Street, spoke on saving the Chinese Elm tree, suggested more patrolling at Adams Avenue and Fairview Road, spoke in support of more town halls, and requested to agendaize an item for a Trap Neuter and Return Program.

Mayor Stephens spoke in support of having more town halls on specific issues, spoke on saving the Chinese Elm tree and the appeal process, spoke on the SOY students who attended the meeting, spoke on the Arts Commission description on the website and requested a report back, spoke on the Finance and Pension Advisory Committee meeting and recommendations that were made to the City Council, spoke on meeting with the Chair and Vice Chair of the Finance and Pension Advisory Committee, and spoke on his efforts at the OCTA meeting to remove the Gisler Bridge from the Master Plan of Highways and that Fountain Valley was not in support and the item was continued for 30 days.

**REPORT – CITY MANAGER – NONE.**

**REPORT – CITY ATTORNEY – NONE.**

### **CONSENT CALENDAR**

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

**MOTION:** Approve the Consent Calendar except for item no. 5.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: Council Member Gamos recused himself on item 3 the Warrant Resolution due to his wife working at Priceless Pets.

Motion carried: 7-0

### **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: Karen Franco, Gail Kay, Nona Wolverton, Masoon Yazarlou.

**3. ADOPTION OF WARRANT RESOLUTION**

Council Member Gameros recused himself on the item due to his wife working at Priceless Pets.

**ACTION:**

City Council approved Warrant Resolution No. 2732.

**4. MINUTES**

**ACTION:**

City Council approved the minutes of the regular meeting of April 1, 2025.

**ITEMS PULLED FROM THE CONSENT CALENDAR**

**5. 2024 2015-2035 GENERAL PLAN ANNUAL PROGRESS REPORT (APR)**

**Public Comments:**

Speaker, spoke on a structural budget deficit, spoke on SB-1000 and unfunded mandates, stated the city has added 100 full-time employees and is keeping consultants but reducing the CIP, spoke on deferred maintenance on potholes, spoke in opposition of the item, and requested City Council to revisit becoming a Charter City.

Cynthia McDonald, Costa Mesa, spoke on SB-1000, and requested the City provide restroom facilities at parks.

Speaker, spoke against mocking people with disabilities.

**MOVED/SECOND:** Mayor Stephens/Mayor Pro Tem Chavez

**MOTION:** Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: Council Member Pettis.

Absent: None.

Abstain: None.

Motion carried: 6-1

**ACTION:**

City Council approved the 2024 Annual Progress Report for the 2015-2035 Costa Mesa General Plan for submittal to the State Office of Land Use and Climate Innovation (LUCI) [formerly known as the Office of Planning and Research (OPR)], and State Department of Housing and Community Development (HCD).

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

City Council recessed into a break at 8:17 p.m.

City Council reconvened at 8:30 p.m.

**PUBLIC HEARINGS:**

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

**1. APPEAL OF THE PLANNING COMMISSION'S DECISION TO APPROVE A CONDITIONAL USE PERMIT (CUP) PCUP-24-0011 TO OPERATE A RETAIL CANNABIS STOREFRONT BUSINESS WITH DELIVERY LOCATED AT 1912 HARBOR BOULEVARD ("GREEN MART"), IN THE LOCAL BUSINESS DISTRICT (C1)**

Ex-Parte Communications: Mayor Stephens and Mayor Pro Tem Chavez spoke with both the applicant and appellant, and Council Members Marr and Gameros spoke with the applicant.

Presentation by Mr. Drapkin, Assistant Development Services Director.

Kendra Carney Mehr, representing the appellant, spoke on the project.

Keith Sheinberg, applicant, spoke on the project.

Public Comments:

James Peters spoke in opposition of the project.

Speaker, spoke in opposition of the project.

Nora Brown, spoke in opposition of the project.

Speaker, spoke in support of the project.

Speaker, spoke in opposition of the project.

Speaker, spoke in support of the project.

Speaker, spoke in opposition of the project.

Speaker, spoke in support of the project.

Speaker, spoke in opposition of the project.

Speaker, spoke in support of the project.

Speaker, spoke in opposition of the project.

Speaker, spoke in opposition of the project.

Speaker, spoke in opposition of the project.

Alicia Cox spoke in support of the project.

**MOVED/SECOND:** Council Member Gameros/Mayor Stephens

**MOTION:** Uphold the Planning Commission's decision to approve Conditional Use Permit PCUP-24-0011 based on findings of fact and subject to the conditions of approval as contained in the Resolution.

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

**SUBSTITUTE MOTION:** Deny the approval of the Conditional Use Permit PCUP-24-0011 and direct staff to prepare a resolution for denial reflecting that the necessary findings could not be met, the proposed development or use is not substantially compatible with the developments in the same general area and would be materially detrimental to other properties within the area and that granting the CUP would be materially detrimental to the health, safety, and welfare of the public and injurious to property or improvements within the immediate neighborhood.

The motion carried by the following roll call vote:

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

Nays: Council Member Gameros and Mayor Stephens.

Absent: None.

Abstain: None.

Motion carried: 5-2

**ACTION:**

City Council denied the approval of the Conditional Use Permit PCUP-24-0011 and directed staff to prepare a resolution for denial reflecting that the necessary findings could not be met, the proposed development or use is not substantially compatible with the developments in the same general area and would be materially detrimental to other properties within the area and that granting the CUP would be materially detrimental to the health, safety, and welfare of the public and injurious to property or improvements within the immediate neighborhood.

**2. RESOLUTION FOR APPROVAL OF THE DRAFT RELOCATION PLAN AND RELOCATION ASSISTANCE FOR TENANTS OF 778 SHALIMAR DRIVE**

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

Public Comments:

Jenn Tanaka spoke in support of the item, and stated the Housing Trust Fund is intended to build new housing.

**MOVED/SECOND:** Mayor Pro Tem Chavez/Mayor Stephens

**MOTION:** Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

**ACTION:**

1. City Council adopted Resolution No. 2025-06 approving the draft Relocation Plan for the Shalimar Park Expansion Project's acquisition of real property located at Assessor's Parcel Number 424-051-23 (778 Shalimar Drive) and appropriating funds thereof.
2. Authorized an appropriation of \$203,717 in the Housing Trust Fund (Fund 222) for relocation assistance.
3. Authorized the City Manager, City Attorney, and Finance Director to implement the approved Relocation Program.

**OLD BUSINESS:**

1. **APPOINTMENT TO THE ANIMAL SERVICES COMMITTEE AND CONFIRMING THE ORANGE COUNTY MODEL ENGINEERS (OCME) LIAISON TO THE FAIRVIEW PARK STEERING COMMITTEE**

Presentation by Ms. Green, City Clerk.

Public Comments: None.

**MOVED/SECOND:** Mayor Pro Tem Chavez/Mayor Stephens

**MOTION:** Appoint Calvin Alvarez to the Animal Services Committee and confirm Hank Castignetti as the Orange County Model Engineers City liaison to the Fairview Park Steering Committee.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

**ACTION:**

1. Mayor Pro Tem Chavez appointed Calvin Alvarez to the Animal Services Committee with a term expiration of April 2027.
2. The City Council confirmed Hank Castignetti as the Orange County Model Engineers (OCME) City liaison to the Fairview Park Steering Committee.

**NEW BUSINESS: NONE.**

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

**ADJOURNMENT** – Mayor Stephens adjourned the open meeting at 10:39 p.m. and City Council recessed to Closed Session. Closed Session ended at 11:42 p.m., and the City Attorney stated there would be no reporting out.

**Minutes adopted on this 6<sup>th</sup> day of May, 2025.**

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John Stephens, Mayor

ATTEST:

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Brenda Green, City Clerk

DRAFT



# CITY OF COSTA MESA

77 Fair Drive  
Costa Mesa, CA 92626

## Agenda Report

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**File #:** 25-271

**Meeting Date:** 5/6/2025

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**TITLE:**

**ALERTOC MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF COSTA MESA AND THE COUNTY OF ORANGE**

**DEPARTMENT:** POLICE DEPARTMENT

**PRESENTED BY:** DELCIE HYNES, EMERGENCY SERVICES MANAGER

**CONTACT INFORMATION:** DELCIE HYNES, EMERGENCY SERVICES MANAGER 714-754-5189

**RECOMMENDATION:**

Staff recommends the City Council:

1. Approve the Memorandum of Understanding (MOU) between the City of Costa Mesa and the County of Orange to allow the use of the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operations Guidelines and vendor-provider agreements, commencing on December 30, 2024, through December 30, 2029.
2. Authorize the City Manager and/or her designee to execute and manage the MOU on behalf of the City of Costa Mesa.

**BACKGROUND:**

AlertOC has been used since its inception in 2008 to contact hundreds of thousand Orange County residents in times of emergency. Public safety agencies have employed AlertOC for a wide range of notifications, including missing children, severe weather warnings, COVID-19 information, and evacuations when required for public safety purposes.

On July 22, 2008, the Orange County Board of Supervisors (BOS) extended use of the AlertOC system regionally by approving a MOU with Orange County municipalities and public universities, which are responsible for protecting a resident population and maintains a dedicated Public Safety Answering Point (PSAP).

As a full-service City providing police, fire and 911 emergency communications services, Costa Mesa has a dedicated PSAP and is eligible to enter an MOU with the County for its own use of AlertOC. The MOU allows the City to use the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operating Guidelines and vendor-provided agreements.

Over time, the County of Orange has updated the terms and conditions of the AlertOC operating guidelines, which has resulted in updates to the MOU. On June 18, 2013, the Orange County Board of Supervisors approved an MOU with cities, public universities, and water agencies to allow their use of the County's Countywide Mass Notification System under the terms and conditions of the County's Operating Guidelines and vendor-provided agreements for the period of July 1, 2013, through June 30, 2016.

On May 5, 2016, the Board renewed the MOU with Orange County cities, universities, and water agencies for a five-year term from July 1, 2016, through June 30, 2021. On June 22, 2021, the Board approved an updated version of the MOU with the Orange County cities, universities, and water agencies for a four-year term from July 1, 2021, to June 30, 2025. Most recently, on November 19, 2024, the Board approved an updated version of the MOU with the Orange County cities, universities, and water agencies for a five-year term from December 30, 2024, to December 20, 2029. The updated version of the MOU approved by the County is the basis for this recommendation.

**ANALYSIS:**

Staff is requesting the approval of a non-financial MOU between the City of Costa Mesa and the County of Orange for use of the Countywide Mass Notification System for the term of December 30, 2024, through December 30, 2029.

Approval of the MOU with the County of Orange will allow the City of Costa Mesa to continue using the County's Countywide Mass Notification System, AlertOC, to notify our residents in times of emergency.

**ALTERNATIVES:**

The City Council could decide not to approve the MOU with the County of Orange; however, this alternative is not recommended because it would result in the loss of access to the AlertOC mass notification system which would be essential in the event of a disaster.

**FISCAL REVIEW:**

There is no fiscal impact with this action as the AlertOC service is provided through the Memorandum of Understanding (MOU) between the City of Costa Mesa and the County of Orange.

**LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goal: Strengthen the public's safety and improve the quality of life.

**CONCLUSION:**

Staff recommends the City Council:

1. Approve the Memorandum of Understanding (MOU) between the City of Costa Mesa and the County of Orange to allow the use of the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operating Guidelines and vendor-provided agreements, commencing on December 30, 2024, through December 30, 2029.
2. Authorize the City Manager and/or her designee to execute and manage the MOU on behalf of the City of Costa Mesa.

## Attachment A

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF ORANGE  
AND  
PARTICIPANTS  
FOR USE OF COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Memorandum of Understanding, hereinafter referred to as “MOU,” dated December 30, 2024, which date is stated for purposes of reference only, is entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the undersigned municipalities, public universities and water agencies responsible for protecting a resident population and maintaining a dedicated public safety answering point (PSAP) within the County of Orange, hereinafter referred to individually as “PARTICIPANT” or collectively as “PARTICIPANTS.”

This MOU is intended to establish governance and terms of use for a Countywide Public Mass Notification System.

**RECITALS**

WHEREAS, COUNTY is sponsoring a Countywide Public Mass Notification System (“System”) for the primary intent of providing timely communication to the public during times of emergency; and

WHEREAS, the County is making use of the System available to all cities and agencies within the County of Orange who have the responsibility for protecting a resident population and maintaining a dedicated public safety answering point (PSAP); and

WHEREAS, COUNTY entered into Orange County Agreement No MA-060-25010178 (“Agreement”) with Everbridge, Inc., for the provision of Public Mass Notification System Services, on or about December 30, 2024 attached hereto as Attachment A, to disseminate critical, time-sensitive emergency information to COUNTY’s residents and businesses through phone and e-mail devices for emergency notification purposes; and

WHEREAS, COUNTY agrees to provide to PARTICIPANTS access to the services provided by Everbridge, Inc. as contained in the Agreement in exchange for abiding by the terms set forth in this MOU; and

WHEREAS, PARTICIPANTS agree to uphold the same terms and conditions of the Agreement, to use the System in compliance with all usage agreements, including but not limited to the End User License Agreement, identified and incorporated herein as Attachment A (Orange County Agreement No. MA-060-25010178 and Attachment B (Countywide Public Mass Notification System Policy and Guideline) and the terms of this MOU to receive the benefits under the Agreement

NOW, THEREFORE, the parties agree as follows:

**I. Definitions:**

“Agreement” shall refer to Orange County Agreement No. MA-060-25010178 between COUNTY and Everbridge, Inc.

“Countywide” shall mean all geographic locations in Orange County, California.

“Contact information” shall mean PARTICIPANT and public contact data stored in the System for the purpose of disseminating communication in accordance with this MOU and its Attachments.

“Confidential Information” shall include but not be limited to personal identifying information about an individual such as address, phone number, Social Security number, or any other identifier protected from disclosure by law, and/or any other information otherwise protected from disclosure by law, for example, the identity of a victim of a sex crime or a juvenile.

“Emergency” shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the COUNTY and PARTICIPANTS’ respective jurisdictions.

“Emergency information” shall mean information relevant to the safety and welfare of recipients in the event of an Emergency. Such information shall include but not be limited to instructions and directions to alleviate or avoid the impact of an emergency.

“Emergency notification situation” shall mean instances when emergency information is to be distributed through the System.

“Individual User” shall mean an agent, officer, employee or representative of PARTICIPANT that has been granted access to the System as set forth in this MOU.

“Non-emergency information” shall refer to information that is not relevant to the safety and welfare of recipients but has been deemed to be of significant importance to a PARTICIPANT’S jurisdiction to justify the use of the System to distribute such information.

“Non-emergency notification situation” shall mean instances when a PARTICIPANT deems non-emergency information to be of significance to a PARTICIPANT’S jurisdiction and the PARTICIPANT uses the System to distribute such information.

“System” shall mean the Public Mass Notification System as provided by Everbridge, Inc. to COUNTY under the Agreement. The System is designed to disseminate information by utilizing common communications, i.e. telephone and e-mail communications to community members and businesses as permitted under the Agreement.

- II. Hold Harmless:** PARTICIPANT will defend, indemnify and save harmless COUNTY, its elected officials, officers, agents, employees, volunteers and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which COUNTY, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of PARTICIPANT, its officers, agents, employees, subtenants, invitees, licensees, or contracted vendors. COUNTY will defend, indemnify and save harmless PARTICIPANT, its officers, agents, employees and volunteers from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which PARTICIPANT, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of COUNTY, its officers, agents, employees, subtenants, invitees, licensees, or contracted vendors.
- III. Term:** This MOU shall be in effect from December 30, 2024, and shall expire on December 30, 2029 unless COUNTY funding of the System becomes unavailable at which time PARTICIPANTS will be given six-month advance notice per the termination terms found in Paragraph VIII. Termination, below.
- IV. Scope of Services:** PARTICIPANTS shall receive from COUNTY access to the same services being provided by Everbridge, Inc. to the COUNTY under the Agreement. COUNTY's involvement in this MOU is limited only to extending the availability of the terms and conditions of the Agreement to the PARTICIPANTS.
- V. Use:** Use of the System and its data, including but not limited to contact information, is governed by the terms, conditions and restrictions set forth in the terms provided in Attachment A, B, and C. All PARTICIPANTS agree to the terms and conditions contained in Attachments A, B, and C. COUNTY retains the right to update Attachments A, B, and C as needed, in whole or in part, during the life of this MOU. Any and all revised Attachments will be distributed to PARTICIPANTS within five business days of the revision date and shall be incorporated into this MOU. Such modifications to the Attachments shall not be deemed an amendment for the purposes of Paragraph IX. Amendments, below.

PARTICIPANT, including each of its agents, officers, employees, and representatives who are given access to the System, agrees to abide by the individual terms of each agreement and the additional conditions incorporated herein. Breach of use may result in individual user or PARTICIPANT access account termination.

PARTICIPANT agrees to require each Individual User to execute an Individual User Agreement (Attachment C) regarding their obligations to maintain the confidentiality of login and password information; ensure that they will use the System in accordance with

all applicable laws and regulations, including those relating to use of personal information; that they may be responsible for any breach of the terms of the Agreement with Everbridge and/or this MOU; and the confidentiality provisions of this MOU. PARTICIPANT further agrees to provide a copy of the signed Individual User Agreement to COUNTY and notify COUNTY, in writing, if an individual user withdraws their consent to the Individual User Agreement at anytime during the term of this MOU. PARTICIPANT further agrees the COUNTY may update the Individual User Agreement and require a copy of the updated signed Individual User Agreement to the COUNTY.

The scope of services under the Agreement is limited to using the System to distribute business communication to PARTICIPANT inter-departmental resources and/or emergency information to the public in emergency notification situations.

All PARTICIPANTS have read and accept the terms and conditions found in COUNTY's "Countywide Public Mass Notification System Policy and Guideline (October 15, 2024)," attached hereto as Attachment B.

- VI. Notice:** Any notice or notices required or permitted to be given pursuant to this MOU shall be submitted in writing and delivered in person, via electronic mail or via United States mail as follows:

COUNTY:

County of Orange – Sheriff-Coroner Department  
Emergency Management Division  
Attn: Director of Emergency Management  
2644 Santiago Canyon Road  
Silverado, CA 92676

PARTICIPANTS: Each PARTICIPANT shall provide to COUNTY a contact person and notice information upon entering into this MOU. Each PARTICIPANT shall notify COUNTY if there is an updated contact person.

Notice shall be considered tendered at the time it is received by the intended recipient.

- VII. Confidentiality:** Each party agrees to maintain the confidentiality of confidential records and information to which they have access a result of their use of the System and pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. All information and use of the System shall be in compliance with California Public Utilities Code section 2872. No party shall post confidential information as part of a mass notification unless the law allows such information to be released.
- VIII. Termination:** The COUNTY or any PARTICIPANT may terminate its participation in this MOU at any time for any reason whatsoever. If any PARTICIPANT chooses to terminate its participation in this MOU, the terminating PARTICIPANT shall provide written notification in accordance with Paragraph VI. Notice, above. Such notice shall be

delivered to the COUNTY 30 days prior to the determined termination date. A terminating PARTICIPANT shall uphold the obligations contained in Paragraph II. Hold Harmless, in its entirety and Paragraph VII. Confidentiality, above. Upon termination, PARTICIPANT agrees to inform each PARTICIPANT user to stop using the System and to relinquish all System access, user accounts, passwords and non-PARTICIPANT data to COUNTY immediately. PARTICIPANT may choose to delete and/or export non-public PARTICIPANT (aka inter-departmental) owned contact information, as well as export resident provided contact information prior to termination. Resident provided contact information acquired through PARTICIPANT sources shall remain in the System and available to the County for regional or multi-jurisdictional notification use as needed.

Should COUNTY discontinue its funding for the System, which shall be grounds for COUNTY's termination of its participation, COUNTY shall give PARTICIPANTS one month advance courtesy notice prior to terminating the Agreement. All other reasons for terminating by COUNTY shall be valid upon providing notice to the PARTICIPANTS. Upon termination by COUNTY, this MOU shall no longer be in effect.

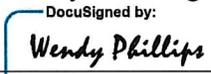
Termination by a PARTICIPANT shall not be deemed an amendment to this MOU as defined in Paragraph IX. Amendments, below.

**IX. Amendments:** This MOU may be amended only by mutual written consent of the parties involved unless otherwise provided for in this MOU. The modifications shall have no force and effect unless such modifications are in writing and signed by an authorized representative of each party. Termination by a PARTICIPANT or adding a new PARTICIPANT to this MOU shall not be deemed an amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates opposite the signatures.

**COUNTY OF ORANGE**

By:  Date: 12/13/2024  
Don Barnes, Sheriff-Coroner  
County of Orange

By:  Date: 10/23/2024  
Wendy Phillips, County Counsel  
County of Orange

**PARTICIPANT:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

CONTRACT MA-060-25010178  
 With  
 Everbridge, Inc.  
 For  
 Public Mass Notification System

This Contract MA-060-25010178, for the procurement of an Public Mass Notification System (PMNS), (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of Orange County Sheriff Department, OCSD, (hereinafter referred to as "County/Client,") and Everbridge, Inc., with a place of business at 155 N. Lake Ave., Suite 900, Pasadena, CA 91101-1849, (hereinafter referred to as "Contractor,") with County and Contractor sometimes individually referred to as "Party", or collectively referred to as "Parties"

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A-Scope of Work  
 Attachment B- Compensation and Pricing Provisions  
 Attachment C-Staffing Plan  
 Attachment D - Software Products – Maintenance and Support  
 Attachment E – Acceptance and Testing Procedures  
 Attachment F – Training  
 Attachment G – Functional Requirements

Exhibit I

RECITALS

WHEREAS, Contractor and County are entering into this Contract for the procurement of a Public Mass Notification System under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for the procurement of a Public Mass Notification System as set forth herein, and Contractor represented that it is qualified to provide a Public Mass Notification System to the County as further set forth here; and

WHEREAS, Contractor agrees to provide a Public Mass Notification System to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for a Public Mass Notification System with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

- **Administrator:** Government official, employee or agency responsible for the day-to-day responsibility and oversight for the mass notification system, including design, development, coordination, implementation, monitoring and evaluation.
- **Application program interface (API):** A set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
- **Coding Accuracy Support System (CASS):** Coding Accuracy Support System (CASS) is a certification system from the United States Postal Service (USPS) for address validation.
- **Cyber-protection:** The prevention of damage to, unauthorized use of, or exploitation of, and, if needed, the restoration of electronic information and communications systems and the information contained therein to ensure confidentiality, integrity, and availability. Includes protection and restoration, when needed, of information networks and wireline, wireless, satellite, public safety answering points, and 911 communications systems and control systems.
- **Data:** Any information, algorithms, or other content that the County, the County's employees, agents and end users upload, create or modify using the goods/services pursuant to this Contract, including but not limited to email addresses, telephone numbers, and geo-coded E911 data. Data also includes user identification information and metadata which may contain Data or from which the County's Data may be ascertainable. Personal Data shall include personal information, as defined by Civil Code Section 1798.3.
- **Data Breach:** Any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law
- **Documentation:** The term "Documentation" shall mean, with respect to any particular items: (i) all of the written, printed, electronic, or otherwise formatted materials that relate to such items, or any component thereof; (ii) all user, operator, system administration, technical, training, support, and other manuals and all other written, printed, electronic, or other format materials that represent, demonstrate, explain or describe the functional, operational or performance capabilities of such items; and (iii) all specifications, materials, flow charts, notes, outlines, manuscripts, writings, pictorial or graphical materials, schematics, and other documents that represent, demonstrate, explain or describe such items.
- **ESRI mapping:** (Environmental Systems Research Institute) is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management applications.
- **Geo-coding:** Provide geographical coordinates corresponding to (a location).
- **Geo-targeting/targeted:** The practice of delivering content to a user based on his or her geographic location.
- **Human Error:** Any action or inaction on the part of a Contractor's employee or agent that prevents the accomplishment of the goods'/services' intended functions and the services specified in the Scope of Work.
- **IPAWS:** FEMA's Integrated Public Alert and Warning System (IPAWS) is an internet-based capability that federal, state, local, tribal, and territorial authorities can use to issue critical public alerts and warnings.
- **Notification:** A communication distributed to the public and internal responders/relevant personnel that contains important, timely, accurate, and accessible information regarding an actual or potential emergency or incident, including the cause, size and current situation thereof; resources committed and response status of the emergency management organization; and other matters of general interest to the public, responders, and additional stakeholders (both directly affected and indirectly affected). Categories of notification may include: update, alert, advisory, activation, watch or warning.
- **Registrant:** Member of the public who is enrolled or enrolling in the system.

- **Security Incident:** The potentially unauthorized access to Personal Data or Non-Public Data the Contractor believes could reasonably result in the use, disclosure or theft of the County's unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.
- **Solutions:** Contractor's proprietary interactive communication services that the end-user Client has licensed access to.
- **Technical Failure:** A malfunction in the vendor's hardware or software which prevents the accomplishment of the services specified in the Scope of Work. A malfunction of the hardware prevents the accomplishment of the hardware's intended functions and services specified in the Scope of Work. A malfunction of the software prevents the accomplishment of intended services even though the hardware may be functioning properly. Technical failures include, but are not limited to, an improper or incomplete conversion or upgrade of the hardware or software.
- **User:** Government employee or affiliated volunteer who has the ability to log-in to the system for administrative purposes (e.g., maintaining contact lists, sending notifications, monitoring notification results, etc.). Includes employees and contractors of other public entities who are authorized by the County to access the system pursuant to a Memorandum of Understanding between the County and those public entities.
- **WEA/EAS:** Wireless Emergency Alerts/Emergency Alert System.

## ARTICLES

### **General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Intentionally left blank**
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, payment shall be made

annually in advance and in accordance with Attachment B, Compensation and Pricing Provisions. Only in the event the Contractor is terminated for material breach, County shall immediately receive one/twelfth (1/12) of all prepaid PMNS subscription and services (as listed in this contract) for each month or portion thereof remaining for the applicable Contract year as listed in this Contract.

- G. **Warranty:** Contractor Warranty. Contractor shall provide the services in material compliance with the functionality and specifications set forth on the applicable Solution Documentation. Contractor shall provide 24X7X365 customer support. Professional Services shall be performed in a professional manner consistent with industry standards.

Disclaimer. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY CONTRACTOR HEREUNDER, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTRACTOR DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CONTRACTOR HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, CONTRACTOR RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

- H. **Patent/Copyright Materials/Proprietary Infringement:**

Contractor shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Contractor of applicable privacy laws; (ii) any breach by Contractor of its data security obligations; or (iii) an allegation that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Contractor's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Contractor will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Contractor determines in good faith that options (i) - (iii) are not feasible, Contractor will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section are Client's exclusive remedy for Claims for infringement of an IP Right. Contractor shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Contractor to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Contractor's compliance with Client's designs, specifications, requests or instruction pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

Indemnification Process. The indemnifying party's obligations under this Section are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

- I. **Assignment:** Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County, which consent shall not be unreasonably withheld or delayed. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty after 30 days' written notice without cause, unless otherwise specified. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement. If Client terminates this Agreement due to material breach by Contractor, Client shall be entitled to a refund of any prepaid unused fees on a pro-rata basis, provided that such refund shall be Client's sole and exclusive remedy.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

1. Contractor shall promptly notify the Orange County Sheriff's Department Emergency Management Division personnel assigned as lead program manager for this Contract upon discovery or reasonable awareness of the following: (a) any issues or deficiencies with the goods/services provided pursuant to this Contract or in the provision of similar products/services to another customer, whether identified by Contractor's own personnel or by other customers or subcontractors; (b) any claim or action against, or any loss by, Contractor that involves or may reasonably be expected to involve similar goods and/or services provided pursuant to this Contract; or (c) the initiation of any government investigation that may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws. Notification may be performed through an automated service notification email or telephone process, or via direct personal phone calls with written follow-up documentation, depending upon the urgency of the issues, incidents, or deficiencies. Contractor shall maintain a system issue/deficiency log during the life of the Contract and for four (4) years beyond contract termination, which shall be made available to the County upon request.
  2. County shall promptly notify Contractor upon discovery or reasonable belief/awareness of any issues or deficiencies with the goods/services to be provided pursuant to this Contract, either identified directly by County's own personnel or by other customers or subcontractors. Notification may be performed in writing or direct personal phone call with written follow-up documentation, depending upon the urgency of the issues, incidents, or deficiencies. The Contractor shall include these issues or deficiencies in their system issue/deficiency log during the life of the contract and for four (4) years beyond contract termination.
  3. In the event any goods or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements in this Contract, it shall become the duty of the Contractor to correct the performance of goods/services, without expense to the County. If corrective action (including but not limited to patches, bug fixes, updates) is taken by the Contractor to remedy issues or deficiencies in the provision of similar goods and/or services to other customers, such corrective action shall be provided to the County at no additional cost if such corrective action is needed for the Contractor to meet its obligations under this Contract.
  4. The County and Contractor agree to establish a collaborative process for developing timelines and benchmarks for corrective action and resolution of issues or deficiencies.
- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage owned or scheduled, non-owned and hired vehicles	\$1,000,000 combined single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims-made
Technology Errors & Omissions	\$2,000,000 per claims-made \$2,000,000 aggregate

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents, and employees* as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents, and employees* as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributory endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents, and employees* or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents, and employees when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignees is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence

or appear to influence County staff or elected officers in the performance of their duties.

R. **Intentionally left blank**

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

Definition. "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party. Confidential Information shall not include this Contract.

Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

- T. **Compliance with Laws:** Contractor represents that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance.

- U. **Freight:** Intentionally left blank.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting financial books and under this Contract. The inspection and/or audit will be confined to those matters connected with the financial aspects of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection. All documents requested shall be provided electronically.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

**AA. Intentionally left blank**

**BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

**CC. Licensing Terms and Conditions:**

**1. County Responsibilities**

**1.1 Client Data.** County shall retain all ownership rights in all Contact data and all electronic data County transmits to Contractor to or through the Solutions ("County Data"). County represents that it has the right to authorize and hereby does authorize Contractor to collect, store and process County Data subject to the terms of this Agreement. County shall maintain a copy of all Contact data it provides to Contractor.

**1.2 Use of Solutions.** County is responsible for all activity occurring under County's account(s) and shall comply with all applicable laws and regulations in connection with County's use of the Services, including its provision of County Data to Contractor. County shall be responsible for ensuring that there is a lawful basis for sending communications through the Solutions to Contacts including, where applicable, obtaining the required consent of Contacts. County shall promptly notify Contractor of any unauthorized use of any password or account of which County becomes aware. County acknowledges that the Solutions are a passive conduit for the transmission of County Data, and Contractor has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any County Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by County, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Contractor personnel.

**2. Proprietary Rights**

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Contractor hereby grants to County, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

**2.2 Restrictions.** County shall use the Solution solely for its internal business purposes. In particular, County's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. County shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Contractor; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

**2.3 Reservation of Rights.** The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "IP Rights"), whether conceived by Contractor

alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Contractor and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Contractor owns (i) all voluntary feedback regarding the design or operation of the Services (except for the County Data) provided to Contractor by Users, County and Contacts in conjunction with the Services, and (ii) all aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to County in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Contractor and its respective licensors. Contractor may use and provide Solutions and Professional Services to others that are similar to those provided to County hereunder, and Contractor may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to County, provided that, in each case, no County Data or County Confidential Information is disclosed thereby.

**3. Limitation of Liability:** To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations in this Agreement to the contrary, in no event shall Contractor's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort or otherwise, exceed amounts paid or due by County to Contractor hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the Contractual terms and conditions by which County will procure a Public Mass Notification System from Contractor as further detailed in the Scope of Work, identified, and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on December 31, 2024 and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
6. **Conflict of Interest – Contractor's Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall

include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

7. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
8. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

9. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
10. **Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

11. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored for a period of three (3) years after final payment is received from County.
12. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

13. **Data – Title To:** All materials, documents, data or information obtained from County data files or any

County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

14. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

15. **Disputes – Contract:**

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

16. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The organization's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs; and
  - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
  - a. Will receive a copy of the company's drug-free policy statement; and
  - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

17. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

18. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as

supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

19. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
20. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.
21. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract,

either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

22. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
23. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
24. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.
25. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Everbridge, Inc.  
155 N. Lake Ave., Suite 900  
Pasadena, CA 91101  
Attn: Joanna Burlison  
Ph: 888-366-4911  
Email: Joanna.burlison@everbridge.com

County: County Of Orange  
Orange County Sheriff's Department/Emergency Management Division  
2644 Santiago Canyon Road  
Silverado, CA 92676  
Attn: Lee Kaser  
Ph: 714-628-7081  
Email: Lkaser@ocsheriff.gov

Assigned DPA: County of Orange  
Orange County Sheriff's Department/Procurement Division  
Attn: Maria Ayala  
320 N. Flower St. 2<sup>nd</sup> Fl.  
Santa Ana, CA. 92703

Ph: 714-834-6360  
Email: Mayala@ocsheriff.gov

26. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
27. **Research and Publications:** Contractor shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Contract for the purpose of personal research, or for publication.
28. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
29. **Sub-Contracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

30. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
31. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.
32. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
33. **Termination – Orderly:** After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract. Contractor understands the sensitively and importance of the services provided herein, and agrees to the orderly transition to a new vendor so that there is no disruption in service.

34. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested. Unlimited message delivery modalities including SMS, voice, email or Everbridge Mobile App for all communications and messaging. If Client excessively uses the SMS or Voice modalities for non-public safety messaging, in Contractor's reasonable discretion, Client and Contractor shall engage in good faith discussions about best practices for messaging.
35. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.
36. **Networks and Carriers:** The Solution delivers information for supported Contact paths to public and private networks and carriers, but Contractor cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.
37. **Federal Grant Funds:** The following shall apply to purchases made through the expenditure of Federal Grant Funds by the Orange County Sheriff's Department:
- i. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
  - ii. Energy Policy and Conservation Act Provision: Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
  - iii. Certifications: Federal Grant Funds: Contractor is informed and understands that this Contract is being partially funded by Federal Grant Funds. Contractor agrees to the following in relation to executing this Contract.
    1. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by the grant agency and/or their duly authorized representatives for a period of three (3) years from the termination of this Contract.
    2. Contractor will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3), as applicable
    3. Contractor will comply, with all requirements of Sections 103 and 107 of the Contractor Work and Safety Standards Act (40 U.S.C 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable."

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.4, the Contractor shall agree as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identity, or national origin. 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. 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) 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) 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) 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) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(6) 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 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 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 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(B) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) that Contractor shall comply with as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(D) Rights to Inventions Made Under a Contract or Agreement. If this Agreement involves a Federal award meeting the definition of "funding agreement" under 37 CFR §401.2 (a) and the

Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- (E) Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with 2 C.F.R. §200.323, Procurement of recovered materials.
  - (F) Contracts for more than the federal Simplified Acquisition Threshold (SAT), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - (G) All contracts in excess of the federal Micro-Purchase Threshold (MPT) must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
  - (H) Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with the provision at Federal Acquisition Regulation (FAR) to implement the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) (Pub. L. No. 115-232 [2018]) Section 889 (b)(1) – Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.
  - (I) Contractor shall comply with applicable provisions of Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards of the Code of Federal Regulations, [https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=2fb42dbbec4797fa42d02832e3f524f8&mc=true&n=pt2.1.200&r=PART&ty=HTML%20-%20ap2.1.200\\_1521.ii](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=2fb42dbbec4797fa42d02832e3f524f8&mc=true&n=pt2.1.200&r=PART&ty=HTML%20-%20ap2.1.200_1521.ii).
38. Debarment and Suspension: Debarment and Suspension (Executive Orders 12549 and 12689). A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
39. Byrd Anti-Lobbying Amendment: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—If this Agreement exceeds \$100,000, Contractor must file with the County, the certification required by 31 U.S.C. 1352. Each tier certifies to the tier above that Contractor will not and has not used Federal 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. Contractor must also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor must execute the certification, as provided in Attachment J.

**40. Security Requirements:**

- A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
  - 1. Perform background checks as to past employment history.
  - 2. Inquire as to past criminal felony convictions.
  - 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
  - 4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.
  
- B. Contractor shall not assign to work under this Agreement any Contractor personnel as to whom the foregoing procedures indicate:
  - 1. Inability or unwillingness to perform in a competent manner.
  - 2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
  - 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
  - 4. Usage of illegal controlled substances as defined by federal law.
  
- C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to work performed associated with this Agreement, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee working under this Agreement.
  
- D. Nothing herein shall render any employee of Contractor an employee of County.

-Signature Page to Follow-

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract # MA-060-25010178 for a Public Mass Notification System (PMNS) on the dates opposite their respective signatures.

Contractor\*: Everbridge, Inc.

By:  Title: Vice President  
Print Name: Noah Webster Date: 10/1/2024

Contractor\*: Everbridge, Inc.

By:  Title: Secretary  
Print Name: Noah Webster Date: 10/1/2024

*\*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

County Of Orange

A political subdivision of the State of California

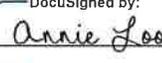


Sheriff-Coroner Department

By:  Title: Administrative Manager I  
Print Name: Olivia Prudencio Date: 11/19/24

Approved by the Board of Supervisors: 11/19/24

Approved as to Form  
Office of the County Counsel  
Orange County, California

By:   
Deputy B7726751D1E947E

## ATTACHMENT A SCOPE OF WORK

### I. INTRODUCTION

The Orange County Sheriff's Department (OCSA) is headquartered in Santa Ana, California. With about 3800 employees, OCSA serves thirteen contract cities and the unincorporated areas of Orange County. This includes about 700,000 residents in 350 square miles. OCSA's Emergency Management Division provides emergency management and preparedness services to the unincorporated areas of Orange County and supports the efforts of the Orange County Operational Area (OA). There are currently over 100 jurisdictions in the OA encompassing all County departments and agencies, public and private organizations, and the general population within the boundaries of Orange County.

The County administers and maintains a vendor-provided public mass notification service called AlertOC, which is offered to all 34 cities in the County, County agencies, Orange County Fire Authority, water districts, and the University of California Irvine for emergency public notification and internal responder notification. This system includes an opt-in portal for residents to register their cell-phone, email and text devices for emergency notifications. In addition, E911 data is purchased quarterly from telephone service providers, uploaded to the system. Countywide, public emergency and safety efforts are coordinated and provided through a combination of county and city police, fire, healthcare, and public works departments.

Contractor shall design/provide a Public Mass Notification System (PMNS) solution that supports features that meet or exceed those described in this Contract, as well as supports a migration and training plan for the transition from the old AlertOC system. The PMNS solution will include state of the art technology and will adhere to all industry standards, best practices, and applicable laws. Requirements for the next generation of AlertOC include: high efficiency, robust capacity, ease of use, comprehensiveness, and a focus on accessibility for the whole community population. Support for additional languages and for the hearing and visually impaired community shall be a component of the new system.

### II. SCOPE OF WORK

Contractor's PMNS shall be a fully redundant, geographically dispersed SaaS solution with routine maintenance, enhancements and upgrades provided by the Contractor at no additional cost. The PMNS will automate the key steps for responding to a critical event. It will aggregate threat data from third party and internal sources so the County can assess risk, and locate people in areas of threat and those needed to respond. The PMNS will then enable the County to execute pre-defined processes based on the type of threat for who should be contacted and how, what message to send, and who to escalate to if a responder is not available. Contractor's platform will then send out notifications and instructions via text, voice, email—over 100 modalities in 15 languages as needed, organize conference bridges for people to collaborate, and analyze return messages. Automation will enable these steps to be completed quickly, highly reliably and at scale.

The critical communications and enterprise safety applications to be provided to the County via this PMNS software contract include Mass Notification Base for State & Local Government with Unlimited Domestic Usage, Mass Notification for Transportation, Community Engagement, and

Incident Communications. These shall be easy to use and deploy, secure, highly scalable, and reliable. A description of each of these, including their key capabilities, follows. In addition, Contractor shall provide the following:

- An additional organization and Community Engagement/Visitor Engagement keywords will be added to County's account.
- Consulting Services, including but not limited to technical assistance regarding set-up, use, customization, and optimization of the various PMNS features.
- Annual Maintenance and Support shall be provided as stated herein and Attachment G, Functional Requirements.

### **Public Communications Advanced with Unlimited Domestic Usage**

Everbridge Public Communications Advanced for State and Local Government will allow the County to quickly and reliably send broad or targeted notifications based on lists or locations, to the public via text, voice, email, and over 100 other modalities, including desktop alerts. Communicate and collaborate internally securely. Engage with your community through zip code and keyword opt-in. With Everbridge, you are supported by an expandable and redundant infrastructure, industry-leading security and compliance, and real-time visualized intelligence

### **Contractor shall provide the following:**

- Unlimited Domestic Emergency Alerts and Testing Messages
- Unlimited Domestic Non-Emergency Alerts Messaging
- Sixty six (66) Organization with unlimited nested static and dynamic groups
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- Access to Single Sign on
- Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile Application
- Access to IPAWS for authorized agencies
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Organization specific customizable caller ID, greetings, and broadcast settings SMPP based SMS text messaging
- Auto translate, Boil water and Weather alert message guides
- Contractor Network for situational intelligence & notifications shared by other public and private groups
- Desktop Alerts – Urgent Full-Screen Takeover Alerts
- Four (4) Smart Conference bridge lines (subject to regional availability)
- Access to REST APIs for automated Contacts Management and for launching notifications from external applications
- Access to Email Ingestion for launching notifications from external applications through email
- 5 Live Operator Message Initiations per year
- 25 Mass Notification for Corporate Employee Contacts

### **Community Engagement**

The Community Engagement solution shall permit easy opt-in capabilities for both public and private events. Gathering opt-ins, whether the general public or internal stakeholders, can be very difficult. With mobile keywords, large groups of people can easily opt-in to a database by texting a keyword. Additionally, the Visitor Engagement solution will allow the County to enable event-focused web pages to increase the visibility and safety of its event.

**Contractor shall provide the following:**

- Unlimited E-mail Messages
- Unlimited Facebook & Twitter Postings
- Unlimited SMS Messages within the United States
- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
- Unlimited number of keyword Opt-In recipients
- Access to 5 event keywords
- Access to Public and Private Event Web Pages which are integrated with the County's Member Portal and can include registration widgets and social sharing options so visitors can share notifications to their social networks.
- Publish event based notifications via e-mail and SMS
- Publish event based notifications directly to Facebook and Twitter
- Publish event based notifications directly to Event Web Pages
- Automatic opt-in expirations
- Zip Code opt-in functionality for residents
- Google Public Alerts integration
- SMPP based SMS text messaging
- Messaging templates to speed up communications
- SMS, Email, Delivery Reporting.

**Incident Communications**

Contractor Incident Communications will automate the County's notification procedures by allowing users to select pre-defined messages and processes to use for a specified incident and then determining the correct list of stakeholders and responders.

Contractor shall provide the following:

- 1 (one) Incident Management Organization Unlimited
- Incident Administrator and User seats
- Unlimited Incident Templates
- Incident Templates supporting different messages & delivery settings based on notification phase (New, Update, Close)
- Multi-step workflow that prompts users to add required incident details
- Incident communication logging for all broadcast and confirmations
- Incident journal to capture additional details not included in incident communications
- Reporting of all incident communications details and responses in a PDF format
- Custom reports analyze incident communications effectiveness
- Communication broadcasts and confirmations include audit trails and timestamps
- Search across incidents using status, user, type and date
- Real-time incident dashboard for operators showing all open incident.
- Incident Chat for streamlining and automating Communication plans

**Mass Notification for Transportation with Unlimited Domestic Usage**

Contractor Mass Notification for Transportation will allow the County to send notifications to individuals or groups using lists, locations, and visual intelligence. Contractor Mass Notification shall be supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror the County's organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with Contractor Mass Notification system.

Contractor shall provide the following:

- Unlimited Domestic Emergency Alerts and Testing Messages
- Unlimited Domestic Non-Emergency Alerts Messaging
- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for Manage Bridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, etc.)
- Three (3) Organization with unlimited nested static and dynamic groups
- Access to Everbridge Elastic Infrastructure for message delivery
- Custom branded community opt-in portal with custom fields and opt-in subscriptions Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- Contractor Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Organization specific customizable caller ID, greetings, and broadcast settings SMPP based SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after action analysis
- Interactive Dashboard for Organizational Activity Summary Unlimited Mass Notification Templates
- Basic Audio Bulletin Board
- Contractor does not require any County-furnished equipment, materials, facilities or any other County support that will be necessary to implement the requirements/services per this Contract.

### III. QUALITY ASSURANCE

Contractor will provide commercially-sound quality assurance practices to ensure the PMNS is operating in compliance with County specifications and requirements. Contractor's quality assurance will cover all major system features, including:

1. Successful operation of System without any errors, specifically in the areas of:
  - Tiered Administration
  - User creation and management
  - County-wide data and map import, reconciliation and maintenance processes and routines
  - Citizen opt-in data processes and routines
  - Custom and geographic call list generation
  - Outbound telephone message launch
  - Outbound e-mail message launch
  - Use of surveys
  - Monitoring of outbound session activity
  - Validation of built-in and ad-hoc generated reports
  - Accessibility from within the County's network

- Accessibility from the Internet
  - IPAWS integration
  - Message throughput
  - Translation services (registration portal and message creation)
2. System (Hardware and Software) meets all requirements set forth herein and in Attachment G (Functional Requirements) to the County's satisfaction.
  3. System is compatible with County Information Technology infrastructure (i.e., network and telephone environment and systems).

#### IV. ADMINISTRATION

##### **Security Incidents, Data Breaches, Technical Failures, Human Error and Other Claims**

- 1) Upon discovery or reasonable belief of any Security Incident, Data Breach, Technical Failure, or Human Error (collectively "Incident(s)"), Contractor shall notify County by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such an Incident(s).

Contractor's notification shall identify:

- The nature of the Incident(s);
  - Any Data accessed, used or disclosed;
  - The person(s) who accessed, used, disclosed and/or received Data (if known);
  - What Contractor has done or will do to quarantine and mitigate the Incident(s); and
  - What corrective action Contractor has taken or will take to prevent future Incident(s).
- 2) Contractor will provide daily updates, or more frequently if required by the County, regarding findings and actions performed by Contractor until the Incident(s) has been effectively resolved to the County's satisfaction.
  - 3) Contractor shall quarantine the Incident(s), ensure secure access to Data, and repair the system as needed.
  - 4) If the Contractor causes or knowingly experiences a breach of the security of County's Data containing personal information, as defined by Civil Code Section 1798.3, Contractor shall immediately report any breach of security of such system to the Orange County Sheriff's Department Emergency Management Division personnel assigned as lead program manager following discovery or notification of the breach in the security of such Data. The County shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the County or any person or entity under the control of the County, Contractor shall bear any and all costs associated with the County's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the County and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.

- 5) Contractor shall conduct an investigation of the Incident(s) and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.
- 6) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

### **Corrective Action**

In the event any goods or service provided by the Contractor in the performance of the Contract should fail to conform to the requirements in this Contract, it shall become the duty of the Contractor to immediately advise the County of the failure and correct the performance of goods or services, without expense to the County. If corrective action (including but not limited to patches, bug fixes, updates) is taken by the Contractor to remedy Incident(s) in the provision of similar PMNS in other jurisdictions, such corrective action shall be provided to the County at no additional cost if such corrective action is needed for the Contractor to meet its obligations under this Contract.

### **Notice Regarding Other Jurisdictions**

Contractor shall promptly notify the County Project Manager upon discovery or reasonable belief of the following: (a) Incident(s) known or reasonably known to have occurred in the provision of similar PMNS in another jurisdiction; (b) any claim or action against, or any loss by, Contractor that involves or may reasonably be expected to involve similar PMNS; (c) the initiation of any government investigation that may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws.

### **Responding to Legal Requests**

Contractor shall promptly notify the County upon receipt of any legal requests, including but not limited to subpoenas, court or administrative agency orders, service of process, or requests by any person or entity (other than Contractor's employees), which in any way might reasonably require access to the County's confidential Data. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Thereafter, Contractor shall comply with such legal requests only to the extent required by applicable law. In responding to legal requests, Contractor shall take measures to protect Personal Data or Non-Public Data, the disclosure of which would violate Contract terms, court orders, and/or applicable state or federal law. Such protective measures may include, but are not limited to, seeking protective orders or filing the Data under seal. Contractor shall not respond to legal requests directed to the County unless authorized in writing to do so by the County.

**Legal Proceedings**

Upon request by the County, Contractor shall make appropriate employees available to appear in court, submit to examination under oath, and cooperate in the investigation or settlement of a claim. This applies in criminal, civil or administrative legal proceedings in response to requests or demands for testimony or records concerning information acquired in the course of an employee performing official duties or because of the employee's official status regardless of whether the person would otherwise be subject to service of a subpoena or other legal process in the State of California.

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Public Mass Notification System Services as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

<u>Item No.</u>	<u>Item description</u>	<u>Annual Rate:</u>
01	Annual Fees	<u>\$393,656.00</u>

Contractor shall provide an upgrade to Public Communications Advanced and Mass Notification Pro, which will provide advanced functionality while reducing the annual cost. The total cost above includes:

- Public Alerting for 3 million + population and the following new features:
  - o API and Email Ingestion to support 3rd party integrations
  - o Premium Audio Bulletin Board
  - o SmartWeather Alerts
  - o Full screen emergency desktop alerts
- Operational Communications for Employees and the following new features:
  - o Smart Conference lines
  - o Incident Chat
  - o Additional Organizations for Cities, County Departments, and Partner Agencies
  - o Custom From Email Address (i.e. alertoc@ocgov.com) for improved branding, delivery performance, and tracking
  - o 2-day onsite training + 20 hours of remote support

3. Price Increase/Decreases: No price increases will be permitted during the first period of the contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

4. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. Payment Terms – Payment in Advance: Invoices are to be submitted annually in advance to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from 1 above
- c. Contractor's Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/service address
- f. Master Agreement (MA) or Purchase Order (PO) number
- g. Agency/Department's Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

County of Orange  
 Sheriff-Coroner Department  
 Emergency Management Division

2644 Santiago Canyon Road  
Silverado, California 92676  
Attn: Accounts Payable

9. Payment (Electronic Funds Transfer (EFT))

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30<sup>th</sup>, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90<sup>th</sup>) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

**ATTACHMENT C**  
**STAFFING PLAN**

**I. KEY PERSONNEL**

While Contractor intends for the same Account Manager and Technical Account Manager to serve the County for the duration of the relationship, Contractor must retain discretion to re-assign staff based on internal needs, especially as employees may leave on their own accord. The Account Manager assigned to the County shall separately provide a list of alternate contacts if non-technical support escalation is required.

**ATTACHMENT D**

**SOFTWARE PRODUCTS – MAINTENANCE AND SUPPORT**

**1. Software Products – Maintenance and Support**

- a. Contractor shall provide the County with Annual Maintenance and Support for the PMNS as follows:

Support Area	Process	Level of Support (e.g. 5x8, 24x7)
System Platform (breakout if applicable)	ALL	24X7X365

- b. Contractor’s Software Annual Maintenance and Support, as well as warranty provisions shall be as follows:

Solution is fully hosted, all maintenance and management of the solution is conducted by Contractor. From a technical support perspective, Contractor shall provide support services 24x7x365 via telephone, email, and via our self-service Support Center online.

Additionally, Contractor can provide premium support and Professional Services, if needed, for additional fees. County shall contact your assigned Contractor Account Representative for more information. Request for a quote shall be required by the end user and a formal amendment to this contract shall be issued.

- c. Software Annual Maintenance and Support shall be provided as follows:

Due to the hosted nature of the system, all maintenance and upgrades are performed internally by authorized Contractor personnel and at no charge to County. However, from time to time, Contractor introduces premium features to which clients have the option to subscribe to gain access.

- d. Contractor shall provide support for the following:

- i. Maintenance and support shall be available post-implementation as follows:  
The Contractor project team will be available to support the go-live remotely and will work with the County of Orange team during the project to share Marketing best practices for promoting adoption of the application.

**Sustaining Customer Support**

County is assigned a vertically focused, dedicated Account Manager, who is responsible for conducting an account review and introducing new system capabilities and best practices on an ongoing basis as appropriate. The Account Manager can be utilized as a support resource.

## **24x7x365 Support Coverage**

Contractor provides customer support and live operator service 24 hours a day, seven days a week, every single day of the year. Contractor shall provide support via the Internet, email, and telephone at any time of the day or night.

Contractor's support staff is comprised of Contractor employees who are located on-site in Contractor facilities. Contractor shall not outsource contractor client care to third parties. Contractor shall provide support services in-house order to obtain the latest and greatest in Contractor's Critical Event Management Suite expertise that can only be acquired through employment by Contractor. In addition, Contractor shall support County personnel regardless of location to ensure that in large-scale disaster scenarios, County shall be guaranteed the highest level of support possible.

### **Contractor Support Center**

County shall have access to the Contractor Support Center, which provides support-related information, important documentation, etc. Its features shall include:

- Improved look and feel with a responsive design to provide a better experience on desktops as well as mobile devices
- Simplified search box at the top of every page
- Contractor system status linked to critical service advisories displayed at the top of every page
- A community answers forum where County can ask or answer questions with other Contractor users
- Personalized contact information, including your County's Everbridge administrators
- Plus: features such as knowledge articles, support tickets, service advisories, and access to Everbridge University.

- ii. Methods for contacting technical support and hours of operation shall be as follows:  
County will receive ongoing support provided via the Internet, e-mail, and telephone. Contractor Technical Support is available to County at any time of day or night, 24x7x365.

Technical Support staff members are full-time Contractor employees located on-site. Upon County contact to Contractor's Technical Support, County will be in contact with a professional who is well-versed in the Contractor system and is more than capable of assisting.

Additionally, Contractor has support personnel deployed at all of Contractor's offices around the world to ensure that in large-scale disaster scenarios, County will be guaranteed the highest level of support possible.

- iii. Contractor shall provide a minimum and maximum response times that can be expected for support inquiries as follows:  
Based upon the case description and urgency, the Support Representative will assign a Priority level during case creation. The priority indicates the severity of impact of the issue on the client's use of the Contractor system. When submitting a support case, County will receive an email notification when the case has been created. The notification will include the case number, the name of the Technical Support team member or tier assigned to the case, a summary of the inquiry, and the priority level that has been assigned.

During the case triage process, the Technical Support team will work with County to obtain as much troubleshooting information as possible, open and assign a priority level to your case, then proceed with additional troubleshooting activities as necessary.

Contractor shall provide to County up to date status on County's case. If an expected update time frame is not known, County will receive updates on the case on a regular basis. County may also request that the case be escalated at any time, if (for example) County believe an unreasonable amount of time has passed since opening the case with no resolution. To escalate the case, County shall call the Technical Support team and ask to speak with the Support Manager.

- iv. Contractor's release cycle and process for installing system Updates, patches, fixes, etc. shall be as follows:

Contractor typically provides three major releases per year, and release maintenance updates among contractor major releases as needed. Contractor mobile apps are typically updated on this schedule as well but are not specifically tied to our overall platform updates.

## ATTACHMENT E

### ACCEPTANCE AND TESTING PROCEDURES

Acceptance and Testing Procedures shall include a test plan and schedule covering testing of all major system features. Testing shall be performed incrementally, where applicable, to discover and address issues timely.

- a. Contractor's quality assurance practices in relation to the proposed solution shall be as follows:  
The Contractor Quality Assurance approach aligns to contractor's security framework (governed by NIST 800-53 controls, FedRAMP, and ISO 27001 compliance) and follows the agile methodology of testing early and moving in small, measurable increments. Contractor shall have a set of tests that are run for any given project regardless of the project's content. This allows contractor to determine with a level of 80-90% confidence that contractor's application is stable and deployable. Contractor break each project into three basic testing cycles: Initial Regression Testing IRT, Check Point Regression Testing CPRT and Final Regression Testing FRT. The initial regression test is designed to expose as many defects that exist in the Initial Release Candidate. Working this list down to zero by Code Freeze is the goal of the entire team and this occurs the day after code complete milestone and is associated with a full end-to-end build of the QA environment (which also produces the initial deployment plan for Stage and Production). Furthermore, all code undergoes security review against known vulnerabilities, and contractor also disable "hazard" characters use in the system as they are often used for web-based attacks.
- b. Acceptance and Testing Plan, with schedule, which covers all major system features shall be as follows:  
Acceptance testing of the Contractor solution is conducted as part of our standard onboarding process available to all clients. Should County require specific acceptance testing, Contractor is able to provide such services through our Professional Services team (at an additional fees). As part of down select, Contractor would welcome the opportunity to discuss custom requirements for Acceptance Testing and define and deliver an engagement as required. County shall contact assigned Contractor Account Representative for more information.

Contractor shall include:

1. Successful installation and operation of System without any errors. Specifically in the areas of:
  - Tiered Administration
  - User creation and management
  - County-wide data and map import, reconciliation and maintenance processes and routines
  - Citizen opt-in data processes and routines
  - Custom and geographic call list generation
  - Outbound telephone message launch
  - Outbound e-mail message launch
  - Use of surveys
  - Monitoring of outbound session activity
  - Validation of built-in and ad-hoc generated reports
  - Accessibility from within the County's network
  - Accessibility from the Internet
  - IPAWS integration
  - Message throughput

- Translation services (registration portal and message creation)
2. System (Hardware and Software) meets all requirements set forth in Attachments and Appendix I to the County's satisfaction.  
Contractor understands and Orange County has already implemented
  3. System is compatible with County Information Technology infrastructure (network and telephone environment and systems)  
Contractor shall permit listing Everbridge IPs and as an existing customer, this may have already been by County.

**If a problem is identified during testing of the proposed Software that cannot be remedied within the agreed upon time, the Contractor shall submit a written response to the County indicating as such and the County may return the Software to the Contractor and the Contract may be terminated in accordance with Paragraph 5, Breach of this Contract.**

## ATTACHMENT F

### TRAINING

Contractor shall provide the following training to County:

Contractor provides multiple types of training to address various groups and priorities. Contractor shall provide a refresher training on an annual basis. Professional Services team has planned and run end user and admin training for Orange County's cities.

#### **Everbridge University On-Line**

The courses are built from an extensive library of short, media-rich training modules, allowing users to access individual modules for as-needed training. Everbridge University On-Line covers all of the Everbridge core products.

#### **Benefits**

- Continuously available
- Self-paced training allows students to learn when they have time and at their own pace
- Just-in-time learning using small, focused content modules
- No travel or facilities are required, the classroom is anywhere a learner has Internet access
- Instant access to updates
- Everbridge Certification

#### **Everbridge University On-Site (Optional add-on service upon approval through a formal contract amendment)**

Everbridge University On-Site leverages basic knowledge developed through online training to develop advanced skills and reinforce best practices. During the on-site training, a highly qualified Everbridge instructor customizes the course to address the customer's implementation specifics. Everbridge University On-Site may be combined with Professional Services offerings creating a blended learning solution to swiftly deploy and train advanced configurations and best practices.

#### **Benefits**

- Customized hands-on training
- Interactive and enthusiastic trainers with years of experience
- Development of sample maps to be used at any time by the customer

## ATTACHMENT G

### FUNCTIONAL REQUIREMENTS

Functionalities available in the core of the PMNS include full mobile support, communication deployment capabilities, centralized contact data storage and management, geographic targeting and mapping, and secure infrastructure to ensure client data security. In addition, Contractor shall do the following:

- Maintain multiple, globally-dispersed data centers
- Operate multiple Network Operations Centers with 24X7 staffing and monitoring
- Deliver seamless scaling to deal with the unexpected peaks
- Enable multi-modal support for over 100 contact methods including SMS, voice, email, app, Nixle IPAWS, digital signage, PC alert systems, and sirens.

#	Question	Yes	No	N/A	Comment
1.	The system does not require the County to purchase or lease additional hardware.	X			As a SaaS solution, no client hardware is required for installation of the Everbridge system. Everbridge maintains all communication over HTTPS (Port 443) using Everbridge's valid 2048- Bit TLS 1.2 security certificate, which effectively secures the traffic from the client environment into the secure Everbridge infrastructure. Thus, any computer system capable of using a web browser that supports TLS 256- Bit encryption will be able to access and leverage the Everbridge notification platform without issue. Clients are able to access the system from popular computer operating systems such as Microsoft Windows, Linux, and Mac OS as well as from popular smart phones and tablets.
2.	The system does not require the County to purchase or lease dedicated phone lines.	X			
3.	The system does not require the County to purchase or incur ongoing maintenance costs.	X			All routine upgrades, updates, and enhancements are provided free of charge for the life of the contract, and, thanks to the fully redundant, geographically dispersed architecture, they can be performed with no interruption in service.
4.	The system is highly redundant with 99.99966% uptime on multiple mirrored sites in geographically disparate locations. Data center ratings will be provided and call network monitor systems established.	X			Every system and tier within the Everbridge infrastructure is individually fault-tolerant, with redundant power, networking, hardware, telephony, and data communication wherever possible. The shared SaaS architecture methodology enables Everbridge to be available at 99.99% or greater for all clients.
5.	The system includes cyber-protection measures including appropriate notification protocols if intrusion is detected or if data breach occurs.	X			Everbridge enables active monitoring, intrusion detection, and logging of all events, on all components, within all tiers of the SaaS infrastructure. The monitoring tools consist of both network-based IDS devices scanning all network traffic, and host-based probes that are designed to detect any activity outside of normal application traffic

#	Question	Yes	No	N/A	Comment
					and performance. If a monitor detects any unusual or suspicious activity, the monitoring tool generates an automated alert that is immediately investigated by our on-call support team.
6.	The service has an available application programming interface (API) service with documentation available for API calls and functions such as contact management.	X			Everbridge has a fully functional Restful JSON based API available to customers. As part of the API customers are able to utilize various methods to update contact information (GET, DELETE, PUT, and POST) as well as initiate a broadcast through the API. There is no additional cost to access the API for managing data. In some cases, our clients do not have the staffing resources to build the integration. If this is the case Everbridge professional services can be purchased in order to have our resources build the integration. In addition, depending on the API, if notifications are being sent out, there may be charges for usage. This is a custom price based on the SOW needed on an individual basis.
7.	The system has full and complete IPAWS integration and functionality including WEA/EAS.	X			Everbridge is certified as a gateway for IPAWS/CMAS. Authorized clients, such as government entities, will need to provide their COG ID (Common Operating Group ID), the Common Name (Logon Name), and the digital certificate provided by FEMA within the settings of the Everbridge system. Once this information has been provided, clients are able to send notifications and include the Publish to IPAWS/CMAS as a deployment option – or simply target IPAWS/CMAS separate from any other target population.
8.	The system can be configured with multiple IPAWS credentials (e.g., multiple jurisdictions that have independent codes can load their certificates into the system)	X			
9.	The system supports geo-targeted notifications.	X			Everbridge supports utilizing the GIS interface for creating all notification types, including standard notifications, polling notifications, and conference bridges. Everbridge would welcome the opportunity to demonstrate and discuss this functionality as required.
10.	The system has ESRI mapping interface to allow Users to select multiple contiguous or non-contiguous areas for notification.	X			Everbridge allows users to upload shape files from ESRI in ZIP and KML formats to target specific geographic areas. In addition, Everbridge offers ESRI as a standard base map layer option.
11.	The system can incorporate raster (e.g., satellite) imagery in its mapping function.	X			Everbridge provides base map layers using Google, Bing, and ESRI and clients may configure our solution to support a client map server as well. Furthermore, from a map

#	Question	Yes	No	N/A	Comment
					layer perspective, we also provide premium weather layers that can display additional overlay information regarding weather radar and infrared satellite. Everbridge would welcome the opportunity to demonstrate this functionality as required
12.	The system mapping functions shall be capable of interfacing with and publishing to other web-based portals.	X			Everbridge's Universe Tab is contained within the product, but clients may export shapes used for selecting the target audience for any deployment from the platform for use in other systems the client may have.
13.	The system supports User-defined message templates, including pre-loaded text, audio, and video files.	X			Customers are able to create and save an unlimited number of templates to expedite communication processes. Message templates contain pre-recorded voice and text content which can be applied to new notifications. Broadcast templates are pre-defined notifications which contain message content, target recipients, and settings. Once saved, broadcast templates can be quickly deployed individually or as a group in under 15 seconds. Templates are stored in a corresponding library for easy management.
14.	The system supports spontaneous uploading of audio files for notifications.	X			Everbridge supports the ability to create voice recordings in several ways.
15.	The system supports spontaneous uploading of video files for notifications.	X			Everbridge supports up to five separate attachments that can be sent to email and mobile app notifications and can include video files.
16.	The system is capable of sustaining a minimum volume of 50,000 phone calls simultaneously.	X			Everbridge provides a hosted SaaS solution for all our clients. There are virtually no limits to number of notifications Everbridge is capable of sending and no limits to the number of contacts that can be stored with our solution. We conduct regular capacity planning (quarterly) and in conjunction with large new client implementations to ensure we have ample capacity, performance, storage, and support to maintain our guaranteed SLAs with our client base.
17.	The service can be configured with pre-set call throttling rates set by the User launching the notification, not the Contractor.	X			Everbridge has developed a verifiable and configurable call throttling mechanism. The throttling settings allow you to modify the overall speed for all calls going out, or you can specify an area code and prefix to modify the speed for a specific area or building.
18.	The service can be configured with real-time automatic/intelligent throttling during a call in progress to ensure a high success rate. This rate will be displayed to the notification sender and recorded so that it can be accessed and reviewed upon demand by the County.	X			

#	Question	Yes	No	N/A	Comment
19.	The service uses multiple telephone carriers and can switch between carriers during notifications depending upon telephone network status.	X			From a telephony perspective, Everbridge is "carrier agnostic." This means that regardless of the target telephone provider, Everbridge utilizes established telecommunication industry standards for placing telephone calls among public networks. Notification calls from Everbridge to any carrier network occur as any standard PSTN (Public Switched Telephone Network) telephone call and can be utilized over traditional landline, cellular, and VoIP.
20.	The system can be configured to make multiple attempts to reach Registrants.	X			By default, each contact targeted for a notification from the Everbridge solution is sent notifications based on a "rotational contact methodology" whereby the contact devices (delivery methods) for any contact are notified, one at a time, and Everbridge seeks confirmation/response. Should confirmation/response be received, it is recorded in the solution and no further notifications are deployed to the recipient. If the recipient does not confirm/respond to the incoming notification, Everbridge will "rotate" to the next available device and attempt to contact the recipient again (seeking response). This process continues until all Contact Cycles are exhausted. Should clients seek to escalate a notification to another person/group if the original recipient is non-responsive, clients may utilize our Escalation capabilities. Escalation is set on a per notification basis and notifications can be escalated to an individual or group.
21.	The system can call out-of-state and international numbers.	X			All notifications deployed from the Everbridge solution require a fully defined telephone number to place the call to any landline, cellular, or VoIP telephone. This includes both domestic (10-digit telephone numbers) and international telephone numbers.
22.	The system can differentiate between human voice and voicemail/answering machine recordings.	X			Everbridge fully supports this requirement through our automated voicemail/answering system detection. If a live person answers the incoming call, the message will be relayed to the recipient (with the details to confirm, if enabled). If a voicemail/answering system is detected, clients have the option to configure how Everbridge interacts with the voicemail/answering solution – leaving a message only; leaving a message with confirmation; or leaving no message. At no time does Everbridge assume that reaching a voicemail/answering system is proof of delivery and confirmation. Thus, the system will continue to attempt to notify the intended recipient on other available devices until

#	Question	Yes	No	N/A	Comment
					confirmation is received or until the Contact Cycles have been exhausted.
23.	The system can be configured with separate sub-administration accounts for each unique participating agency.	X			The Everbridge platform supports an unlimited number of groups, subgroups, and groups within groups all of which are maintained in a single organization (client environment) within the Everbridge system.
24.	Each User within the sub-administration accounts has their own password.	X			
25.	The main account (OCSD-EMD) will be notified of and can see all messages launched by the other sub-administrator accounts.	X			
26.	The system has a highly granular sub-administration function that allows for unlimited sub-administrators to create and manage their own users and databases within a nested or silo'ed structure.	X			
27.	Some sub-administration agencies and jurisdictions use Nixle. The system integrates with Nixle lists, operated by individual jurisdictions.	X			
28.	The system can publish notifications automatically to social media and RSS feeds.	X			
29.	<ul style="list-style-type: none"> <li>• Facebook</li> </ul>	X			
30.	<ul style="list-style-type: none"> <li>• Twitter</li> </ul>	X			
31.	<ul style="list-style-type: none"> <li>• Instagram</li> </ul>		X		
32.	<ul style="list-style-type: none"> <li>• Google Alerts</li> </ul>	X			
33.	<ul style="list-style-type: none"> <li>• YouTube</li> </ul>		X		
34.	<ul style="list-style-type: none"> <li>• WhatsApp</li> </ul>		X		
35.	<ul style="list-style-type: none"> <li>• RSS</li> </ul>	X			
36.	<ul style="list-style-type: none"> <li>• Other (specify)</li> </ul>	X			Everbridge supports a Web Widget that can be added to your website to display a feed of recent notifications and the impacted area.
37.	Real-time results reporting and metrics are available to Users to include, but not limited to:	X			<p>Everbridge offers the most powerful sets of reporting tools in the Emergency Notification market. These include reports for use during emergency activations as well as afterwards. The system provides four types of notification reports, giving you the information you need, when you need it. All reports are capable of export.</p> <p><b>Notification Dashboard Reporting (Realtime Reporting)</b></p> <p>The first type of report is the Notification Dashboard reporting. This dashboard is a reporting system that tracks notifications in real time, allowing you to observe the results of the broadcast as they occur. Receiving real-time broadcast results allows you to make faster, more informed decisions. The dashboard reporting screen</p>

#	Question	Yes	No	N/A	Comment
					<p>automatically refreshes every 60 seconds, or it can be manually refreshed while the broadcast is active to provide up-to-the-second information. You can easily access detail-level reporting to see who has received and confirmed messages and who has not.</p> <p><b>Broadcast Reports</b> The second type of report is the Detailed Broadcast Report, which provides detailed breakdowns of each notification sent. Detailed Broadcast Reports are available online through the Web-based administration console. They can also be automatically e-mailed or faxed at the conclusion of a broadcast.</p> <p><b>Ad Hoc Reports</b> The third type of report is the Ad Hoc Report, which allows administrators to extract specific data from the system. Ad hoc reports can be downloaded in CSV and PDF format as well as HTML format. Everbridge allows users to retrieve call records via a wide variety of record search and reporting options. Unlike some mass notification systems that provide only static report features, Everbridge's Ad Hoc Reporting functionality will allow you to pull reports that are important and meaningful for your specific needs. Users can create custom Contact Reports, and Notification Reports by choosing from a large selection of data fields from which to query.</p> <p><b>Event Analysis Reports</b> Everbridge provides the ability for multiple messages to be viewed in a single report. Reports can be filtered to include a single notification – or spanning multiple notifications. Furthermore, using Event Reporting, clients may look, top down, at all messages/response details related to the same Event in a graphical and “top down” style.</p> <p><b>Detailed Notification Analysis Reports</b> The final type of report is a detailed Notification Analysis report which allows clients to investigate the delivery details, over time and among all users targeted, for any notification campaign launched from the platform. Details about the notification are included such as the settings that were configured for the deployment, confirmation status information (with pie chart representation), and the overall number of delivery attempts made over time (with line chart representation).</p>

#	Question	Yes	No	N/A	Comment
38.	<ul style="list-style-type: none"> <li>percentage of attempted and completed notifications</li> </ul>	X			
39.	<ul style="list-style-type: none"> <li>failure rates</li> </ul>	X			
40.	<ul style="list-style-type: none"> <li>failure modes (with standard response definitions across sub-contracted carriers)</li> </ul>	X			
41.	<ul style="list-style-type: none"> <li>time of delivery</li> </ul>	X			
42.	<ul style="list-style-type: none"> <li>length of delivery</li> </ul>	X			
43.	<ul style="list-style-type: none"> <li>total number delivered</li> </ul>	X			
44.	<ul style="list-style-type: none"> <li>Other</li> </ul>				
45.	Customer support must be treated as a high priority with:				
46.	<ul style="list-style-type: none"> <li>one primary point of contact at the company</li> </ul>	X			<p>Orange County has a dedicated Account Manager who serves as your primary point of contact.</p> <p>Additionally, clients are directed to contact 24x7x365 Technical Support:  <a href="https://www.everbridge.com/customers/support/">https://www.everbridge.com/customers/support/</a></p>
47.	<ul style="list-style-type: none"> <li>24/7/365 emergency support line (for both administrators and self-registration accounts)</li> </ul>	X			<p>Everbridge complies. We believe that client care does not end with implementation. True client care continues throughout the life of the partnership. Your organization will receive ongoing support provided via the Internet, e-mail, and telephone.</p> <p>Everbridge Technical Support is available to you at any time of day or night, 24x7x365. Technical Support staff members are fulltime Everbridge employees located on-site.</p> <p>We do not outsource our client care services to third parties that do not have Everbridge expertise. When you reach out to Everbridge Technical Support, you will get a professional who is well-versed in the Everbridge system and is more than capable of assisting you.</p> <p>Additionally, Everbridge has support personnel deployed at all of our offices around the world to ensure that in large scale disaster scenarios your organization will be guaranteed the highest level of support possible.</p>
48.	<ul style="list-style-type: none"> <li>live chat</li> </ul>	X			
49.	<ul style="list-style-type: none"> <li>screen-sharing tools</li> </ul>	X			<p>Everbridge support personnel may initiate a Zoom session (corporate approved standard for secure meetings and collaboration) with a client to provide support if necessary.</p>
50.	<ul style="list-style-type: none"> <li>one business day deadline for non-emergency support response</li> </ul>	X			

#	Question	Yes	No	N/A	Comment
51.	The provider has a transparent method for responding to, prioritizing, and implementing feature requests and modifications with a 30 day response time.	X			<p>The Everbridge system is designed with client focus in mind. All Everbridge clients are encouraged to enter feature requests for the notification solution through Everbridge Client Services. All requests are logged and tracked by the development team, and as more clients request similar features, Everbridge may include these into the notification platform.</p> <p>In regard to "change management", Everbridge employs the following industry standard practices for controlling changes to the SaaS application code or the database:</p> <ul style="list-style-type: none"> <li>• Approved, detailed, written specifications from the business group</li> <li>Impact analysis</li> <li>• An approval hierarchy that includes at least one company executive</li> <li>Queue management to ensure that all stakeholders are aware of the approved and pending changes to the system</li> <li>• Documented approvals for applying any changes to the Development, Test, and Production environments</li> <li>• Application code must be checked into a secure code library and checked out of this library to be applied to the Test or Production systems.</li> <li>• Application code or database changes to the Test and Production environments require the use of highly secured passwords that are known only to the developers responsible for migrating application code or database changes. Only the DBA has access to implement database changes.</li> <li>• Back-out procedures</li> <li>• Specification of onboarding and maintenance windows</li> </ul>
52.	All data entered into the system from any source remains the property of the County of Orange; data cannot be provided or sold to other entities.	X			
53.	Registrants are not required to provide their data to the Contractor or other third party, or subscribe to or download an application in order to receive notifications through the system.	X			This can be supported through our Engagement functionality as well as through IPAWS (available to authorized clients).
54.	The provider will obtain E911 from all carriers within the County of Orange, California.	X			Most municipalities prefer to leverage existing emergency services (E911) databases that provide contact information and are updated on a monthly or quarterly, or yearly basis, allowing for a high level of accuracy. If the client prefers publicly available data, Everbridge can purchase this on behalf of the client.

#	Question	Yes	No	N/A	Comment
55.	The provider will geo-code all E911 data following a mutually agreed upon systematic process.	X			Yes, Everbridge supports geo-coding address information as a core component of our notification solution. Regardless of the method used to manage the data, if a physical address is supplied to the Everbridge platform, Everbridge will geocode the address and determine the Latitude/Longitude coordinates for the location. These coordinates are then used to drop a pin on the map (color of the pin is client defined and based on Record Type, as described above) in the Universe tab for recognition and inclusion in notification deployments. Clients may also specify the precision level of the GIS information utilized in the Everbridge solution through our Precision GIS functions which can enhance the level of accuracy and allows clients to directly handle "centroid" geocoding challenges they may experience.
56.	The system will have more than one geo-coding system or process.	X			Geocoding can be conducted using Everbridge's inherent geo-coding or clients may leverage Precision GIS capabilities and supply their own geo-coding, if desired.
57.	The provider will code residential and business lines.	X			
58.	The provider will upload E911 data that has been geo-coded and identified as business/residential.	X			
59.	The provider will upload E911 data that has been geo-coded and identified as listed and unlisted.	X			
60.	The provider will maintain data for opt-outs from the E911 data and ensure that new uploads accommodate these opt-out requests.	X			
61.	The system flags failed notifications for specific causes and allows the County to configure rules for failed notifications (e.g., mark failed call numbers or bounced emails to be resolved by County personnel).	X			
62.	The system supports contact lists of unlimited length.	X			
63.	The system supports nested contact lists (e.g., List 1 includes Sublist A, B, C; List 2 includes Sublist A & C; List 3 includes Sublist B&C)	X			
64.	The provider will analyze the results of each system use to identify if there are data management errors and identify possible improvements in data management processes.	X			Data management and review of communication campaigns are the responsibility of the client. However, should clients have questions or require support on either topic, clients may reach out to our 24x7x365 tech support team as needed.
65.	The system must incorporate Coding Accuracy Support System (CASS)	X			

#	Question	Yes	No	N/A	Comment
	certified address entry in all entry portals.				
66.	The provider hosts training:				
67.	<ul style="list-style-type: none"> <li>in-person at system implementation</li> </ul>	X			
68.	<ul style="list-style-type: none"> <li>in-person on an as-requested basis</li> </ul>	X			
69.	<ul style="list-style-type: none"> <li>interactive webinar</li> </ul>	X			
70.	<ul style="list-style-type: none"> <li>recorded computer based trainings</li> </ul>	X			<p>Everbridge provides multiple levels of documentation that assist users in the process of managing the notification system. These levels of documentation include:</p> <ul style="list-style-type: none"> <li>Everbridge Mass Notification User's Guide</li> <li>Everbridge Mass Notification Quick Start Guide</li> <li>Everbridge Mass Notification Application Programming Interface (API) Guide</li> <li>Everbridge University Online (Video Tutorials)</li> <li>Everbridge Online Help</li> <li>Everbridge One Sheets</li> </ul> <p>The User's guide is a full documentation of the features of the notification platform. The quick start guide is focused on the areas that will allow a user to use the notification functions of the system.</p> <p>The API Guide is a starting point for software engineers to write applications that harness the strength of the Everbridge platform allowing for full integration with client systems.</p> <p>Everbridge University is an online learning environment that has tutorials with videos that show how the system works. The online help is built into the notification platform. It will open in a new window and assist a user in the process of sending a notification.</p> <p>Everbridge one sheets isolate common tasks and help a user send a notification, edit a contact, or make a selection from the map.</p> <p>The library of documentation ensures that clients will have access to all the tools that they need in order to do everything from sending a notification quickly to managing a complex integration taking advantage of advance features.</p>
71.	A comprehensive User guide is provided detailing all system features and functions.	X			
72.	The provider allows for free testing and training by the County and Sub-administrator accounts.	X			

#	Question	Yes	No	N/A	Comment
73.	The system has a testing environment with safeguards to ensure that training and testing do not occur using E911 data unless the User intends to do so.	X			
74.	The system has a self-registration portal that allows both external (the public) and internal (agency employees) individuals to register multiple contact methods with and without setting up an account.	X			
75.	The system provides the public with a single-screen interface through which Registrants can opt-in to notifications originating from multiple jurisdictions or agencies.	X			
76.	The public web interface for Registrants is of responsive design capable of displaying clearly on mobile, tablet, and desktop devices.	X			
77.	The system's Registrant interface meets or exceeds the requirements of Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines (WCAG).	X			
78.	The system allows Registrants to update their own contact data via an online portal or mobile application.	X			
79.	The registration portal allows Registrants to create an account with either an email address or telephone number.	X			
80.	The registration portal requires the Registrant to validate their contact information.	X			
81.	The registration portal incorporates CASS certified address entry and validation before allowing the Registrant to finalize.	X			
82.	The registration portal incorporates an automatic geo-coding validation before allowing the Registrant to finalize, including allowing the Registrant to manually move the point mapped if correction is needed.	X			
83.	The registration portal geo-coding software must update parcel and address data no less than bi-annually, so as to capture newly constructed homes and businesses.	X			The Everbridge Member Portal leverages Google for geocoding addresses and Google is continuously. Additionally, registrants can drop a pin to their exact lat/long.
84.	The registration portal is available in at least the following languages:	X			The Everbridge registration portal can be configured by clients to include any language desired (as they control the content that is displayed on the page). Clients may also enable our Google Translate functionality which allows user of the page to select the desired language and all content on the page will be displayed in the selected language (auto-translation

#	Question	Yes	No	N/A	Comment
					provided through Google Translate).
85.	• Arabic	X			
86.	• English	X			
87.	• Farsi	X			
88.	• Korean	X			
89.	• Spanish	X			
90.	• Vietnamese	X			
91.	Registrants can choose what types of alerts to receive and what devices to receive them on, such as:	X			
92.	• Weather alerts	X			
93.	• Road closings	X			
94.	• School closings	X			
95.	• Special announcements	X			
96.	At registration, Registrants can provide vulnerability data.	X			This would be configurable At Risk or Needs identification – Bedridden, Oxygen, etc.
97.	The system can detect Video Relay Services (VRS) used by the deaf and hard of hearing community. Messages will be delayed until the VRS interpreter becomes available or the message will be looped for up to 3 minutes.		X		
98.	During an alert notification, the system can provide Registrants with language options upfront (ex. Press 1 for English, 2 for Spanish, etc.).		X		While we don't support IVR for multi-lingual messages, Orange County currently collects language preference for registrants during the sign up process and can send autotranslated notifications. Notifications posted to the Member Portal can also be translated into various languages.
99.	The service supports non-English character sets and right-to-left text for email and TTY messages.	X			
100.	The system allows for configuration of automated forwarding from other systems (e.g., National Weather Service).	X			Everbridge's Mass Notification platform offers SMART Weather Alerting which leverages Weather Decision Technologies' (WDT) meteorological resources to enhance and optimize over 150 severe weather alerts such as lightning, tornadoes, thunderstorms, hail, ice, snow, extreme temperatures, high winds, flash floods, and flooding. Because these severe weather events are difficult to predict far in advance, they often have terrible loss of property and life for those individuals who are caught unaware. Everbridge SMART Weather Alerting provides location-specific severe weather alerts at the speed of click. An automated rules engine supercharges the speed and accuracy of alert delivery, so notifications get to the right people right away. Everbridge launches notifications that are:

#	Question	Yes	No	N/A	Comment
					<ul style="list-style-type: none"> <li>• Specific - Detailed alerts, geographies, and stop start times.</li> <li>Map-driven - Visual weather and select targets using GIS maps and shapes.</li> <li>• Automated - Deliver alerts to contacts and members automatically.</li> <li>• Rules-based - Use rules to determine when a message should be triggered.</li> <li>• Targeted - Deliver the right message to the right person automatically.</li> </ul>
101.	The system is intuitive, easy to learn, and uses best practices in User interface and User design.	X			Everbridge is designed with ease of use in mind for both message senders and recipients. Our system is built with an intuitive interface that allows for administrators to send messages and navigate the system easily. For new notifications, we provide a single page workflow which allows clients to specify message type, message content, target audience, and deployment options (such as devices to target, number of contact cycles, etc.). Furthermore, notifications may be launched even more quickly using our Notification Templates, whereby various elements of the notification deployment may be defined ahead of time – reducing the selection of the options to send the notification when needed.
102.	The web interface for Users uses responsive design capable of displaying clearly on mobile, tablet, and desktop devices.	X			
103.	A mobile app for iOS and Android is available that allows Users to send public notifications to on-the-fly generated geo-located areas.	X			Everbridge supports the ability to launch new and template broadcast to both individuals and groups of individuals, manage messages, and view reports from smartphones and tablet devices. Today, we have Mobile app support for iOS and Android devices. Authentication on the mobile platform is through HTTPS connections utilizing 2048-bit encryption. No information is cached locally within the app. Everbridge also supports a universal browser interface which functions among any smartphone or tablet device including BlackBerry and Windows Mobile.
104.	The service integrates with incident management systems, such as WebEOC, so that alerts can be activated from WebEOC Input or Display views.	X			This can be achieved using our Incident Communication and Email Ingestion functionality or through custom development using our JSON-based RESTful API.
105.	The system has a robust responder notification function that allows for advanced polling functions and the ability to stop calls once a set threshold of responses is reached.	X			Everbridge provides the ability to create and send quota-based notifications by using our Polling Notification with Quota enabled. This gives customers the ability to specify a certain number of positions to be filled. Once deployed, the quota notification will start contacting the pool of candidates and

#	Question	Yes	No	N/A	Comment
					continue until enough successful responses are provided to fill the quota count. Once the quota is filled, the system will automatically stop calling the group. If desired, customers can use our follow-up capability to recommunicate to any desired audience—such as those who confirm receipt after the quota is filled—very quickly.
106.	The system has the ability to directly link notification recipients to an internal conference call.	X			Everbridge supports Conference Notifications inherently, whereby a notification is deployed to client recipients and if received via phone, they will join the call immediately; if received via text message, all dial-in and passcode information is included to allow the end user to connect to the call. Everbridge provides 4 inherent conference bridge lines for any client to use – and clients may customize our service to support their own conference systems, if desired
107.	The system will have the ability for two-way text and email communication.	X			
108.	Responses to notifications can be sent via email or text directly to the User sending the message, system administrators, or members of a User-defined group.	X			Responses and confirmations from recipients are reported back to the Everbridge platform whereby authorized client administrators (including those that initiated the communication) may review through our extensive reporting options
109.	The system has the ability to export the polygon created for the notification in shape file, KML, and CSV.	X			
110.	The system automatically sends all Registrants a yearly, bi-yearly, or quarterly email reminding them to update their information. This message can be configurable by a User.	X			Everbridge can schedule notifications to accomplish this. Additionally, rules or filters can be developed to only target the users that have not recently updated their contact information.
111.	The system has the ability to manually bulk upload data via CSV or Excel and automatically via SFTP.	X			
112.	The system has an audit functionality that allows authorized Users to review system access and activity for up to 18 months.	X			

## **Exhibit 1**

### **Use Policy**

#### **Prohibited uses**

County shall use the Service only for lawful purposes and in accordance with this AUP. County may not:

- Use the Service in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries)
- Use the Service for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise
- Use the Service to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam" or any other similar solicitation
- Impersonate or attempt to impersonate Everbridge, an Everbridge employee, another user or any other person or entity, including by utilizing another user's identification, password, account name or persona without authorization from that user
- Use the Service in any manner that could disrupt, disable, overburden, damage, or impair the Service for County or others (including the ability to send timely notifications through the Service), via various means including overloading, "flooding," "mailbombing," "denial of service" attacks, or "crashing"
- Use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the material
- Use any manual process to monitor or copy any of the material made available through the Service or for any other unauthorized purpose without our prior written consent
- Use any device, software or routine, including but not limited to, any viruses, trojan horses, worms, or logic bombs, that interfere with the proper working of the Service or could be technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer or database connected to the Service.
- Attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without Everbridge's express written consent.
- Take any action in order to obtain services to which such client is not entitled
- Attempt any action designed to circumvent or alter any method of measuring or billing for utilization of the Service
- Otherwise attempt to interfere with the proper working of the Service

#### **Everbridge rights and remedies**

If County becomes aware of any content or activity that violates this AUP, County shall take all necessary action to prevent such content from being routed to, passed through, or stored on the Everbridge network and shall promptly notify Everbridge. County's failure to comply with this AUP may result in Everbridge taking action anywhere from a warning, to a suspension or termination of Service. Everbridge will endeavor to provide notice to County prior to any suspension or termination of Service, but may immediately suspend or terminate in instances where continued provision of Service may cause significant harm to Everbridge, the Service or other clients.



## County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

Effective: June 30, 2008

Revised: October 15, 2024

### I. PURPOSE

The purpose of these Operating Guidelines is to describe the use and administration of AlertOC, the Orange County Public Mass Notification System (“System”) by the County of Orange (“County”), County agencies and departments (“Agencies”), and local jurisdictions authorized by the County Board of Supervisors (“Jurisdictions”). This document will provide roles and responsibilities at the regional level. Individual Jurisdictions/Agencies should create and maintain subordinate procedures which incorporate the regional concepts outlined below. The step-by step procedures for activation and use will be maintained in a separate document maintained by each jurisdiction/agency as a part of their emergency response plans for overall planning and response efforts. A copy of these guidelines shall be maintained in PrepareOC.

This document does not supersede any policy and procedures outlined in the Memorandum of Understandings signed by participating agencies, but should be used to support the use of the System.

Authorized users must respect the integrity of the System, understand the regulatory and privacy issues, and fully comply with the guidelines outlined in this document.

### II. SYSTEM DESCRIPTION

The primary intent of the System is to disseminate early warning and time sensitive information to County businesses and community members during an emergency event. The System is only one component of the County of Orange public warning system. As deemed fit by local authorities, the System should be used in conjunction with the other public warning mechanisms including, but not limited to: route alerting, the Emergency Alert System, outdoor warning systems, and press releases.

The System is available 24/7 and has been pre-loaded with Orange County landline phone numbers (including unlisted) and countywide geographic maps. Additionally, community members have the option to provide additional contact information via self-registration portal [AlertOC.gov](http://AlertOC.gov) with link access from county and all participating entity websites. The System will be used to send messages, describing the situation, impacted area, and recommended action the public should take, to affected businesses and community members via telephone, e-mail, and/or text.

The County is the sponsor of the System and will take appropriate measures to ensure that the System is in a state of operational readiness at all times. It is the responsibility of all participating Agencies to maximize community member benefits from the System.

While the County’s intent for implementing and maintaining the System is for “emergency” use, upon consent from local authorities, cities may optionally use the System to disseminate “government-related” non-emergency notifications to community members and organization resources within its jurisdiction.



## County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

### III. OVERVIEW OF GENERAL SYSTEM FEATURES

At minimum, the Orange County Sheriff's Department Emergency Management Division shall acquire and maintain a System capable of meeting the following requirements:

- A. Licensed for use throughout the County's entire region
- B. Capable of sending Wireless Emergency Alerts and Emergency Alert System notifications
- C. Capacity to send a 45 second message to 10,000 community members and businesses within 10 minutes
- D. Capacity to send messages via phone, e-mail and text
- E. Accessible via the public internet
- F. Provides audit trail logging and reporting
- G. GIS map interface for geographic call list generation
- H. Community member self-registration web portal (available in threshold languages)
- I. Interactive phone survey technology and reporting
- J. Interactive Voice Response based notification setup and execution
- K. Unlimited vendor support, with access to vendor available for Jurisdictions as needed

### IV. REGULATIONS AND AUTHORITIES

The System is operated in compliance with laws and regulations which are incorporated by reference into these Operating Guidelines.

- 47 C.F.R. Part 11 – Emergency Alert System
- 47 C.F.R. Part 10 – Wireless Emergency Alerts
- American with Disabilities Act

The System uses the E911 database to complete the notifications. The use of the E911 database is regulated by the California Public Utilities Code (CPUC) sections 2872 and 2891 *et seq.* The information contained in the E911 database is confidential and proprietary and shall not be disclosed or used except by authorized personnel for the purpose of emergency notifications. Any agency in violation of this regulation is subject to criminal charges as described in the CPUC.

### V. GOVERNANCE

The County Board of Supervisors has authority over the System governance.

The Orange County Sheriff's Department Emergency Management Division (OCSD-EMD) will manage the System as a countywide asset on a day-to-day basis. The OCSD-EMD will draft, implement and maintain policies, processes, and data related to the System. The OCSD-EMD is responsible for ensuring that the provisions of the Vendor contract are implemented properly.

The Emergency Management Council Subcommittee and the Orange County Emergency Management Organization-Technology Subcommittee are responsible for recommending plans, procedures, and policies related to the System for approval.

The Orange County Emergency Management Council and County of Orange Operational Area Executive Board are responsible for approving plans, procedures, and policies related to the System.



## County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

### VI. AUTHORIZED USERS

Use of the System by each Agency and Jurisdiction is contingent upon that Agency or Jurisdiction abiding by the contract with the mass notification vendor, and the protocols established by the Emergency Management Council and Operational Area Executive Board.

The System is designed to be a countywide asset, available to all Jurisdictions that have a dedicated public safety answering point (PSAP) and/or a residential population for whom they are responsible for making protective action recommendations.

An Agency may participate in the countywide System at no charge when used for emergency purposes until December 30, 2029.

Entities authorized to join the system at no cost are limited to the County, Orange County Cities, the Municipal Water District of Orange County and Orange County Retail Water Agencies, and the University of California, Irvine. Each participating Jurisdiction must sign a Memorandum of Understanding (MOU) and will maintain, at minimum, a Local Administrator responsible for implementing and administering use of the System at the local level.

#### A. County Level

##### 1. County Administrator

The OCSD-EMD will assign and maintain a designated County Administrator responsible for overall acquisition, accessibility, maintenance, compliance and management of all components required to provide an effective countywide mass notification system.

The County Administrator is responsible for:

1. System acquisition and contract management.
2. Policy management and as needed modification (in consultation with public safety, emergency management and emergency response personnel.)
3. Audit compliance: routine monitoring of System use to insure policy and contract compliance.
4. Access management: record management of signed MOU from each participating Agency, distribution of local administrator accounts and updated Local Administrator contact list.
5. Data management: E911 data acquisition, update and compliance monitoring. Countywide map file acquisition, update and overall geo-coding.
6. Testing: facilitate routine System-wide test exercise, document overall test results and recommend and execute, as needed, corrective action at the County level.
7. User Testing: verify and document County Alert and Warning Users are performing monthly tests.
8. Public education campaign: initiate and facilitate public education campaign aimed at making the public aware of the countywide public mass notification system initiative and individual registration web portal.



## County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

9. Exclusion List: maintaining exclusion lists, provided by Local Administrators, in the System.
10. System support: provide support to County Users and Local Administrators.



## County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

### 2. County User

The County will have two levels of users: Alert & Warning Users and Agency Users. Both Alert and Warning Users and Agency Users are responsible for obtaining Multi-Factor Authentication (MFA) software and will require MFA software to be functional for access to the System.

#### Alert & Warning Users

Orange County Sheriff's Department Emergency Communication Bureau (9-1-1 dispatch), Control One and Emergency Management Division personnel will be setup as Alert & Warning Users. Alert & Warning Users will have permission to access and launch emergency notifications to all jurisdictions within Orange County consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

Alert and Warning users should perform monthly tests including:

1. Logging into AlertOC
2. Sending a test message to one or more contacts
3. Checking message receipt to ensure message was delivered

A Jurisdiction that contracts with the Orange County Sheriff's Department for police services authorizes the OCSD-Control One, OCSD-Dispatch, or OCSD-EMD personnel to launch on their behalf if requested by contracted field personnel in order to launch messages in a timely manner. These jurisdictions can also launch on their own behalf.

#### Agency User

Agency Users will have permission to execute inter-department notifications. Unincorporated areas of Orange County will have emergency messaging to the public launched by the Orange County Sheriff's Department. All other County Agencies may have access to use the System for interdepartmental use. Each participating Agency shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide and provide this guideline to the Orange County Sheriff's Department Emergency Management Division. Each participating County agency shall maintain a level of training for their users consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

### B. Jurisdictions

Jurisdictions wishing to participate may do so by having an authoritative representative sign the "Orange County Public Mass Notification System" MOU. Upon signing the MOU, the Jurisdiction will identify a Local Administrator. The Local Administrator completed specified training and certifications before being provided with an account. Throughout the term of the MOU, the Jurisdiction may use the System to send an unlimited number of emergency notifications to the public as well as an unlimited number of emergency and non-emergency inter-department messages. Each participating Jurisdiction shall develop and maintain written procedures to identify and address the Jurisdiction's specific use of the System within the scope of this guideline. Each participating Jurisdiction shall maintain a level of training



## County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

for their users consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

### **1. Local Administrator**

Participating Jurisdictions agree to appoint a designated Local Administrator responsible for leading, coordinating, monitoring and optimizing use of the System at the local level. Local Administrator shall act as the Jurisdiction's central point of contact and will work collaboratively with the County Administrator to ensure local use of the system is within MOU and Operating Guidelines.

Local Administrator is responsible for:

1. Contract acquisition if Agency will use the system for non-emergency purposes.
2. Local Agency Mass Notification Operating Procedure development and management.
3. Use compliance: routine monitoring to ensure System is used within the conditions and terms of this document and associated MOU.
4. Access management: Local User account distribution and management, including an annual audit of accounts; annual attestation that all Local Administrators and Local Users are authorized to continue accessing the system. Record management of MOU(s) and signed Local User certifications.
5. Testing: facilitate routine local System test exercise, document local test results and recommend and execute, as needed, corrective action at the local level.
6. User Testing: verify and document Local Users with Alert and Warning responsibilities are performing monthly tests.
7. Public education campaign: initiate and facilitate public education campaign aimed at making the local community aware of the intended use of the System and individual registration web portal.
8. System support: provide support to Local Users.
9. Providing logins and procedural training to key individuals within their Agency responsible for using the System.
10. Exclusion Lists: provide annually a review of the exclusion list for businesses, phone numbers, and organizations in the Participating Jurisdiction.
11. Training: ensuring Local Users complete security awareness training that covers at a minimum the following areas: proper protection, handling, dissemination, and destruction of confidential information (CI); threats, vulnerabilities, and risks associated with handling of CI; social engineering; system responsibilities and expected behavior; account usage and management – including password creation, protection, and frequency of changes; system usage – allowed vs. prohibited; incident response; physical security; email protection – phishing threats and business account compromise
12. Incident Response: Local Administrator is responsible to immediately notify OCSD of any incidents that could lead to the unauthorized or accidental use, modification, disclosure, or destruction of any information contained within the system.

### **2. Local User:**



## County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

Participating Jurisdictions may have an unlimited number of Local Users. Local Users will have access to community member contact records within their Jurisdiction or Service District. Local Users will be authorized and managed by the Local Administrator and may have varied system permissions. For Water Retail Water Agencies, Local Users may use the System to send emergency notifications to the public by using pre-established GIS shape files or the system's interactive map feature to identify their water users.

Local Users are responsible for obtaining Multi-Factor Authentication (MFA) software and will require MFA software to be functional for access to the System.

If a local user has access to send Alert and Warning messaging to the public then the local user should perform monthly tests including:

1. Logging into AlertOC
2. Sending a test message to one or more contacts (this can be the Alert and Warning User)
3. Checking message receipt to ensure message was delivered



## County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

### VII. AUTHORIZED USE

#### A. Emergency Public Notifications

Legal restrictions exist related to issuing different types of messages through the System. All Users are required to know and understand these restrictions. The Form in Attachment B delineates the requirements for each type of message.

As a general principle, the System is to be used when the public is being asked to take some action (e.g. evacuate, prepare to evacuate, shelter in place, boil tap water before drinking, local assistance centers and other follow up information, re-entry to an area after evacuation orders have been lifted or termination of the emergency because the danger has passed).

Use of the System for emergency activity contains two components: (1) the need to disseminate critical, safety-related information to individuals regarding emergency events occurring now, follow up information regarding the event and termination of the emergency event, and (2) communicating with safety-responder staff, volunteers and involved parties about the emergency event.

Emergency Public Notifications are limited to:

1. Imminent or perceived threat to life or property
2. Disaster notifications
3. Evacuation notices
4. Public health emergencies
5. Public safety emergencies
6. Any notification to provide emergency information to a defined community

The following criteria should be used to assist with determining the need to issue an alert:

1. Severity. Is there a significant threat to public life and safety?
2. Public Protection. Is there a need for members of the public to take a protective action in order to reduce loss of life or substantial loss of property?
3. Warning. Will providing warning information assist members of the public in making the decision to take proper and prudent action?
4. Timing. Does the situation require immediate public knowledge in order to avoid adverse impact?
5. Geographical area. Is the situation limited to a defined geographical area? Is that area of a size that will allow for an effective use of the system, given the outgoing call capacity?
6. Are other means of disseminating the information inadequate to ensure proper and time delivery of the information?
7. Is the message being sent follow up information to an emergency event in progress?

If the answer to ALL of these questions is "Yes", then an activation of the System for emergency purposes may be warranted.



## County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

Illustrations of incidents which may be Emergency Public Notifications are included in Attachment A.

Participating Agencies are authorized to develop pre-established notification lists and messages related to specific types of emergencies. The circumstances for using these lists should be documented within County emergency plans and annexes approved by the Emergency Management Council, and their establishment coordinated with the County Administrator. Such documentation should include which forms of System notification will be used (e.g., opt-in agency data). During emergencies, messages will be coordinated with the Operational Area Emergency Operations Center or OCSD-EMD. These lists may include special populations (e.g. in-home care, schools, etc.) or those susceptible to certain risks (e.g. homes within dam inundation zone). It is the responsibility of the participating Agency to create, maintain and update these lists.

### **B. Emergency Responder Notifications**

Emergency Responder Notifications are limited to:

1. Contacting first responders to advise of an emergency
2. Contacting first responders to report for duty due to an emergency
3. Contacting key staff regarding an emergency or crisis situation
4. Contacting agency employees/DSWs to report at a different time or location (or provide an update) due to an emergency
5. Exercises

Emergency considerations:

1. Notification shall clearly state situation is an emergency
2. Message length shall not exceed 60 seconds
3. Message shall have a call back number specific to the agency issuing the notification.
4. It is highly recommended all messages are recorded using a real voice and not the computer transcriber.
5. It is highly recommended to provide a phone number or website where the public can obtain additional or updated information
6. An all clear notification should be sent when applicable

### **C. Non-Emergency Public Notifications**

Non-emergency **public** notification use is **prohibited** for any of the following purposes:

1. Any message of commercial nature
2. Any message of a political nature
3. Any non-official business (e.g. articles, retirement announcements, etc.)
4. To send a message to an E911 obtained data source

E911 data is cannot be used for non-emergency use except for testing according to the law California Public Utilities Code (CPUC) sections 2872 and 2891.1 and violators may be subject to criminal enforcement. Any Agency or Jurisdiction in violation of this term may have their use of the System suspended or their individual access revoked.



## County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

No Jurisdiction shall use the System for non-emergency public announcements unless a separate contract with the Vendor is established. Cost associated with non-emergency public notifications is the responsibility of the local Jurisdiction. Jurisdictions will be limited to using the self-registering portal entry data only when launching non-emergency messages.

Jurisdictions who contract to use the System for non-emergency activity agree to give precedence to emergency notification call-outs by delaying or terminating non-emergency notification sessions if needed to increase emergency message success. The primary concern for point of failure in this situation is not the System, but the telephone port capacity of local phone providers responsible for delivering calls to community members and businesses.

### **D. Inter-Department Communication**

Each participating Agency and Jurisdiction is authorized to create employee/volunteer and department call lists and pre-recorded messages. Agencies and Jurisdictions may use the System for non-emergency inter-departmental business communication as needed, without cost. It is recommended that individual Agencies identify where this would add value to their operations and establish separate written protocols and procedures for this use. Inter-departmental users will have permission to inter-departmental contact information only and are authorized to use the System solely for inter-departmental communication including but limited to first responder or volunteer call-outs.

### **VIII. ACTIVATION OF THE SYSTEM**

Each Jurisdiction is responsible for launching messages to affected community members and businesses within their Jurisdiction or Service District.

- For messages launched by Jurisdictions on their own behalf, Jurisdictions are responsible for identifying and documenting who has the authority to launch messages.
- For messages launched by the County on behalf of Jurisdictions, the County requires the message be authorized by either the City Manager, City Police Chief, City Fire Chief, City Emergency Manager, or by public safety personnel on the incident scene with Incident Commander approval. Exigent circumstances will be evaluated on a case-by-case basis if the preceding individuals are not available.

The County of Orange and Orange County Operational Area Alert and Warning Plan is incorporated by reference. This document delineates the processes for coordinating all alert and warning notifications, including those transmitted using this System.

### **IX. LIMITATIONS OF THE SYSTEM**

Every effort will be made by the County to ensure the System operates in the manner described in the SOP. However there are limitations of technology which may cause the system to fail or provide inconsistent message delivery. Some of these limitations include:

- Cell Phone Disruptions
- Cell Phone Reception Coverage
- Public Safety Power Shutoff events



## County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

### **X. ROUTINE TESTING**

Monthly System tests will be conducted to ensure that use of the System in an emergency is optimized and users are familiar with operation. All users should perform monthly message proficiency tests. Users who do not login and perform a message proficiency test at least yearly are subject to removal as a user from the System.

The System will have an annual regional test. This includes testing operational readiness, activation procedures and system effectiveness as well as validating data and system processes. Through the annual test exercise, System administrators and users will be able to observe the mode of operation to augment and refresh System and process knowledge.

Specific test exercise routines, roles, responsibilities and schedule will be detailed in the County of Orange and Operational Area Alert and Warning Plan.

By signing the Mass Notification System MOU, participating Jurisdictions agree to take part in System drills and exercises.

### **XI. CONFIDENTIALITY AND SECURITY**

Through the “Memorandum of Understanding between the County of Orange and Participants for use of Countywide Mass Notification System,” each agency is bound in writing to the confidentiality obligations sufficient to permit agencies to fully perform its obligations under this policy or the vendor agreement. Jurisdictions and Agencies shall be responsible for:

1. Ensuring users have completed an appropriate background check and undergone annual security awareness training.
2. Protecting Confidential Information (CI) contained within the system against accidental or unauthorized use, modification, dissemination, or destruction.
3. Ensuring that users maintain the confidentiality of all user login and password information;
4. Ensuring that users follow the 90 day password expiration limit;
5. Ensuring that users use the service in accordance with all applicable laws and regulations, including those relating to use of personal information;
6. Immediately notifying the County Administrator of any security incident that could lead to the unauthorized access, use, modification, dissemination, or destruction of CI contained within the system.
7. Any breach of the terms of this policy or the vendor agreement by any user; and
8. All communications by users using the service.

### **XII. COSTS**

The County of Orange agrees to fund the System for notifications classified as “emergency use.” The County of Orange also agrees to continue to obtain updated E911 telephone data and geographic maps.

Costs associated with use of the System for non-emergency activity is the responsibility of the local Jurisdiction through separate contract with the Vendor.

### **XIII. DEFINITIONS**



## County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

**System** – All components of the Mass Notification System including hardware, software, access portals, contact data and GIS maps.

**Community members** – Comprises individuals and businesses.

**Emergency** - “Emergency” shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the individuals and property located within the boundaries of the county and participants’ respective jurisdictions.

### XIV. REVISION HISTORY

Revision Date	Author	Description
April 18, 2008	PMNS Policy Committee	Document originated
May 19, 2008	PMNS Executive Review Team	Non-emergency session termination in Section V., Item C.
June 16, 2008	Teara LeBlanc	Exception clause in Section VII, Item A., bullet 2.
May 2010	Vicki Osborn	Revision of all sections
June 2012	Raymond Cheung	Revision for OCSD transition
May 2013	Raymond Cheung	Revision for new vendor contract
May 2016	Raymond Cheung	Added confidentiality item to Section V., Item C. and allowed non-emergency use in Section V., Item B. and Section VIII.
June 2021	Harmon “Jay” Ward	Revision for new contract Revision of Sections II, III, IV, V, IX, and XI.
October 2024	Harmon “Jay” Ward	Revision for new contract; added User Testing for County and Local Jurisdictions in Sections VI and X; added City Emergency Manager as Authorized Requestor in Section VIII; added Section IX; added password expiration in Section XI.



## County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

### XV. ATTACHMENT A – INCIDENT ILLUSTRATIONS

This is a non-exhaustive list provided as examples.

Type of Incident	Description	Meets Public Safety Criteria
Active Shooter	A shooting with armed individual or individuals is occurring in a known area.	Yes
Boil Water Orders	An unsafe water supply issue requiring the public to boil water before use.	Yes
Building Fire	A fire occurring in an urban area requiring evacuation or shelter in place for the immediate area.	Yes
Violent Crimes	Violent crimes that just occurred such as robbery, assault, murder, etc.	Yes
Felony Suspect at Large	Law enforcement is currently searching for a felony suspect that is suspected to be in a certain area.	Yes
HazMat	Hazardous Materials incidents that require a fire/hazmat response and may include evacuations or shelter-in-place orders.	Yes
Health Orders	Any public health order made pursuant to County Health Officer recommendations.	Yes
Missing Adult (920A) with special circs	12- 17 yrs with decreased mental capacity or medical condition	Yes
Missing Child (920C)	12 yrs or younger	Yes
Missing Juvenile (920J)with special circs	18 yrs and older 12- 17 yrs with decreased mental capacity or medical condition	Yes
Severe Weather Related	Weather warnings that forecast an occurring or imminent threat to public safety or coincide with protective action recommendations such as voluntary or mandatory evacuation orders.	Yes
Evacuation or Shelter-in-Place	Voluntary or mandatory evacuation or shelter-in-place orders.	Yes
Wildland Fire	A fire occurring in a wildland urban interface area requiring immediate evacuation or shelter-in-place.	Yes
Road Closures	Unplanned road closures due to an emergency situation.	Yes
Planned Events	Road closures due to community events planned in advance.	No



# County of Orange and Orange County Operational Area Countywide Public Mass Notification System Operating Guidelines

## XVI. Attachment B – AlertOC/WEA/EAS Activation Form

**Public Mass Notification System**  
**Individual User Agreement**

1. \_\_\_\_\_ (hereinafter "USER") is an agent, officer, employee or representative of \_\_\_\_\_, (hereinafter "PARTICIPANT").
2. PARTICIPANT is a signatory to a Memorandum of Understanding ("MOU") between with the County of Orange ("COUNTY") for Use of Countywide Mass Notification System ("SYSTEM").
3. As an agent, officer, employee or representative of PARTICIPANT, USER has been granted access to the System by PARTICIPANT and is deemed an Individual User under the MOU. USER can have access removed by the Local Administrator for PARTICIPANT at any time.
4. USER understands that as an Individual User, USER may only use the SYSTEM in the manner described in the MOU, the Everbridge GSA Approved End User License Agreement, and in accordance with the requirements of the law.
5. By signing this Individual User Agreement, USER hereby further expressly agrees to the do following things:
  - a) to maintain the confidentiality of login and password information;
  - b) to use the System in accordance with all applicable laws and regulations, including those relating to use of personal information;
  - c) to be responsible for any breach of the terms of the Agreement with Everbridge and/or the MOU between PARTICIPANT and COUNTY caused by the USER;
  - d) to notify the Local Administrator or County Administrator if there is a breach of security caused by the USER
  - e) to maintain the confidentiality of all records and information to which the USER may have access as a result of their access to the System pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU;
  - f) that all information transmitted and the use of the SYSTEM by USER shall be in compliance with California Public Utilities Code section 2872; and
  - g) to be responsible for notifying the Local Administrator if the USER is no longer an agent, officer, employee, or representative of PARTICIPANT
6. USER also acknowledges having been provided the opportunity to review the GSA Approved End User License Agreement with Everbridge, the Memorandum of Understanding Between the County of Orange and Participants for Use of Countywide Mass Notification System, and California Public Utilities Code section 2872, prior to signing this Individual User Agreement, and hereby agrees to abide by both the letter and intent of those documents.
7. USER may withdraw their consent to terms contained within this Individual User Agreement at any time by notifying PARTICIPANT in writing. USER acknowledges, however, that withdrawing USER's consent will result in immediate termination of USER's right and ability to access the SYSTEM.

By signing this Individual User Agreement, USER acknowledges having thoroughly read the foregoing, and hereby consents and agrees to the above terms and conditions.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email Address



# CITY OF COSTA MESA

77 Fair Drive  
Costa Mesa, CA 92626

## Agenda Report

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**File #:** 25-274

**Meeting Date:** 5/6/2025

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**TITLE:**

**FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS - ADAMS AVENUE TO FAIR DRIVE**

**DEPARTMENT: PUBLIC WORKS DEPARTMENT/ TRANSPORTATION  
SERVICES DIVISION**

**PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

**CONTACT INFORMATION: RAMIN NIKOUI, SENIOR ENGINEER; BRETT ATENCIO  
THOMAS, ACTIVE TRANSPORTATION COORDINATOR**

**RECOMMENDATION:**

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Onward Engineering for professional engineering design services for the Fairview Road Active Transportation Improvements - Adams Avenue to Fair Drive project (Federal Project No. STPL-5312(109)) in the amount of \$313,081, in final form approved by the City Attorney.
2. Authorize a ten percent (10%) contingency in the amount of \$31,308 for any unforeseen costs that may be required by the project.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

**BACKGROUND:**

The City has identified the need for various Active Transportation infrastructure improvements to provide a higher quality and more inviting bicycling and walking experience to the community. The Fairview Road Active Transportation Improvements Project (Project) will improve bicycle and pedestrian access and mobility along Fairview Road from Adams Avenue to Fair Drive. The Project will enhance the bicycle facility along the street which will serve to enhance operations by providing separation between bicyclists and vehicles. The Project is also planned to include high-visibility crosswalks, green bicycle conflict markings, and landscape and irrigation to improve pedestrian connectivity and safety. The Project will design a Class IV Cycle Track on Fairview Road and connect to the proposed Fairview Road Cycle Track from Fair Drive to Newport Boulevard, which is expected to begin construction in Fall 2025.

In 2024, the City secured a federal Orange County Complete Streets Program (OCCSP) grant to design and construct the Project. Due to the advancement of federal funding deadlines for the grant, the design of the project needs to be expedited and federal construction authorization obtained by June 2026.

**ANALYSIS:**

The procurement was handled in accordance with federal procedures outlined in the Caltrans Local Assistance Procedures Manual (LAPM) Chapter 10, Consultant Selection, for architectural and engineering (A&E) services. Proposals are evaluated and ranked in accordance with the qualifications of the firm, staffing, work plan, and familiarity with federal procedures. A&E procurement prohibits cost as an evaluation criterion, and evaluation of the proposals shall be conducted only based on qualifications because this is a federally funded project. The highest-ranked firm is requested to submit a cost proposal, and the final agreement is negotiated with the City. Should negotiations fail with the highest-ranked firm, a cost proposal will be solicited from the next highest-ranked consultant until an agreement is reached.

On January 23, 2025, the City issued a Request for Proposals (RFP) on PlanetBids for professional engineering design services for the Project. Two (2) proposals were received to provide professional engineering design services. Proposals were reviewed for compliance with the RFP, and consultants were evaluated based on project understanding, depth of experience, technical expertise, and knowledge of federal procedures. The proposals were evaluated utilizing the following evaluation criteria and weightings:

Project Approach & Methodology	30%
Qualifications & Experience of Firm	20%
Experience and Record of Success on Similar Projects	20%
Key Personnel	20%
Familiarity with Federal Procedures	10%
<b>Total</b>	<b>100%</b>

In developing the criteria and weightings, several factors were considered. The firm’s qualifications and experience performing relevant work of similar scope, size and complexity are important to the success of the Project. The proposed team should include key personnel who are experienced in working on active transportation projects. Given the project is federally funded, the firm’s familiarity with federal procedures is important for successfully completing all federal requirements, and this was added as an additional evaluation criterion and assigned a weighting of 10%.

After a thorough evaluation of the two proposals, one of the proposers was found nonresponsive and disqualified due to not submitting the required materials as outlined in the RFP. Staff found the remaining firm, Onward Engineering (Onward) to be responsive to the requirements in the RFP, responsive to the Disadvantaged Business Enterprise goal of 20% outlined in the RFP, and found Onward well qualified to perform the requested engineering design services for the project.

Onward Engineering has been providing engineering design services for over 20 years and is based in Anaheim, California. Onward offers professional services including design engineering, project management, construction management, staff augmentation, plan check, construction inspection, and surveying. They are experienced working on active transportation projects and have worked on federally funded projects. Some of Onward's recent projects include the design of multi-use pathways at The Tracks at Brea, bike lane improvements in El Monte, and the Olive Grove Park Multi-use Trail Project. Onward is currently working on the City's Adams Avenue Active Transportation Improvements - Multipurpose Trails project to design Class I Multi-use paths along Adams Avenue from the Santa Ana River to Royal Palm Drive.

The proposal submitted by Onward represents a thorough understanding of the Project. Onward provided a comprehensive and viable work plan and schedule that demonstrated an understanding of the project requirements and the expedited project timeline required to meet the federal funding deadline for construction obligations. Onward's proposal complies with City requirements and contains all required federal forms. The proposal documents Onward's technical ability and experience with similar projects and includes a project team consisting of staff with multiple years of experience working on active transportation and federally funded projects. Onward's design fees were finalized through multiple rounds of negotiations with City staff and determined to be competitive and commensurate with the requested services.

**ALTERNATIVES:**

The City Council could choose to not approve the PSA and conduct the project using in-house resources. However, the technical expertise and volume of the work associated with the project far exceed the staff's available resources and time. The City Council could also choose to readvertise the RFP. Both of these options would result in significant delays in the completion of the design and would result in not meeting the federal grant timelines required to obtain federal authorization for construction. Therefore, staff does not recommend the alternatives.

**FISCAL REVIEW:**

The total amount for the proposed contract inclusive of contingency will not exceed \$344,389. Funding for the Fairview Road Improvement project in the amount of \$300,000 is available in the Fiscal Year 2024-25 budget, in multiple Capital Improvement projects, including Federal Grants (Funds 230), Capital Improvement Fund (Fund 401), and Measure "M2" Fairshare (Fund 416). The remaining amount of \$44,389 will be funded by the Class II and III Bicycle Project in the Traffic Impact Fund (Fund 214) and Capital Improvement Fund (Fund 401).

**LEGAL REVIEW:**

The City Attorney's Office has reviewed this report, prepared the proposed PSA and approves them both as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goals:

- Strengthen the public's safety and improve the quality of life.
- Maintain and enhance the City's facilities, equipment and technology.
- Advance environmental sustainability and climate resiliency.

**CONCLUSION:**

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Onward Engineering for professional engineering design services for the Fairview Road Active Transportation Improvements - Adams Avenue to Fair Drive project (Federal Project No. STPL-5312(109)) in the amount of \$313,081, in final form approved by the City Attorney.
2. Authorize a ten percent (10%) contingency in the amount of \$31,308 for any unforeseen costs that may be required by the project.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

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

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 6<sup>th</sup> day of May, 2025 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and ONWARD ENGINEERING, a California corporation (“Consultant”).

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering design services for the development and construction bid documents for the City’s federally-funded Fairview Road Active Transportation Improvements – Adams Avenue to Fair Drive (Federal Project No. STPL – 5312(109), as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in City’s Request for Proposals No. 25-12, attached hereto as Exhibit “A,” and Consultant’s Proposal, attached hereto as Exhibit “B,” both incorporated herein.

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

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

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

Further, pursuant to the requirements of Article XXX, Consultant's performance will be evaluated by the City. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as a part of the Agreement record.

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

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code. In addition, Consultant shall comply with the Non-Discrimination Clause and Statement of Compliance as delineated in Article XVI, attached as Exhibit "T" to this PSA.

Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- (a) Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- (b) Contractor shall, if requested to so do by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status,

political affiliation, or any other non-merit factor.

- (c) If requested to do so by the City, Contractor shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- (d) Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
- (e) Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- (f) The Contractor shall include the provisions set forth in subparagraphs (a) through (e) (above) in each of its subcontracts.
- (g) The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the State of California that the Consultant has, unless exempt, complied with the nondiscrimination requirements of Government Code § 12990 and 2 CCR § 8103.

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

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

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

1.9. Workplace Safety. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold City harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

- (a) Accidents: If a death, serious personal injury, or substantial property damage

occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Costa Mesa City Risk Manager's Office by telephone. Contractor shall promptly submit to City a written report, in such form as may be required by City of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of City's equipment, tools, material, or staff were involved.

- (b) Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the City the opportunity to review and inspect such evidence, including the scene of the accident.

1.10. State Prevailing Wage Rates.

- (a) No Consultant or Subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code § 1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.
- (b) The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer.
- (c) General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- (d) Payroll Records: 1) Each Consultant and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code § 1776 and as defined in 8 CCR § 16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employees by the Consultant or Subconsultant; 2) The payroll records enumerated under paragraph 1) above shall be certified as correct by the Consultant under penalty of perjury. Each Consultant shall submit a certified copy of the records to the entity that requested the records within ten (10) calendar days after receipt of the written request.
- (e) When prevailing wage rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the City's Contract

Administrator.

- (f) Penalty. The Consultant and any of its Subconsultants shall comply with Labor Code § 1774 and § 1775. Pursuant to § 1775, the Consultant and any Subconsultants shall forfeit to the City a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by Consultant or by its Subconsultants in violation of the requirements of the Labor Code and in particular, Labor Code §§ 1770 to 1780, inclusive.
- (g) Pursuant to Labor Code § 1775, the City shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

## **2.0. COMPENSATION AND BILLING**

2.1. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," (Consultant's Cost Proposal) attached hereto and made a part of this Agreement. Consultant's total compensation, based upon lump sum, shall not exceed Three Hundred Thirteen Thousand Eighty Dollars and Five Cents (\$313,080.05).

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

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

2.4. Prompt Payment From Local City To Consultant. The City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Consultant on a professional service contract. If the City fails to pay promptly, the City shall pay interest to the Consultant, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the City shall act in accordance with both of the following:

- (a) The City shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (b) The City must return any payment request deemed improper by the

City to the Consultant as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

2.5. Prompt Payment Certification. For projects awarded on or after September 1, 2023: the Consultant must now submit Exhibit 9-P (pursuant to Article XXXI) to the City administering the contract by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The City must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The City must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from the City.

2.6. Prompt Payment of Withheld Funds to Subconsultants. The City may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to Consultant based on these acceptances. The City shall designate that no retainage will be held by the City from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the City’s prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

2.7. Retention of Records, Audits and Audit Review Procedure.

- (a) For the purpose of determining compliance with Gov. Code § 8546.7, the Consultant, Subconsultants, and City shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the Consultant’s Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. City, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant, Subconsultants, and the Consultant’s Independent CPA, that are pertinent to the Agreement for

audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

- (b) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by City's Chief Financial Officer.
- (c) Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- (d) Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- (e) Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by City Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- (f) Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the City Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
  - (1) During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or

Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- (2) If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
  - (3) If the Consultant fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
  - (4) Consultant may submit to City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and, (3) IOAI has issued its final ICR review letter. The Consultant must submit its final invoice to City no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will

apply to this Agreement and all other agreements executed between City and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement and completion of work shall be no later than November 18, 2027. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth on page 12 in Exhibit "B," attached hereto and incorporated herein. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of thirty-six (36) months, ending on May 5, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one (1) year period upon mutual written agreement of both parties.

4.2. This AGREEMENT may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

4.3. City may temporarily suspend this Agreement, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt

requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.

4.4. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

4.5. In the event of termination, Consultant shall be compensated as provided for in this Agreement. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

## **5.0. INSURANCE**

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

5.6. Excess Coverage. To the extent that Contractor maintains any insurance coverage(s) in amounts or types which are not expressly called out in this Agreement, such additional coverage(s) shall be deemed to be required by this Agreement.

5.7. Federal Insurance Requirements. If required by Article XIX, Consultant shall maintain insurance in accordance with those requirements.

## 6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Debarment and Suspension Certification: Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000.

- (a) By signing this agreement, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations as stated in Exhibit "U," Debarment and Suspension Certification and Exhibit "AD," Exhibit 10-O2 Consultant Contract DBE Commitment, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549..
- (b) By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
- (c) Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award but will be

considered in determining responsibility. Disclosures must indicate party to whom the exceptions apply, the initiating agency, and the dates of agency action.

- (d) Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

6.5. Additional Contract Provisions – Federal. Contractor shall comply with all of the terms and conditions of Exhibit “E,” Article XXXII Title VI Assurances, Appendix A, which is attached hereto and incorporated herein by this reference as though set forth in full. Contractor shall execute and be bound by the provisions of Exhibit “F,” Article XXXII Title VI Assurances, Appendix B, Clauses for Deeds Transferring United States Property ; Exhibit “G,” Article XXXII Title VI Assurances, Appendix C, Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program; Exhibit “H,” Article XXXII Title VI Assurances, Appendix D, Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility, or Program; Exhibit “I,” Article XXXII Title VI Assurances, Appendix E; Exhibit “J,” Article III, Statement of Work; Exhibit “K,” Article IV, Performance Period; Exhibit “L,” Article V, Allowable Costs and Payments; Exhibit “M,” Article VII, Cost Principle and Administrative Requirements; Exhibit “N,” Article X, Subcontracting; Exhibit “O,” Article XI, Equipment Purchase and Other Capital Expenditures; Exhibit “P,” Article XII, State Prevailing Wage Rates; Exhibit “Q,” Article XIII, Conflict of Interest; Exhibit “R,” Article XIV, Rebates, Kickbacks or Other Unlawful Consideration; Exhibit “S,” Article XV, Prohibition of Expending City, State, or Federal Funds for Lobbying; Exhibit “T,” Article XVI, Non-Discrimination Clause And Statement Of Compliance; Exhibit “U,” Article XVII, Debarment and Suspension Certification; Exhibit “V,” Article XVIII, Disadvantaged Business Enterprises (DBE) Participation; Exhibit “W,” Article XX, Funding Requirements; Exhibit “X,” Article XXI, Change In Terms; Exhibit “Y,” Article XXIII, Disputes; Exhibit “Z,” Article XXIV, Inspection of Work; Exhibit “AA,” Article XXV, Safety; Exhibit “AB,” Article XXXI, Prompt Payment; and Exhibit “AC,” Article XXXIV, Contract.

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

IF TO CONSULTANT:

Onward Engineering  
300 S. Harbor Blvd., Suite 814  
Suite 700  
Anaheim, CA 92805

Tel: (714) 533-3050  
Attn: Muhammad Ataya, M.A.

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

Tel: (714) 754-5275  
Attn: Brett Atencio Thomas

Courtesy copy to:

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

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

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

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

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

6.11. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful

misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

In addition, Consultant must also comply with Article XXVII Claims Filed by City's Construction Contractor as follows:

- (a) If claims are filed by City's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- (b) Consultant's personnel that City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this Agreement.
- (c) Services of Consultant's personnel in connection with City's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

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

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

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

6.14. Ownership/Confidentiality of Data/Documents.

- (a) It is mutually agreed that all materials prepared by Consultant under this Agreement shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Agreement which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.
- (b) Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- (c) Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- (d) Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- (e) City may permit copyrighting reports or other agreement products. If copyrights are permitted; the Agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- (f) All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.
- (g) Permission to disclose information on one occasion, or public hearing held by City relating to the Agreement, shall not authorize

Consultant to further disclose such information, or disseminate the same on any other occasion.

- (h) Consultant shall not comment publicly to the press or any other media regarding the Agreement or City's actions on the same, except to City's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
- (i) Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by City, and receipt of City's written permission.
- (j) Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000, *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

6.17. Rebates, Kickbacks or Other Unlawful Consideration. The Consultant warrants this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, i.e., a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement prices or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

6.18. Prohibition of Expending City, State, or Federal Funds for Lobbying.

- (a) The Consultant certifies, to the best of his or her knowledge and belief, that 1) No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this 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 Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) 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 form making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- (d) The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

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

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

6.21. National Labor Relations Board Certification. In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor

Relations Board.

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

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

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

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

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

6.27. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

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

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

[Signatures appear on following page.]

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

**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Muhammad Ataya, MPA, Operations Manager

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Brett Atencio Thomas  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Public Works Director

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_



# CITY OF COSTA MESA

77 Fair Drive  
Costa Mesa, CA 92626

## Agenda Report

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**File #:** 25-281

**Meeting Date:** 5/6/2025

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**TITLE:**

**PROPOSED BUSINESS IMPROVEMENT AREA (BIA) REAUTHORIZATION AND INTENTION TO LEVY AN ANNUAL ASSESSMENT**

**DEPARTMENT:** CITY MANAGER'S OFFICE

**PRESENTED BY:** ALMA REYES, DEPUTY CITY MANAGER

**CONTACT INFORMATION:** HADASSA JAKHER, ASSISTANT TO THE CITY MANAGER, (714) 754-4885

**RECOMMENDATION:**

Staff recommends the City Council:

1. Approve the 2024-2025 Annual Report for the Business Improvement Area (BIA) (Attachment 1).
2. Receive and file the audited financial report for Fiscal Years Ended June 30, 2024 and June 30, 2023 (Attachment 2).
3. Adopt the Resolution declaring the City's intention to levy an annual assessment for Fiscal Year 2024-25 for the Business Improvement Area covering certain Costa Mesa hotels and motels and setting the time and place for a Public Hearing on the proposed annual assessment (Attachment 3).

**BACKGROUND:**

The Parking and Business Improvement Area Law of 1989 (Streets and Highways Code §§ 36500, et seq.) enables cities to impose an assessment fee on businesses within an area designated by the City.

On July 5, 1995, the City Council adopted Ordinance No. 95-9 to establish a Business Improvement Area (BIA) for the purpose of assisting the hotel and motel industry in its promotion of tourism within the City. The City Council authorized the City Manager to enter into an agreement with the Costa Mesa Tourism and Promotion Council to develop and administer the BIA. In 2001, the Costa Mesa Conference & Visitor Bureau (CVB), now known as Travel Costa Mesa (TCM), became the administrator of the BIA. In accordance with Travel Costa Mesa bylaws, Travel Costa Mesa's Board of Directors is currently comprised of eleven (11) General Managers from the eleven (11) participating hotels and motels, one member of the City Council, and the City Manager's designee.

Since November 2010, the City levies a three percent (3%) special assessment on the eleven (11) participating hotels in the BIA based on the sale of overnight guestroom stays in the partner hotels (2,375 total available rooms). The levy is transmitted by the hotels to the City and ninety-nine percent (99%) of the assessment is remitted to TCM. The remaining one percent is retained by the City to offset administrative costs.

### **ANALYSIS:**

Currently, the number of properties included in the BIA assessment levy is limited to the eleven (11) hotels and motels that have expressed an interest in participating in the program, as detailed in the proposed Resolution of Intention (Attachment 3). Upon adoption of the Resolution of Intention, property owners of the participating hotels will be notified in writing within seven (7) days of the assessment renewal. Subsequently, the Resolution will be published in the Daily Pilot at least seven (7) days prior to the public hearing scheduled for June 3, 2025, at 7 p.m. City staff will also notify all the hotels and motels in the City not currently included in the BIA to allow them the opportunity to participate in the BIA.

Property owners will be provided an opportunity to voice their opinions on the annual assessment, and/or address any concerns regarding the BIA at the public hearing. The City Council will vote to adopt or deny the resolution levying an annual assessment for the upcoming fiscal year and make the ultimate decision as to the size of and the properties to be included in the BIA. Upon the approval of the annual assessment, the three percent (3%) assessment is collected along with the City's Transient Occupancy Tax (TOT). The hotels and motels included in the BIA are required to itemize the BIA levy as a separate assessment. The staff at Travel Costa Mesa manage the day-to-day activities and provide all services to administer the BIA.

Per the agreement between the City of Costa Mesa and Travel Costa Mesa and as required by Streets and Highways Code section 36533, Travel Costa Mesa is required to provide an annual report describing the programs and activities implemented during the previous fiscal year as well as the status of the programs and activities implemented during the current fiscal year (Attachment 1). The City Council may approve the report as filed or modify the report and approve it as modified. Once the City Council approves the report, it may adopt the resolution of intention to levy the annual assessment.

Further, in accordance with the agreement between the City and Travel Costa Mesa, the annual audit for Fiscal Years Ended June 30, 2023 and June 30, 2024 has been completed by Crowe LLP, an independent auditor, and paid for by assessment funds. The audit is intended to ensure that the assessment revenue is expended for public purposes as specified within the resolution and that no expenditures are made in a manner contrary to the agreement. The City Council is requested to receive and file the independent audit (Attachment 2).

### ***Highlights of the 2024-25 Fiscal Year***

Travel Costa Mesa continues its dedication to showcasing the City of Costa Mesa as the City of the Arts and further enhancing the City's brand as a premier destination in Orange County. Seasonal messaging included campaigns such as "We've Got Good Taste," and "Cation Time," and "Eatcation" campaigns. This translated into increased visitation, with travelers staying longer in Costa Mesa and shopping, dining, and recreating for a longer period within the City. Travel Costa Mesa generated 195

articles with 54 stories, providing robust media coverage with 95% positive sentiments. Travel Costa Mesa's social media and website also saw increases - Instagram follower counts were up 34%, TikTok 67%, and LinkedIn 21%. Total engagement statistics increased by 5,000% across all platforms. Total website users increased by 41% from the prior year. Similarly, hotel partners saw successes in the 2024-25 Fiscal Year. Transient occupancy increased by 1.7%, and room revenue growth rose slightly to 0.3%.

**ALTERNATIVES:**

City Council may choose to deny the resolution of intention, which will prevent the public hearing from taking place to consider levying an annual assessment for the upcoming fiscal year.

**FISCAL REVIEW:**

According to the audit report, Travel Costa Mesa's cash equity as of June 30, 2024 totaled \$3,131,781. Based on the 2024-25 annual report, Travel Costa Mesa is forecasting \$3.2 million in revenues for the current fiscal year. As of February 2025, BIA funds have recorded \$2.2 million in revenues.

The City receives one percent (1%) of the BIA revenue/assessment as partial reimbursement for its collection and administrative costs. The one percent (1%) allocated to the City for reimbursement is estimated at \$30,000 for the 2024-25 fiscal year. The primary expenses in the 2024-25 fiscal year were:

- 58% on Marketing Expenses
- 26% on Employee Expenses
- 9% on Administrative Expenses
- 7% on Sales-Related Expenses

Since 2014, Travel Costa Mesa has also provided "Community Events Programming" funding to the City, based under a Professional Services Agreement (PSA). This \$164,000 fund supports community-wide marketing and community events that attract visitors to Costa Mesa. Due to the COVID-19 pandemic restrictions on large gatherings, the "Community Events Programming" funds were not available to the City during Fiscal Years 2020-21, 2021-22, and 2022-23. However, Travel Costa Mesa reinstated the funding in Fiscal Year 2023-24.

At the April 8<sup>th</sup> Annual Board Meeting, the Travel Costa Mesa Board of Directors voted to discontinue this funding for the City, beginning on July 1, 2025 for Fiscal Year 2025-26. A letter notifying the City of this change is attached (Attachment 4). The one percent revenue/assessment is still in effect.

The discontinued funds had previously supported various community events, the following which will now be absorbed fully by the General Fund:

***Previously fully funded by the “Community Events Programing” Fund:***

- Snoopy House
- ICSC Trade Show

***Previously partially funded by the “Community Events Programing” Fund:***

- ArtVenture
- Concerts in the Park
- Various City promotional materials

**LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the City Council’s continuous efforts to promote the City of Costa Mesa for its rich and vibrant community that offers many attractions for residents, visitors, and businesses.

**CONCLUSION:**

Adoption of the resolution of intent is the initial step in the reauthorization of the BIA assessment. State law mandates the specific procedure to be followed in the establishment of such an area. Staff will make a presentation to the City Council on the implementation of the BIA assessment at the public hearing on June 3, 2025; however, the City Council must approve the annual report and the proposed resolution of intention before the hearing can be scheduled to consider the levying of an annual assessment.

Therefore, staff recommends the City Council:

1. Approve the 2024-25 Annual Report for the Business Improvement Area (BIA) (Attachment 1).
2. Receive and file audited financial report for Fiscal Years Ended June 30, 2024 and June 30, 2023 (Attachment 2).
3. Adopt Resolution 2025-xx, declaring the City’s intention to levy an annual assessment for Fiscal Year 2024-25 for Business Improvement Area covering certain Costa Mesa hotels and motels and setting the time and place for a public hearing on the proposal (Attachment 3).



**TRAVEL  
COSTA  
MESA**

# 2024-2025 ANNUAL REPORT





**TRAVEL  
COSTA  
MESA**

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# PRESIDENT'S MESSAGE



Transient room night stays increased for both the weekday and weekend segments for calendar year 2024 for Costa Mesa. Both the transient and group segments have exceeded the results from 2019. The overall revenue per available room saw a modest uptick compared to 2023.

Business travel within the United States grew more than 5% in 2024 compared to the year prior, according to Tourism Economics. Corporate travel is gaining momentum as trade-shows, in-person meetings, and employee connections are expected to increase travel spending this year. Occupancy in the United States remained flat year over year, and average daily rate increased 1.7%.

Visitor spending reached a record high for California, totaling \$156 billion. The state of California's results for overall hotel occupancy for 2024 are relatedly flat year-over-year, with the average daily rate slightly decreasing year-over-year by 0.9%. Group room nights increased approximately 1% compared to the prior year.

Navigating tools that monitor, analyze, and provide targeted insights for destination strategy, marketing, and sales have allowed TCM to measure results from marketing and sales efforts efficiently. A survey conducted this fiscal year for TCM aimed to understand current audience segments and potential new ones, including travel motivations, behaviors, and preferences, to refine future market strategies.

Key campaigns throughout the year included "We've Got Good Taste," which highlights summer activities supported by a new video and photoshoot for display ads, connected TV and social outreach. The fall and winter "Cation" campaign targeted shopping, good vibes, and savory Eatcation® themes from September through December. Notable performance measures of the campaigns include growth in overnight stays as well as a longer length of stay compared to the previous year.

Video content remains a top priority as social media videos continues to dominate. Ninety percent of consumers, regardless of age, use social media more than television to follow trends and cultural moments. The continued supremacy of social media videos emphasizes the importance of making video content a central focus.

Tourism wields a remarkable influence, breathing life into a city's economy and sparking transformative change. It brings job opportunities in different areas, like hospitality and retail, while helping local businesses thrive by boosting the demand for their products and services.

Tourism Economics was hired to evaluate our industry's progress this fiscal year. In 2023, tourism contributed a total economic impact of \$1.1 billion to the city of Costa Mesa. Visitors spent an impressive \$883 million, marking a 10% increase over 2019. The results are remarkable as Travel Costa Mesa (TCM) continues to enhance brand awareness and reach among guests visiting the City of the Arts®.



A combined spring and summer ad campaign will launch in the second half of this fiscal year and continue through the first quarter of the new fiscal year. “Endless Sensations to Immerse Yourself In” will capture the sights, smells, and tastes when visiting the City of the Arts®.

In June, TCM will participate again in IPW, the premier international marketplace for the U.S. Travel Association, which will be held in Chicago. Participants engage in focused, in-person meetings organized through a structured appointment system, fostering meaningful connections and promoting collaborative opportunities within the industry.

Targeted group experiences are crucial; impactful content and venue selection are key for hotels to set the desired vibe and grow interest in attendance. TCM will harness both established and new relationships with meeting professionals to highlight our city’s unique offerings and vibrant amenities, showcasing it in a way that stands out against competing cities. By emphasizing our stunning venues, rich culture, and exceptional hospitality, we aim to present our city as the premier destination for events and gatherings. Attendance at tradeshow and events will be a cornerstone of establishing these planner relationships.

As we look ahead, the strategic initiatives of TCM and the ongoing growth of tourism will play a crucial role in shaping the future of our city. By prioritizing effective marketing strategies and

enhancing visitor experiences, we aim to attract more visitors and enhance Costa Mesa’s reputation as a top destination. With the continued support of our local businesses and community partners, we are dedicated to highlighting the City of the Arts® unique charm and fostering sustainable growth. Together, we can further enhance the positive impact of tourism, ensuring that Costa Mesa remains a favored choice for visitors.



IN 1995, TRAVEL COSTA MESA WAS THE SECOND TOURISM ORGANIZATION FORMED AS A NONPROFIT CORPORATION TO MARKET THE CITY OF COSTA MESA AS A DESIRABLE, LEISURE OVERNIGHT DESTINATION IN ORANGE COUNTY.

Paulette Lombardi-Fries  
PRESIDENT, TRAVEL COSTA MESA



## MISSION STATEMENT

Travel Costa Mesa enhances and promotes the destination brand experience, further increasing visitor spending for industry and community economic viability, sustainability, and quality of life.



## VISION STATEMENT

TCM is the engaged destination marketing leader, supporting and selling the city’s distinct visitor brand experiences and advocating community tourism benefits.



## KEY OBJECTIVE

Increase brand awareness for the city of Costa Mesa as a desirable, overnight, leisure Orange County destination.



## SALES OBJECTIVE

Increase brand awareness and new group room nights for the city of Costa Mesa – to make it the preferred Orange County destination ideal for small to midsize business that increases the economic benefits throughout the city.



# FUNDING SOURCE

## Business Improvement Assessment (BIA)

Travel Costa Mesa is fully funded through the Business Improvement Assessment (BIA), which is collected by the 11 Costa Mesa partner hotels listed in this annual report. Each hotel collects a 3% levy from overnight guests (2,375 total available rooms). All of the Transient Occupancy Tax (TOT) collected by the City of Costa Mesa is directed to its general fund.

Business owners within the BIA program must submit their assessments to the Costa Mesa City Finance Department monthly. New hotels and motels interested in participating in the BIA should contact both the City of Costa Mesa and TCM. This is a voluntary program for hotel partners.

## Fiscal Year 2024-2025 Forecast

For the current fiscal year, TCM is forecasting BIA revenue to reach \$3.2M. As of February 2025, BIA funds have accumulated to \$2.2M. TCM's conservative budgeting reflects the leisure market trend stabilizing as well as two hotel partners' plans to renovate have been postponed.

## Allocation of Overages in BIA

Any overage in the BIA that TCM receives is directed into TCM's board-approved reserve policy, which will maintain at least six months of operating costs. This ensures that surplus funds are prudently managed and can be utilized for future programming, unforeseen expenses, or strategic initiatives that benefit the organization.



## BIA REVENUE (PAST FOUR FISCAL YEARS)



# PRIMARY EXPENSES

(FY 2024-25 PROJECTIONS)



Out of reserves, \$476K is being used for hotel marketing funds and \$164K for city sponsorships.



# LODGING & TCM HOTEL PARTNERS

LODGING + ADDRESS	BUSINESS OWNER	PROPERTY OWNER
<b>Avenue of the Arts Hotel Costa Mesa, A Tribute Portfolio Hotel</b> 3350 Avenue of the Arts Costa Mesa, CA 92626	Rosanna Inc. 3350 Avenue of the Arts Costa Mesa, CA 92626	Rosanna Inc. 3350 Avenue of the Arts Costa Mesa, CA 92626
<b>Ayres Hotel Costa Mesa</b> 325 Bristol St. Costa Mesa, CA 92626	Newport Country Inn & Suites, Inc. 355 Bristol St., Suite A Costa Mesa, CA 92626	Newport Country Inn & Suites, Inc. 355 Bristol St., Suite A Costa Mesa, CA 92626
<b>Best Western Plus Newport Mesa Inn</b> 2642 Newport Blvd. Costa Mesa, CA 92627	James Hsuen & Shang-Pu Lee 2642 Newport Blvd. Costa Mesa, CA 92627	James Hsuen & Shang-Pu Lee 2642 Newport Blvd. Costa Mesa, CA 92627
<b>Crown Plaza</b> 3131 Bristol St. Costa Mesa, CA 92626	Bright Bristol Street, LLC 3131 Bristol St. Costa Mesa, CA 92626	Bright Bristol Street, LLC 3131 Bristol St. Costa Mesa, CA 92626
<b>Hilton Orange County/Costa Mesa</b> 3050 Bristol St. Costa Mesa, CA 92626	Ashford TRS CM LLC 14185 Dallas Pkwy, Ste. 1100 Dallas, TX 75254	Remington Lodging & Hospitality LP 14185 Dallas Pkwy., Ste. 1100 Dallas, TX 75254
<b>Hampton by Hilton Costa Mesa Newport Beach</b> 2070 Newport Blvd. Costa Mesa, CA 92627	Narendra B. Patel 2070 Newport Blvd. Costa Mesa, CA 92627	Narendra B. Patel 2070 Newport Blvd. Costa Mesa, CA 92627
<b>Costa Mesa Marriott</b> 500 Anton Blvd. Costa Mesa, CA 92626	Starwood Capital Group 591 West Putnam Ave. Greenwich, CT 06830	HEI Hotels & Resorts 101 Merritt 7 Corporate Park, 1st Fl. Norwalk, CT 06851
<b>OC Hotel Costa Mesa</b> 2430 Newport Blvd. Costa Mesa, CA 92627	SAI KSP INC. 11556 Manchester Way Porter Ranch, CA 91326	Sanjay Panchal 11556 Manchester Way Porter Ranch, CA 91326
<b>Ramada by Wyndham Costa Mesa/Newport Beach</b> 1680 Superior Ave. Costa Mesa, CA 92627	B.D. Inn Inc./Ramada Ltd. 1680 Superior Ave. Costa Mesa, CA 92627	B.D. Inn Inc./Ramada Ltd. 1680 Superior Ave. Costa Mesa, CA 92627
<b>Residence Inn by Marriott Costa Mesa Newport Beach</b> 881 Baker St. Costa Mesa, CA 92626	Marriott International 10400 Fernwood Rd. Bethesda, MD 20817	Legacy Strata 11301 W. Olympic Blvd. #121-467 West Los Angeles, CA 90064
<b>The Westin South Coast Plaza</b> 686 Anton Blvd. Costa Mesa, CA 92626	Host Hotels & Resorts 6903 Rockledge Dr., Ste. 1500 Bethesda, MD 20817	Secor Properties 3315 Fairview Rd. Costa Mesa, CA 92626

## Hotel Partner Results

Transient occupancy for TCM hotel partners increased by 1.7% in calendar year 2024 compared to 2023. Compared to the 2019 benchmark, transient occupancy grew 1.9%. Room revenue growth rose slightly to 0.3% in 2024 compared to 2023. Increase in average daily rate grew 1% year over year. Key metrics reflect the following:



TCM PARTNERS  
OCCUPANCY



TCM PARTNERS  
AVERAGE DAILY RATE (ADR)



In 2024, Orange County hotels (71.6% occupancy, \$208.21 ADR) outperformed hotels in California (67% occupancy, \$188.52 ADR) and the U.S. (63% occupancy, \$158.67 ADR)

Source: Visit California & STR

## Orange County New Hotels, Renovations & Special Projects

In 2025, a new La Quinta Inns & Suites is set to open in the Orange County Northwest/Fullerton submarket, while construction has already begun on the 144-room Wyndham Grand Bolsa Row Hotel in Westminster.

Irvine's SpringHill Suites and Residence Inn Costa Mesa Newport Beach are both undergoing renovations in 2025, and the Sonesta Simply Suites in Santa Ana is also scheduled for an upgrade. OCVIBE is a 100-acre, master-planned mixed-use community/live entertainment project in Anaheim and construction is underway. It will be a modern urban village built around sports and entertainment.

Moving forward into upcoming years, final planning and proposed new hotel pipelines are more active. Several large hotels in the final planning phases are in the Disneyland submarket. These include a 500-room Nickelodeon-themed hotel and resort, a 400-room Le Meridien, and a 371-room Kimpton Garden Grove Anaheim. More hotel development could occur as Disneyland Forward plans continue.



# U.S. TRAVEL ASSOCIATION

The U.S. Travel Association is a national non-profit organization representing all travel industry sectors. As the industry's unified voice, it focuses on the key issues that matter most to its members. Opportunities and challenges in the industry are identified, along with strategies to establish travel as essential for driving economic growth. As a member of this organization, TCM has access to reporting tools, educational opportunities, networking events, and other travel-related resources.

At the forefront, U.S. Travel's long-term goals remain the same: establishing travel as essential and responsible; improving the travel experience;

providing members with opportunities to learn, connect, and shape business; and being the best-in-class trade association. For 2025, priorities include creating a collaborative relationship with the new administration and Congressional leaders, empowering the industry to communicate a compelling message, and increasing engagement amongst members.



## MISSION

*Increase travel to and within the United States, and in doing so, fuel our nation's economy and future growth*

## Forecasts

In 2024, total number of trips reached 2019 levels. The total number of trips in 2025 is expected to increase by 2.6% compared to 2024 as indicated by U.S. Travel Association's winter travel forecast. Business travel is forecasted to increase 4% while leisure is expected to increase 2%.

Corporate travel is gaining momentum as tradeshows, in-person meetings, and employee connections are expected to increase travel spending this year.

However, business travel is expected to take another year to recover to 2019 levels.

## U.S. Travel Forecasts

VOLUME	ACTUAL					FORECASTS				
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
<b>Total # of Trips</b>	<b>2.40 B</b>	<b>1.60 B</b>	<b>2.04 B</b>	<b>2.30 B</b>	<b>2.37 B</b>	<b>2.43 B</b>	<b>2.50 B</b>	<b>2.56 B</b>	<b>2.62 B</b>	<b>2.68 B</b>
<b>Domestic Person-Trips</b>	<b>2.32 B</b>	<b>1.58 B</b>	<b>2.02 B</b>	<b>2.25 B</b>	<b>2.31 B</b>	<b>2.36 B</b>	<b>2.42 B</b>	<b>2.47 B</b>	<b>2.53 B</b>	<b>2.58 B</b>
Leisure	1.85 B	1.40 B	1.77 B	1.88 B	1.89 B	1.92 B	196 B	2.01 B	2.05 B	2.09 B
Business	463.9 M	181.3 M	249.5 M	370.9 M	413.1 M	436.0 M	454.5 M	467.4 M	478.7 M	488.3 M
Auto	2.13 B	1.50 B	1.88 B	2.08 B	2.12 B	2.16 B	2.21 B	2.26 B	2.31 B	2.36 B
Air	188.9 M	78.6 M	140.4 M	174.6 M	190.7 M	200.2 M	205.8 M	210.6 M	215.1 M	219.2 M
<b>International Arrivals</b>	<b>79.4 M</b>	<b>19.2 M</b>	<b>22.1 M</b>	<b>50.8 M</b>	<b>66.5 M</b>	<b>72.4 M</b>	<b>78.8 M</b>	<b>85.8 M</b>	<b>91.2 M</b>	<b>95.0 M</b>
Canada	20.7 M	4.8 M	2.5 M	14.4 M	20.5 M	20.4 M	21.5 M	22.8 M	24.0M	24.8 M
Mexico	18.3 M	6.8 M	10.4 M	12.4 M	14.5 M	17.1 M	18.6 M	20.3 M	21.2 M	21.7 M
Overseas	40.4 M	7.6 M	9.2 M	24.0 M	31.5 M	35.0 M	38.6 M	42.8 M	46.0 M	48.5 M

VOLUME (YOY % CHANGE)						FORECASTS				
	2020	2021	2022	2023	2024	2025	2026	2027	2028	
<b>Total # of Trips</b>	<b>33.2%</b>	<b>27.6%</b>	<b>12.7%</b>	<b>3.1%</b>	<b>2.4%</b>	<b>2.6%</b>	<b>2.4%</b>	<b>2.2%</b>	<b>2.2%</b>	
<b>Domestic Person-Trips</b>	<b>-31.8%</b>	<b>27.8%</b>	<b>11.4%</b>	<b>2.5%</b>	<b>2.2%</b>	<b>2.4%</b>	<b>2.3%</b>	<b>2.1%</b>	<b>2.1%</b>	
Leisure	-24.5%	26.5%	6.2%	0.7%	1.5%	2.0%	2.2%	2.2%	2.1%	
Business	-60.9%	37.6%	48.6%	11.4%	5.5%	4.2%	2.8%	2.4%	2.0%	
Auto	-29.4%	25.1%	10.5%	1.9%	2.0%	2.4%	2.3%	2.3%	2.1%	
Air	-58.4%	78.6%	24.3%	9.2%	5.0%	2.8%	2.3%	2.1%	1.9%	
<b>International Arrivals</b>	<b>-75.8%</b>	<b>15.0%</b>	<b>129.7%</b>	<b>30.9%</b>	<b>8.9%</b>	<b>8.8%</b>	<b>8.9%</b>	<b>6.3%</b>	<b>4.1%</b>	
Canada	-76.8%	-47.4%	468.7%	42.6%	-0.6%	5.6%	5.7%	5.5%	3.3%	
Mexico	-62.9%	52.7%	19.6%	16.6%	-17.7%	9.1%	8.8%	4.7%	2.4%	
Overseas	-81.2%	20.8%	161.1%	31.4%	11.2%	10.5%	10.7%	7.5%	5.4%	



In 2025, overall travel-related spending is expected to increase by nearly 4% compared to 2024, with leisure travel spending anticipated to remain similar, also increasing by approximately 4%.



SPENDING	ACTUAL					FORECASTS				
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
<b>Total Travel Spending</b>	<b>\$1.402 T</b>	<b>\$0.864 T</b>	<b>\$1.087 T</b>	<b>\$1.087 T</b>	<b>\$1,274 T</b>	<b>\$1,301 T</b>	<b>\$1,351 T</b>	<b>\$1,399 T</b>	<b>\$1,434 T</b>	<b>\$1,461 T</b>
<b>Leisure</b>	<b>\$1.037 T</b>	<b>\$0.743 T</b>	<b>\$0.937 T</b>	<b>\$0.937 T</b>	<b>\$0.982 T</b>	<b>\$0.987 T</b>	<b>\$1.036 T</b>	<b>\$1.074 T</b>	<b>\$1.102 T</b>	<b>\$1.123 T</b>
<b>Business</b>	<b>\$365.7 B</b>	<b>\$120.6 B</b>	<b>\$150.5 B</b>	<b>\$264.5 B</b>	<b>\$292.1 B</b>	<b>\$303.7 B</b>	<b>\$315.9 B</b>	<b>\$324.7 B</b>	<b>\$332.0 B</b>	<b>\$337.9 B</b>
<b>Domestic</b>	\$1.187 T	\$0.815 T	\$1.038 T	\$1.094 T	\$1.114 T	\$1.122 T	\$1.151 T	\$1.176 T	\$1.199 T	\$1.220 T
Leisure	\$864.3 B	\$703.8 B	\$896.0 B	\$851.5 B	\$852.8 B	\$851.6 B	\$870.3 B	\$888.4 B	\$905.3 B	\$920.7 B
Business	\$322.2 B	\$111.1 B	\$142.2 B	\$242.6 B	\$261.4 B	\$270.4 B	\$260.4 B	\$287.8 B	\$294.0 B	\$299.3 B
Transient	\$187.1 B	\$75.4 B	\$98.0 B	\$147.7 B	\$155.9 B	\$160.4 B	\$166.1 B	\$170.3 B	\$173.9 B	\$177.0 B
Group	\$135.1 B	\$35.8 B	\$44.1 B	\$94.9 B	\$105.5 B	\$110.0 B	\$114.3 B	\$117.5 B	\$120.2 B	\$122.3 B
<b>International*</b>	<b>\$215.9 B</b>	<b>\$48.9 B</b>	<b>\$49.2 B</b>	<b>\$121.4 B</b>	<b>\$160.1 B</b>	<b>\$178.5 B</b>	<b>\$200.8 B</b>	<b>\$222.7 B</b>	<b>\$234.9 B</b>	<b>\$240.8 B</b>
Leisure	\$172.4 B	\$39.4 B	\$40.9 B	\$99.5 B	\$129.4 B	\$145.3 B	\$165.3 B	\$185.9 B	\$197.0 B	\$202.3 B
Business	\$43.5 B	\$9.5 B	\$8.3 B	\$21.9 B	\$30.7 B	\$33.3 B	-\$35.5 B	\$36.9 B	\$37.9 B	\$38.6 B
Transient	\$26.1 B	\$6.0 B	\$5.5 B	\$15.3 B	\$19.5 B	\$20.4 B	\$21.7 B	\$22.4 B	\$23.1 B	\$23.4 B
Group	\$17.3 B	\$3.5 B	\$2.8 B	\$6.6 B	\$11.2 B	\$12.8 B	\$13.8 B	\$14.4 B	\$14.8 B	\$15.1 B

SPENDING YOY % CHANGE	ACTUAL				FORECASTS				
	2020	2021	2022	2023	2024	2025	2026	2027	2028
<b>Total Travel Spending</b>	<b>-38.4%</b>	<b>25.9%</b>	<b>11.8%</b>	<b>4.8%</b>	<b>2.1%</b>	<b>3.9%</b>	<b>3.5%</b>	<b>2.5%</b>	<b>1.9%</b>
<b>Leisure</b>	<b>-28.3%</b>	<b>-26.1%</b>	<b>1.9%</b>	<b>3.3%</b>	<b>1.5%</b>	<b>3.9%</b>	<b>3.7%</b>	<b>2.6%</b>	<b>1.9%</b>
<b>Business</b>	<b>-67.0%</b>	<b>24.8%</b>	<b>75.8%</b>	<b>10.5%</b>	<b>4.0%</b>	<b>4.0%</b>	<b>2.8%</b>	<b>2.2%</b>	<b>1.8%</b>
<b>Domestic</b>	<b>-31.3%</b>	<b>27.4%</b>	<b>5.4%</b>	<b>1.8%</b>	<b>0.7%</b>	<b>2.6%</b>	<b>2.2%</b>	<b>2.0%</b>	<b>1.7%</b>
Leisure	-18.6%	27.3%	-5.0%	1.8%	0.7%	2.6%	2.2%	2.0%	1.7%
Business	-65.5%	27.9%	70.7%	7.7%	3.5%	3.7%	2.7%	2.2%	1.8%
Transient	-59.7%	30.1%	50.6%	5.6%	2.9%	3.5%	2.9%	2.1%	1.8%
Group	-73.5%	-23.4%	115.1%	11.2%	4.3%	3.9%	2.8%	2.3%	1.9%
<b>International*</b>	<b>-77.3%</b>	<b>0.6%</b>	<b>148.7%</b>	<b>31.8%</b>	<b>11.5%</b>	<b>12.5%</b>	<b>10.9%</b>	<b>5.5%</b>	<b>2.5%</b>
Leisure	-71.1%	3.7%	143.4%	30.0%	12.3%	13.8%	12.4%	6.0%	2.7%
Business	-78.2%	-12.4%	163.2%	40.4%	8.2%	6.7%	3.8%	2.9%	1.6%
Transient	-77.1%	-8.6%	179.0%	27.8%	4.5%	6.3%	3.4%	2.8%	1.5%
Group	-79.8%	-18.8%	132.9%	69.5%	14.6%	7.5%	4.3%	3.1%	1.7%

\*Spending dated is cited in "real" 2023 \$, adjustments based on Travel Price Index.  
Sources: Tourism Economics and U.S. Travel Association.



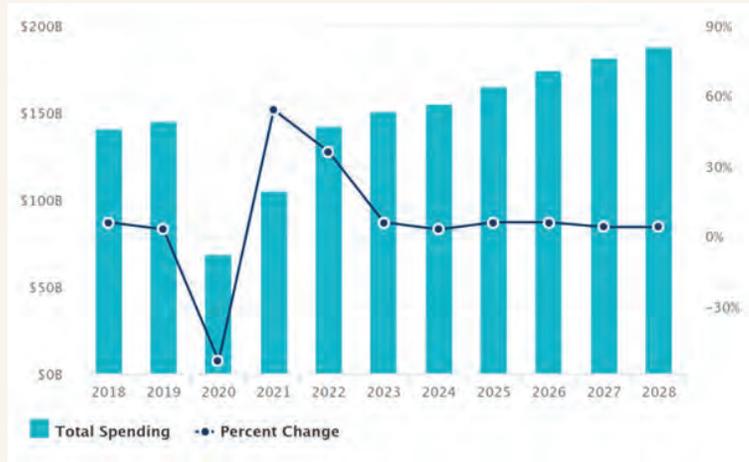
# VISIT CALIFORNIA

As the Golden State enters 2025, total domestic visitor spending is forecasted to grow by 3% compared to 2024. Total visitor spending for 2024 is expected to grow more than 3% to \$156B compared to the prior year. Domestic spending for 2024 is expected to be at just under \$130B, similar to 2023. As the demand for leisure travel stabilizes for the state, outbound travel is predicted to increase in 2024 and in 2025.

Overall visitation to California is expected to reach 2019 levels in 2026. Visitation to the state is forecasted to increase to just over 270M in 2024, which is a 2% increase compared to the prior year. International travel spending is expected to recover in 2025 as well as spending.

Key international markets for California include Canada, Mexico, India, and Australia. The Chinese are projected to spend \$2.5 billion in 2024, reaching 94% of their spending levels from 2019, making this market one of the most significant overseas.

## TOTAL ANNUAL TRAVEL SPENDING & VISITATION



Source: Tourism Economics, Feb 2025



## California Airports

California airport throughput (the number of passengers screened under expedited and standard screenings) grew 3.5% to 112.8 million in 2024 compared to 2023. Passenger traffic from domestic flights was down 1%, with international visitation growing 9% year-over-year.

Airports include:

- Los Angeles (LAX)
- Burbank (BUR)
- Long Beach (LGB)
- Oakland (OAK)
- Ontario (ONT)
- Orange County (SNA)
- Sacramento (SMF)
- San Diego (SAN)
- San Francisco (SFO)
- San Jose (SJC)



Airports with the largest percentage of growth include Los Angeles, San Francisco, San Diego, Sacramento and Ontario.

John Wayne Airport, Orange County (SNA) experienced a decrease in overall total passengers in 2024 compared to 2023. Total passengers decreased 5.6% to 11M in 2024 compared to 11.7M the previous year.



**2024**  
**California Airport**  
**Throughput**  
**112.8 million**  
 +3.5% YOY





# TOURISM ECONOMICS



Travel Costa Mesa commissioned Tourism Economics in Fiscal Year 2024-2025 to conduct a study on the impacts of tourism, specifically in Costa Mesa. This report presents the key findings for 2023 compared to the previous four years. The organization can highlight the travel sector's critical role by monitoring the industry's success and the effects of visitor spending.



**\$883M**  
VISITOR SPENDING



**\$1.1B**  
TOTAL  
ECONOMIC IMPACT



**8,421**  
TOTAL JOBS



**\$50.2M**  
STATE AND LOCAL  
TAXES



A visitor is defined as those who stayed overnight or traveled 50+ miles to Costa Mesa.

In 2023, visitors spent \$883 million, resulting in a total economic impact of tourism of \$1.1 billion in Costa Mesa. More than 8,400 jobs and \$50M in state and local taxes were generated.

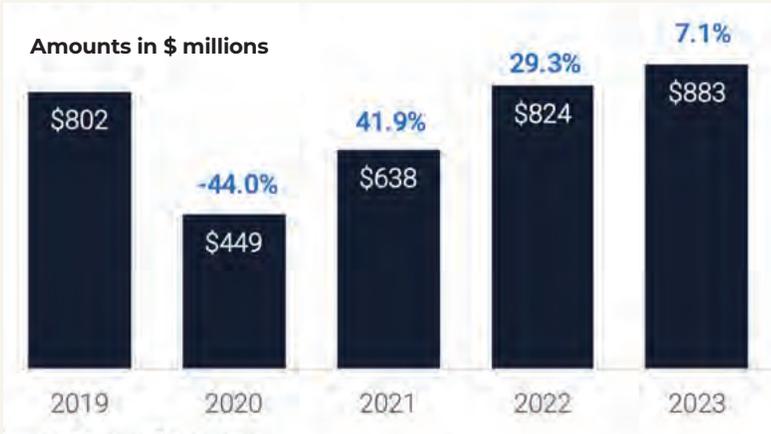
Visitors to Costa Mesa totaled 7.6M in 2023, a 5.9% increase from 2022. Overnight visitation grew 3.7% and day visitation grew more than 6% in 2023. Similar to California and the U.S., overall visitation to Costa Mesa hasn't reached 2019 levels.

Overall visitor spending in 2023 was \$883M, up more than 7% compared to the prior year, and surpassed 2019 revenue of \$802M.

Food and beverage visitor spending in 2023 reached \$307M, retail revenues reached \$270M, and lodging revenues were at \$180M. Recreation and entertainment revenue amounted to \$80M, while transportation revenue was \$46M. All segments of spending have recovered post-pandemic.



# COSTA MESA VISITOR SPENDING



## \$883 MILLION

Visitor Spending in 2023

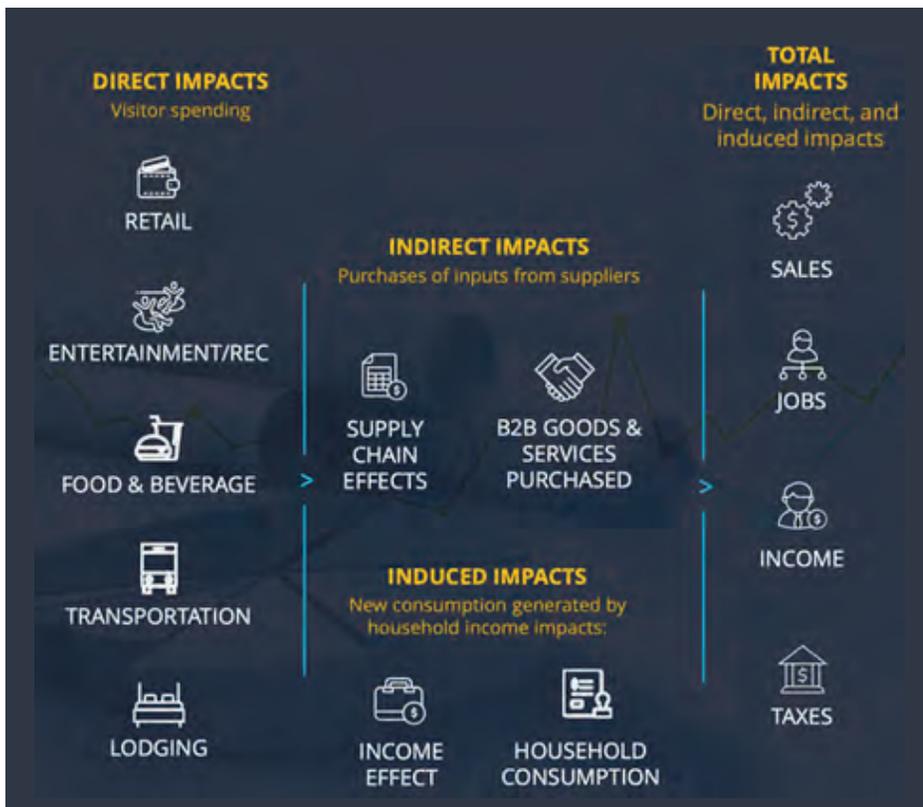


	2019	2020	2021	2022	2023	2023 Growth	2023 % of 2019
<b>Total visitor spending</b>	<b>\$801.7</b>	<b>\$449.3</b>	<b>\$637.7</b>	<b>\$824.4</b>	<b>\$883.2</b>	<b>7.1%</b>	<b>110.2%</b>
Food & beverage	\$267.7	\$165.7	\$233.3	\$287.3	\$307.1	6.9%	114.7%
Retail	\$260.6	\$148.3	\$203.3	\$252.9	\$270.0	6.8%	103.6%
Lodging*	\$162.6	\$73.2	\$109.8	\$165.1	\$179.7	8.8%	110.5%
Recreation	\$72.8	\$41.9	\$58.8	\$73.4	\$80.5	9.7%	110.5%
Transportation	\$38.1	\$20.1	\$32.5	\$45.7	\$46.0	0.6%	120.7%

2023 % change and % recovered relative to 2019

Lodging spending is calculated as an industry and includes short-term rentals and the value of second homes.

Source: Tourism Economics





Fiscal year 2024-25 was a remarkable one for Travel Costa Mesa, marked by significant growth in engagement, reach, awareness, and overall exposure for the city. These efforts translated into increased visitation, with travelers staying longer and contributing to a thriving hospitality industry and a stronger local economy. By strategically aligning marketing efforts with traveler behaviors and industry trends, TCM reinforced its position as a premier destination in Southern California, offering a dynamic mix of arts, culture, dining, and entertainment.

A key focus of the year's strategy was leveraging the power of storytelling to highlight Costa Mesa's unique offerings. TCM showcased the city's vibrant culinary scene, world-class shopping, and rich arts experiences through engaging digital content, influencer collaborations, and strategic PR outreach. Partnerships with local businesses, tourism stakeholders, and our state marketing organization helped amplify these efforts, creating authentic narratives resonating with first-time and repeat visitors. Additionally, a renewed emphasis on community outreach strengthened relationships with local businesses, ensuring alignment in promoting Costa Mesa as a welcoming and must-visit destination.

By integrating owned, earned, and paid media strategies, TCM ensured consistency in messaging while refining campaigns based on real-time performance insights. This comprehensive approach strengthened the city's presence among target audiences—such as active travelers, food enthusiasts, and high-income Millennial and Gen X visitors—and delivered measurable results that supported local businesses, hotels, and tourism partners.



### travelcostamesa.com

As the digital landscape continues to evolve, search engine optimization (SEO) and search engine marketing (SEM) remain essential in ensuring TCM reaches a highly qualified audience. By optimizing keywords and refining our paid search efforts, we enhance our website's visibility, ensuring Costa Mesa stands out in relevant travel-related searches. Targeted display advertising further amplifies brand awareness, driving engaged visitors to the site.

Through SEO, SEM, and ongoing adaptation to AI-driven search innovations, TCM continues to attract engaged visitors to our website—connecting them with compelling travel inspiration, local businesses, and resources to plan their stay. This strategic approach ensures Costa Mesa remains a top destination in a rapidly changing digital environment.

#### Key Initiatives in FY 2024-25

- Storytelling Content
- Cultivate Partnerships
- Focus on PR and Community Outreach
- Increase Fly Market Visitation

911k  
TOTAL  
USERS  
(+41% YOY)

1.1M  
ENGAGED  
SESSIONS  
(+37% YOY)

109k  
ORGANIC  
SEARCH  
(+13% YOY)

124k  
PAID  
SEARCH  
(+5% YOY)

*This report contains data from Feb. 2024 to Feb. 2025*



### Website Traffic Drivers

44.1%	Display Ads
13.17%	Referral
13.14%	Paid Search
9.66%	Organic Search
6.7%	Direct
5.6%	Paid Social
3.5%	Paid Other (SEM, Native, Tripadvisor, etc.)

### Top 10 Landing Page Rankings

1. Plan-your-visit
2. Whats-next Home Page
3. Home Page
4. Cationtime
5. Oc-fair-costa-mesa
6. We-ve-got-good-taste-drive
7. Stay/costa-mesa-hotels
8. Hotels-specials
9. We-ve-got-good-taste-fly
10. Eatcation®

### Top Website Visitors By State

California	34%
Texas	7%
Florida	3%
Arizona	3%
New York	2.9%

### By City

L.A.	11%
New York	2%
Dallas	2%
San Jose	2%
San Diego	1.9%

AUDIENCE:  
Traveler



MIA JOHNSON





# MARKETING

## We've Got Good Taste

TCM's "We've Got Good Taste" paid campaign was a dynamic, multi-channel marketing initiative that showcased the city's vibrant culinary, arts, and shopping scenes. Centered around the idea that Costa Mesa is a destination for those who appreciate quality experiences, the campaign leveraged compelling storytelling to engage high-value travelers in drive and key fly markets.

Additionally, a new Costa Mesa destination video debuted, capturing the city's essence through its renowned dining, entertainment, and shopping attractions. This video was the foundation for a robust digital strategy that included programmatic advertising, Connected TV (CTV) placements, targeted social media ads, and influencer collaborations.

By integrating engaging content across multiple platforms, "We've Got Good Taste" reached travelers at various stages of their journey—building awareness, inspiring trip planning, and ultimately driving visitation.

### Social

- 1.2M Impressions
- 0.98% CTR (0.90% benchmark)
- 982k Reach

### Programmatic

- 1.5M unique individuals reached
- 102k total visitors

### Visitation

- +1.3 day visitation over same time period in 2023
- +17.5% visitation from cities 500+ miles away over the same time period in 2023



## Visit California & Tripadvisor Co-op Campaign

As part of its ongoing efforts to expand awareness and drive economic impact, TCM partnered with Visit California and Tripadvisor on a strategic co-op campaign aimed at reaching high-intent travelers. Leveraging Tripadvisor's extensive audience data, the campaign targeted qualified consumers both onsite and across external digital platforms, ensuring Costa Mesa remained top of mind for travelers actively researching and planning their trips.

The campaign successfully attracted engaged visitors by combining targeted ad placements with Tripadvisor's robust travel insights, driving measurable results for the destination. The impact was significant, generating an impressive \$1.59 million in economic impact from users exposed to the campaign's advertisements. This collaboration strengthened Costa Mesa's presence among key traveler segments.

- 2.9M+ onsite TA impressions with 0.08% CTR
- 5.1M+ impression and 411k+ clicks from offsite ROVE ads with an impressive 7.99% CTR
- \$1.59M in economic impact



## 'Cation Time

TCM's "'Cation Time" campaign invited travelers to take a well-deserved get-away in Costa Mesa. Designed to inspire extended stays and increase visitation, the campaign leveraged a multi-platform approach to reach key fly and drive markets, positioning Costa Mesa as the ideal destination for a relaxing and experience-filled Southern California vacation.

"'Cation Time" delivered a cohesive and compelling message across multiple digital touchpoints, reaching travelers actively searching for their next trip. Digital Out of Home (DOOH) placements boldly captured travelers' attention on key roadside billboards and in major airports within Phoenix and Dallas. These high-impact visuals were reinforced with strategic programmatic advertising on leading Online Travel Agencies (OTAs) Priceline and Expedia, and targeted social media promotions.

To further enhance engagement, the campaign incorporated influencer and content creator partnerships, generating authentic storytelling that resonated with key target audiences.

- 24.6M Impressions
- 0.13% Post Impression Rate (0.10% benchmark)
- 3,417 Booked Room Nights

### Digital Out of Home

- Drove a 70% Visitation Lift
- Resulted in nearly 2k actual visits to Costa Mesa

### Visitation

- +2.8% overnight visitors YOY
- Half day increase to length of stay
- +5.4% visitation from cities 500+ miles away



## Tripadvisor Branded Hub

To further position Costa Mesa as a premier travel destination, TCM launched a dedicated Tripadvisor Branded Hub campaign, designed to inspire travelers with curated trip itineraries and targeted outreach. This campaign featured a custom Tripadvisor landing page showcasing three distinct Costa Mesa itineraries, offering tailored recommendations for visitors seeking culinary adventures, arts and culture, and shopping getaways.



### Onsite

- 1.6M Impressions
- 2,386 Clicks
- 0.15% CTR (0.10% benchmark)

### Offsite - Connect

- 1.3M Impressions
- 44K+ Clicks
- 1.80% CTR

### Offsite - ROVE

- 2.1M Impressions
- 87K Clicks
- 4.13% CTR

### Email

- 2.3M sends
- 40.20% Open Rate
- 0.92% CTR

# RESEARCH



## Visitor Insights and Location Tracking Data

Understanding traveler behavior is essential to measuring the impact of Travel Costa Mesa's marketing efforts. Through advanced location data tracking, TCM monitors visitor trends, providing valuable insights into where travelers are coming from, how long they stay, and how visitation patterns evolve.

This past year, the data revealed impressive YOY growth, highlighting the effectiveness of targeted marketing strategies:

- +3.9% in overnight visitors
- 2.9 day length of stay (+0.8%)
- +8.1% visitors from 500+ mile

These results reinforced the success of expanded fly-market outreach and demonstrated a positive shift toward more extended visits that drive more significant economic impact for the city.



## Understanding Our Audience

To better understand visitor motivations and preferences, TCM partnered with LOVE Communications to conduct a

comprehensive audience study. The research included quantitative and qualitative insights, helping shape future marketing strategies.

Key findings revealed that Costa Mesa's strongest visitor interests included beach close access, a walkable city, culinary experiences, and the county fair, all ranking above neutral on the interest scale. Additionally, the city attracts mainstream and off-the-beaten-path travelers, with 42% of respondents equally open to well-known and hidden-gem destinations.



Seasonal travel trends showed spring and summer as peak interest times, with July being the most popular self-reported month for a trip. The study also found that escaping everyday stress, creating memories, and spending time with loved ones were the primary motivations for choosing Costa Mesa.

Social proof plays a significant role in awareness, as friends and family (50%) and social media (36%) were the top ways people discovered Costa Mesa. Comparatively, San Diego, Laguna Beach, and Newport Beach were rated as top travel destinations, positioning

Costa Mesa as a desirable alternative with unique offerings.

Focus groups further reinforced that Costa Mesa is seen as a centrally located, affordable, and culturally rich destination, though transportation and walkability improvements could enhance its appeal. While OC visitors primarily view the city as a shopping and dining hub, there is potential to attract extended-stay travelers by emphasizing resort-like experiences and curated events.



## Audience Segments

### 1. The Luxury Traveler

- High-income individuals willing to pay for premium experiences
- Prefer upscale lodging and luxury travel options

### 2. The Cultural Experiences Traveler

- Enjoys trying new things and immersing in different cultures
- Spends more time planning trips to maximize cultural experiences

### 3. The Urban Budget Traveler

- Prefers urban destinations and well-known travel spots
- Budget-conscious, seeking affordable travel options

### 4. The Routinized Traveler

- Most frequent repeat travelers
- Favor structured plans but spend less time on trip planning
- Prefer familiar experiences over exploring new ones

*\*All audiences shared an interest in specific activities, with going to the beach and shopping being the most popular.*

# PUBLIC RELATIONS



## Earned Press Coverage

Travel Costa Mesa generated 195 articles with 54 unique stories. These stories covered food, attractions, hotel news, and seasonal events around Costa Mesa, with headlines like, “California’s best-kept cultural secrets” from *The Sacramento Bee* and “Must-sees in the Golden State” from Canadian *CTV News*. Media and journalists wrote about Costa Mesa very favorably, with 95% of the coverage having a positive sentiment.

Media coverage included television segments on both domestic and international stations. Coverage extended into Canada via broadcast television, radio, and digital media. Print media was included in the coverage, with stories like “Orange County Businesses Mobilize Relief Efforts for Wildfire Victims” from *Orange County Business Journal* appearing both digitally and in print. Stories such as “Southern California Road Trip” from *This is TASTE* were told via audio podcast.

**213**  
articles

**55**  
unique articles

**571,330,000**  
media impressions (est.)



## Familiarization (FAM) Trips

TCM hosted six FAMs with writers, freelancers, and other media to see and experience the city firsthand. Barry Choi, Canadian finance and travel expert, spoke about his stay in Costa Mesa in news segments in Calgary, Vancouver, and Windsor/Ontario in Canada. Rachel Belkin, a Texas-based writer and consultant, wrote several articles about her stay in Costa Mesa, resulting in coverage titled “15 Affordable Vacations to Treat Yourself After Treating Everyone Else” appearing on *MSN.com* and *ProbetaGlobe.com*.



## Influencer Event

Each year, Emily Kaufman, also known as The Travel Mom, curates an unforgettable weekend of fun, connection, and travel inspiration for journalists and sponsors at Beach Bash Weekend in Fort Lauderdale, Florida. The event features a packed itinerary filled with exciting activities, themed events, and engaging brand experiences.

TCM proudly sponsored a special morning activation during the weekend. The curated coffee experience featured a custom coffee cart that served lattes and cold brews from Costa Mesa’s beloved MoonGoat. This unique touch provided attendees with a refreshing and energizing start to the day while showcasing the vibrant, local flavors of Costa Mesa to influential journalists and travel personalities.



# PUBLIC RELATIONS

## Taking the Story to the Media

Travel Costa Mesa attended the annual International Media Marketplace (IMM) in New York. Through one-on-one appointments with 17 media representatives, TCM pitched stories directly to the writers and editors who create the news, such as *AFAR*, *Conde Nast Traveler*, *Essence*, *US News & World Report*, *AAA Magazines*, and *Times Media Group*. TCM also attended Visit California's Fall Media Reception at the new Intuit Dome in Inglewood, where it met and pitched Costa Mesa to media representatives from companies such as *Los Angeles Times*, *SFGate*, *Orange County Register*, *C Magazine*, and *KTLA*.



## In Partnership with Visit California

In addition to attending the Fall Media Reception, Visit California invited TCM to present at their headquarters in Sacramento, California. TCM brought a taste of Costa Mesa with them, sampling chips and salsa from Northgate Mercado, chocolate from El Moro, and cold brew from MoonGoat Coffee.

Visit California promoted Costa Mesa through their earned media channels throughout the year, publishing nine articles that mention Costa Mesa, totaling almost 5,000,000 impressions. Costa Mesa also received a full page of coverage in Visit California's annual *California Visitor Guide*, printed and distributed to more than 70,000 in-state residents.

## Digital Refresh

TCM refreshed several media and communications-focused website pages to create a more accessible browsing experience, remove outdated information, update search engine optimization, and share a more premium look and feel. On Press Room, Eatcation®, and Awards & Recognition pages, TCM removed defunct links, added photos, and designed a mobile-friendly user experience. New press coverage, awards, and accolades were inputted, better celebrating Costa Mesa's impressive dining, hospitality, and hotels.



## Trending Topics

TCM attended specialized conferences throughout the year to stay informed on the latest public relations trends, like the Public Relations Society of America's Icon and the Destinations International (DI) Marketing and Communications Summit. Persistent messaging from industry leaders covered insights on the emergence of AI-driven content and the benefits of AI and its incendiary potential to introduce false narratives.

Repeatedly, the importance of authenticity and candid, personal experience was highlighted, and TCM kept this in mind with all media outreach, leading to stronger relationships with local and national reporters. TCM was ahead of the curve with strong collaboration between PR and social media, recognizing that stories are often told social and digital first, then in traditional media second.



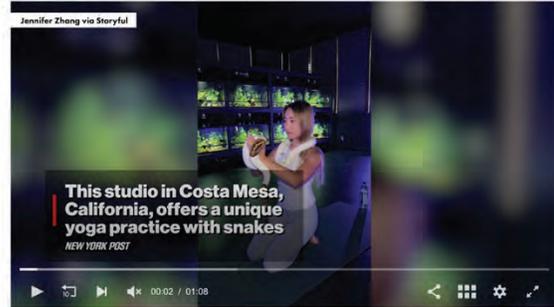
WEIRD BUT TRUE

### Snake yoga is here to make you squirm — and maybe conquer an overwhelming fear

By Brooke Steinberg

Published Oct. 8, 2024, 4:20 p.m. ET

8 Comments



## Destination Training

TCM led two destination workshops for employees at The Westin South Coast Plaza and The Hilton Orange County/Costa Mesa, aiming to empower the front desk, sales team, events personnel, and bell desk to become even better ambassadors for the city. TCM led an interactive presentation designed to increase staff expertise in shopping, dining, and attractions so that staff can carry that knowledge to their guests. Attendees at The Westin went on a backstage tour of Segerstrom Center for the Arts, while Hilton employees met with a representative from Orange County Museum of Art.

## Ongoing Communication

TCM sent an email newsletter each month to potential visitors. These monthly newsletters highlight seasonal dining, limited-time events, and arts attractions. From May 1, 2024, to February 21, 2025, TCM sent out 10 newsletters. July and May had the highest click rate at 6%. January and October had the highest open rate at 28.5%.

TCM also reinstated their partner newsletter, a quarterly publication to local businesses, board members, city council, and community stakeholders. As of February 25, 2025, one newsletter has been sent, with a 62% open rate.

The travel and tourism industry benchmark for newsletter open rate is 20.2%, as calculated by Campaign Monitor by Marigold. As the metrics above demonstrate, TCM consistently outperforms the industry benchmark with email marketing. Along with creating original content for the newsletters, TCM audited, updated, and simplified the sign-up flow for both the monthly and partner newsletters with high-performing visuals and UX copy.

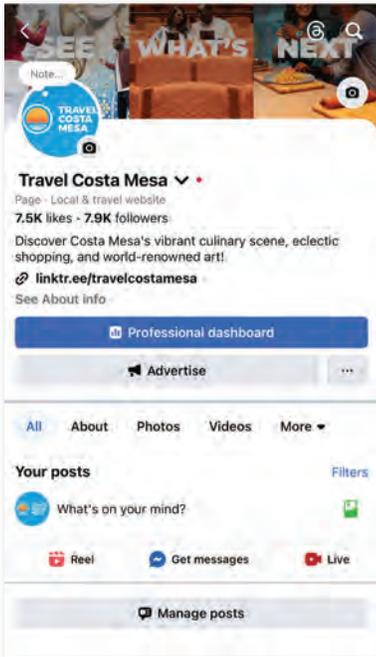
*Impressions are calculated via Similarweb UVM*



# SOCIAL MEDIA

## Follower Counts (2023 vs. 2024)

## Engagement Stats (2023 vs. 2024)

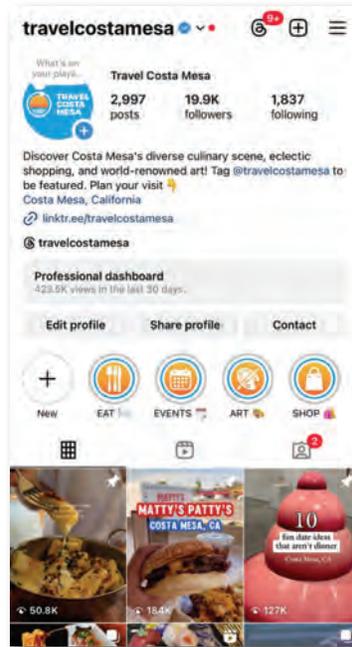


**19,334**  
Instagram  
(+34.5%)

**7,970**  
Facebook  
(+8.6%)

**1,776**  
TikTok  
(+67.2%)

**2,301**  
LinkedIn  
(+21%)



**3,313,873**  
Instagram  
(+22,946%)

**68,120**  
Facebook  
(+827%)

**459,466**  
TikTok  
(+43,164%)

**4,670**  
LinkedIn  
(+175.8%)

**3,844,760**  
Across all platforms  
(+5,079%)

## Growing Social Media Presence

Social media has evolved into a powerful search engine tool with users turning to platforms like Instagram, TikTok, and Facebook to discover destinations, experiences, and recommendations. To boost Costa Mesa's searchability, TCM applied SEO best practices by strategically using keywords in hashtags, voiceovers, captions, and text overlays across social media content. This approach made it easier for audiences to find and engage with the content, resulting in more than 3 million views across all channels. Searchable itineraries and roundups were also created to guide users through the best spots and experiences in the city. In doing so, TCM highlighted more than 200 restaurants, shops, entertainment venues, and hotels, bringing greater awareness to the city as a must-visit destination.



## LinkedIn Growth & Highlights

**39,748**  
Impressions  
(+38.7% YOY)

**3,504**  
Link Clicks  
(+47.8% YOY)

**5,247**  
Engagements  
(+46.5% YOY)

**13.2%**  
Engagement Rate  
(5.7% YOY)



## Insights on Paid Social

TCM used a mix of stylized and native ads to boost engagement and connect with diverse audiences. The stylized ads featured high-quality imagery and creative elements to reinforce the brand's identity, while the native ads blended into users' feeds for a more casual, authentic feel. This balanced approach allowed TCM to capture the interest of visual users and those who respond better to authentic organic content, ensuring broader appeal and a cohesive presence across platforms.

Total numbers are for anything TCM ran from May 2024 to February 2025. Although the budget was nearly 100% lower this year, and one would expect the other metrics to be lower by a similar amount, the campaigns performed better due to improved cost efficiency.

SOCIAL MEDIA STATS	MAY 2024 - FEB 2025
Spend	\$29,481.42
Impressions	7,476,001
Reach	1,277,997
Link Clicks	77,853
CTR (link)	1.04%
CPC (link)	\$0.38
CPM	\$3.94
Engagements	412,353
Engagements (non-video)	80,917
Conversions	11
CTR (all)	1.33%
CPC (all)	\$0.30



## In-House Campaigns

TCM partnered with content creators from diverse industries, interests, and cultural backgrounds to showcase Costa Mesa as an inclusive destination. In doing so, the organization created authentic, relatable content and increased its visibility to new audiences.

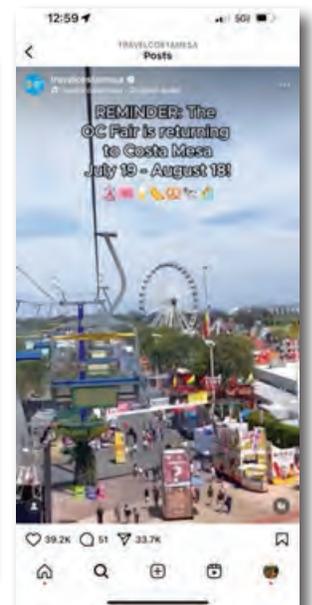
## Influencer Campaign Collabs

**Total Views:** 86,055  
**Total Engagements:** 3,129  
**Total Reach:** 55,994

## Best of 2024

TCM launched the "Best of Costa Mesa" campaign, spotlighting the top food, shopping, and experiences across the city's seven diverse neighborhoods. From hidden culinary gems to must-visit luxury boutiques and one-of-a-kind experiences, the campaign inspired visitors to explore a dynamic destination.

**Total Views:** 70,687  
**Total Engagements:** 4,413  
**Total Reach:** 52,518  
**Giveaway Entries:** 350  
**Business Highlighted:** 21+  
**Blog Clicks:** 3,830



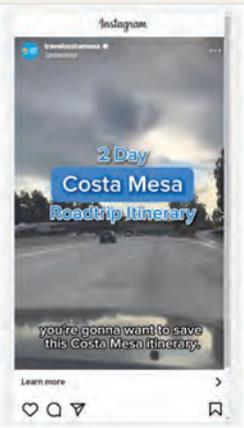
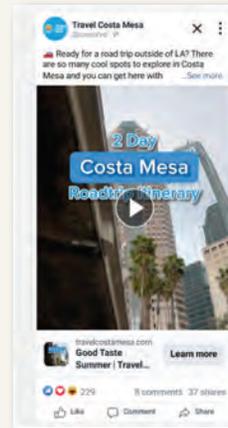


# SOCIAL MEDIA

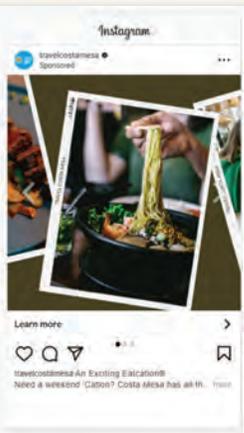
TOP 5 PERFORMING REELS	VIEWS	ACCOUNTS REACHED	ENGAGEMENTS
\$5 Taste of Fair	1M	607.3k	88.2k
Countdown to OC Fair	633.6k	431.2k	77.4k
The Westin Pickleball Courts	242.8k	155.6k	18.8k
Matty's Patty's	181.9k	156.9k	15.2k
LA to CM Road Trip Itinerary	142.3k	214.2k	7.9k



TOP 5 NATIVE ADS	LANDING PAGE VIEWS
Summer 2024 Social Post ("Road Trip") 2024-06-20	6,186
Summer 2024 Social Post ("OC Fair") 2024-07-26	2,732
Fly 'Cation Unmod Carousel 2	1,929
Fly 'Cation Unmod Social 2024-11-13	1,525
Summer 2024 Social Post ("Escape Heat") 2024-07-31	795



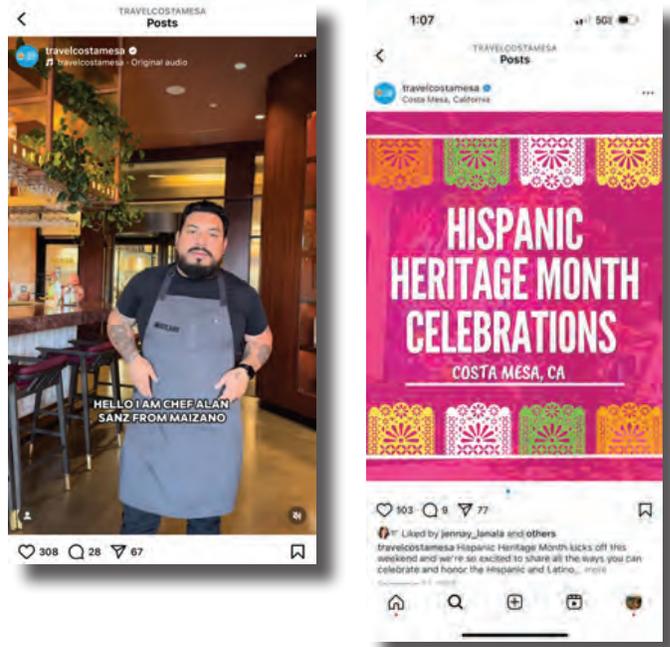
TOP 5 STYLIZED ADS	LANDING PAGE VIEWS
Summer 2024 Carousel 1	3,001
Drive 'Cation Carousel 1	2,518
Fly Cation Carousel 2	1,919
Summer 2024 Carousel 2	1,527
Summer 2024 Drive Carousel 2	1,383



## Hispanic Heritage Month

During Hispanic Heritage Month, TCM celebrated the city's rich cultural experiences by interviewing Hispanic creators who shape its community. The campaign showcased Costa Mesa as a destination where art, food, and traditions thrive, inviting visitors to be a part of the stories, flavors, and creativity that make the city a cultural hub.

**Total Views:** 24,504  
**Total Engagements:** 1,191  
**Total Reach:** 15,967  
**Blog Clicks:** 6,750



## Visit California x CrowdRiff Travel Stories

Travel Stories is a partnership between Visit California and CrowdRiff that highlights California's destinations through creator-driven digital web stories. This content, featuring images, videos, and text, can appear on Google Search and is often featured on Visit California's website.

**Number of Stories:** 28  
**Best Performing Topics:**  
 1. Free Things to Do in CM  
 2. Snake Yoga  
 3. Beaches Near CM

## Content Marketing

**Total Number of Page Visits:** 928,177

### Top 5 Best Performing Blog - Number of Sessions

1. The Ultimate Summer Destination for SoCal Travelers - 122,343
2. Eating Well in the New Year in Costa Mesa - 8,853
3. Best Places to Dance in Costa Mesa - 8,845
4. Our Best Tips and Tricks for The OC Fair - 8,623
5. Road Trip Ready Cruise from Los Angeles to Costa Mesa - 7,580





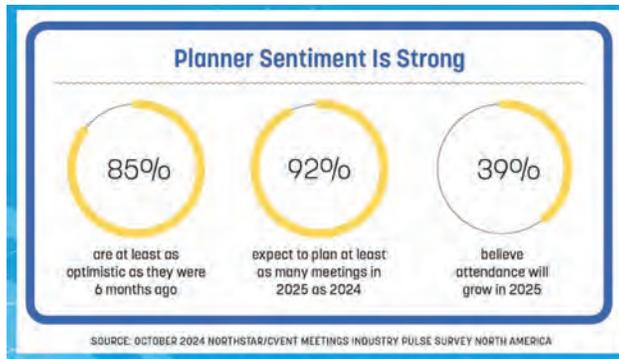
# GROUP SALES

Meetings and event spending are expected to increase in 2025, with a sharp focus on personalized experiences and sustainability, while AI will play a significant role in driving industry growth. According to AMEX GBT, 74% of meeting professionals are optimistic about the industry's health, and 66% anticipate a budget increase this year.

Meetings are expected to increase in number with a more extensive attendee base. Notably, planners intend to allocate these increased budgets to enhance onsite experiences, making events more memorable and engaging for attendees. Face-to-face interaction remains essential in the meetings and events sector, with industry leaders reaffirming the value of in-person connections over hybrid formats. While hybrid events carry cost concerns, most professionals agree that technology can't replace the benefits of meeting in person for relationship building and collaboration.

Despite labor costs due to efficiency measures like self-check-in kiosks, limited housekeeping, and mobile apps, the sharp increase in average daily rate (ADR) from last year has started to level out. Planners are hopeful that these rates have reached their peak and will stabilize moving forward. *Forbes Media* reports that meeting planners indicate that onsite and are experience is a top priority and that budget increases would be allocated to this.

The city of Costa Mesa offers planners a walkable location for their attendees, rich with arts and culture, an abundance of restaurants and is centrally located in



the county. These are staples that TCM will continue to promote. Sustainability has evolved beyond a mere trend—it's now a fundamental priority for meeting planners. According to Meetings and Events, planners focus on minimizing waste, sourcing food and beverages locally, and creating positive experiences to the local economy and community.

## Moving Forward

TCM initially utilized a temporary agency sales manager to handle Cvent (sourcing system) and independent leads following the Destination Sales Executive's (DSE) departure in April 2024. This arrangement remained in place until the new DSE was hired in late October 2024. Since their arrival, industry tradeshows have been attended, with the DSE participating in three events from December to February 2025. These tradeshows have primarily targeted small- to mid-sized group businesses, typically ranging from 10 to 300 room nights at peak.

The DSE is scheduled to attend eight additional shows for the remainder of the fiscal year. These shows will provide opportunities to connect with new meeting planners, promote Costa Mesa as a prime meeting destination, and secure requests for proposals (RFPs).

Cvent reports TCM received 7.4% less RFPs in 2024 than 2023 but an increase of 30% more room nights awarded when TCM was copied on the lead. TCM also increased its response rate in 2024 to 5.1% by responding to the event planner within 12 hours of receiving the RFP.

The DSE plays a critical part in driving revenue and contributing to the city's overall economic impact. Business travelers tend to spend more than the average leisure visitor, often due to expense budgets, influencing their choice of accommodations and the amount they are willing to pay. Meetings bring immediate business to the city and attract future visitors, potentially generating ongoing tourism. This enhances the city's exposure and improves its image as a desirable destination for business and leisure. The "arrive early, stay late" trend contributes to and directly benefits Costa Mesa's local economy.



## Memberships

- California DMO Alliance
- California Society of Association Executives (CalSAE)
- Cvent
- HelmsBriscoe
- Hospitality Performance Network (HPN)



## IPW 2024

Each year, U.S. Travel Association's IPW tradeshow visits various cities across the U.S. to promote global relationships and strengthen connections. This premier inbound travel tradeshow connects travel buyers and media with America's top travel exhibitors face-to-face. TCM participated in IPW 2024 in Los Angeles, where the team conducted professional story pitches through meetings with journalists and met with leisure and incentive buyers. This approach allowed TCM to effectively communicate its narratives and foster valuable relationships within the industry. TCM plans on taking part in IPW 2025 in Chicago.



## Orange County Sports Commission (OCSC)

TCM's partnership with OCSC continues as the search for sports groups continues. Its goal is to enhance OC communities' economic, social, and cultural vitality through sports. Members include OC Fair & Event Center, Anaheim Ducks, Mission Viejo, OCVIBE, Visit Huntington Beach, ATN, John Wayne Airport, Orange County, and Visit Anaheim.

In 2024, OCSC reported 10 leads were sent to TCM and nine bookings. Venue availability and restrictions remain challenging in securing fields and venues within the city.



## Visit California Meetings

CaliforniaMeetings.com, a dedicated meetings-focused website integrated with Visit California's platform, reported that 2024 group room occupancy for California increased 0.3% and the average daily rate increased 0.9% compared to 2023. Orange County group room occupancy increased 5.3% and 1.5% in average daily rate for 2024 compared to 2023.

TCM maintains a prominent listing on the site, providing meeting planners with valuable information about what Costa Mesa offers as a meeting destination. Additionally, the listing includes direct contact details for the DSE, facilitating seamless communication and further support for meeting planning.



# GROUP SALES

*In the second half of the fiscal year, TCM will continue to pursue mid-sized meetings in the markets that have produced well in the area. These markets will continue to be the focus:*



## **Association (State/Regional/National)**

Associations heavily depend on annual meeting dues for financial stability. Without these events, associations may face significant challenges and need to explore alternative revenue sources to stay afloat. While these organizations tend to be larger and more budget-conscious, they still present valuable business opportunities, especially mid-week or weekends.

In the FY 2024-2025, TCM will maintain its membership with CalSAE and continue its involvement in their flagship event, Seasonal Spectacular. This provides opportunities to connect with association meeting planners and intermediaries who specialize in organizing such events. TCM also plans to schedule an appointment visit in Sacramento to strengthen relationships with this key segment and build valuable business connections.

## **Corporate**

This sector presents a wealth of opportunities for meetings, ranging from internal team sessions and training to client engagements and local business events. To fully capitalize on this growing demand, it is crucial to maintain a strong presence with national, state, and regional corporations. TCM also plans to participate in prominent shows like Smart Meetings and HelmsBriscoe. Fortune 500 firms have led the charge of travel budget increases and many businesses have emphasized in-person conferences as an efficient way to build connections that were once made in-office. With overall occupancy rates steadily recovering, the resurgence of in-person events is expected to fuel continued demand through 2025.

TCM will actively seek and pursue new business opportunities by attending conferences, conducting sales calls, and participating in tradeshows to expand our network of meeting-producing companies. Additionally, TCM will invite key planners from this market to participate in a Familiarization (FAM) site tours, ensuring Costa Mesa remains top of mind when they are sourcing venues and destinations for future events.

## **Sports**

The sports market offers significant potential for hotel room blocks across one or more of the city's hotels, driven by national and regional tournaments for all age groups. TCM will continue prioritizing partnerships with the Orange County Sports Commission (OCSC), local colleges and universities, sports complex venues, and the City of Costa Mesa to drive sales and further capitalize on this market opportunity.

## **SMERFE (Social, Military, Educational, Religious, Fraternal and Ethnic) / Specialty**

Given their budget constraints, these markets are price-sensitive but offer great potential for filling hotel room blocks during peak times, such as weekends. Their event and meeting dates tend to be more flexible compared to other markets. The Orange County Fair & Event Center hosts events year-round, making it a key partner for TCM, and this collaboration will continue to be a strategic focus.



# TRAVEL COSTA MESA LEADERSHIP



## EXECUTIVE COMMITTEE

Steve Yannarell	CHAIRPERSON, GENERAL MANAGER, The Westin South Coast Plaza
Susan O'Brien Moore	VICE PRESIDENT, GENERAL MANAGER, Ayres Hotel Costa Mesa
Sue Cooke	TREASURER, GENERAL MANAGER, Residence Inn by Marriott
Lori Ann Farrell Harrison	SECRETARY, CITY MANAGER, City of Costa Mesa

## DIRECTORS

Kevin Schjei	GENERAL MANAGER, Avenue of the Arts Hotel, A Tribute Portfolio Hotel
Naj Ekhlal	GENERAL MANAGER, Best Western Plus
Annie Hsu	GENERAL MANAGER, Crowne Plaza
Jeannie Blue	GENERAL MANAGER, VP OF OPERATIONS, Hampton By Hilton Costa Mesa Newport Beach (formerly Holiday Inn Express)
Benito Benitez	GENERAL MANAGER, Hilton
Nimisha Solanki	GENERAL MANAGER, OC Hotel Costa Mesa
Hugo Barba	GENERAL MANAGER, Marriott
OPEN	GENERAL MANAGER, Ramada
John Stephens	MAYOR, City of Costa Mesa

## ADVISORS

Brian Chuan	SENIOR DIRECTOR OF INTERNATIONAL & DOMESTIC MARKETS, South Coast Plaza
David Haitcock	PRESIDENT & CEO, Costa Mesa Chamber of Commerce
Michele Richards	CEO, OC Fair & Event Center

## STAFF

Paulette Lombardi-Fries	PRESIDENT
Anne-Marie Schiefer	VICE PRESIDENT OF MARKETING
Chris Nuccio	CMP, DESTINATION SALES EXECUTIVE
Jessica Placentia	OPERATIONS MANAGER
Jasmine Garcia	SOCIAL MEDIA AND CONTENT MANAGER
Macie Rae Brady	MANAGER OF PUBLIC RELATIONS



**TRAVEL COSTA MESA**  
**FINANCIAL STATEMENTS**  
June 30, 2024 and 2023

TRAVEL COSTA MESA  
Costa Mesa, California

FINANCIAL STATEMENTS  
June 30, 2024 and 2023

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## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Travel Costa Mesa

***Opinion***

We have audited the financial statements of Travel Costa Mesa (the "Organization"), a California nonprofit corporation, which comprise the statement of assets, liabilities and net assets - cash basis as of June 30, 2024, and the related statement of revenue and expenses - cash basis for the year then ended and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the statement of assets, liabilities and net assets - cash basis of the Organization as of June 30, 2024, and statement of revenue and expenses - cash basis for the year then ended in accordance with the cash basis accounting principles described in Note 1.

***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Emphasis of Matter - Basis of Accounting***

We draw the attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

***Other Matter***

The financial statements of the Organization for the year ended June 30, 2023 were audited by other auditors, who expressed an unmodified opinion on those statements on February 2, 2024.

***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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(Continued)

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year from the date the financial statements are available to be issued.

***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

*Crowe LLP*

Crowe LLP

Los Angeles, California  
December 20, 2024

TRAVEL COSTA MESA  
 STATEMENTS OF ASSETS, LIABILITIES AND NET ASSETS - CASH BASIS  
 Year ended June 30, 2024 and 2023

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	June 30,	
	2024	2023
<b>ASSETS</b>		
Cash	\$ <u>3,131,781</u>	\$ <u>3,178,747</u>
<b>LIABILITIES</b>		
Current liabilities	\$ -	\$ -
Commitments and contingencies		
<b>NET ASSETS</b>		
Net assets without donor restrictions	<u>3,131,781</u>	<u>3,178,747</u>
Total liabilities and net assets	<u>\$ 3,131,781</u>	<u>\$ 3,178,747</u>

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TRAVEL COSTA MESA  
STATEMENTS OF REVENUE AND EXPENSES - CASH BASIS  
Year ended June 30, 2024 and 2023

	For The Years Ended June 30,	
	2024	2023
<b>CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS</b>		
Revenues and other income:		
Business improvement area assessment, net of handling fees	\$ 3,286,105	\$ 3,168,239
Employee retention credit	-	47,713
Interest income	5,230	2,338
Net revenues and other income	3,291,335	3,218,290
Expenses:		
Hotel marketing funds (taken out of bank reserves)	463,049	466,893
Marketing	1,585,828	1,208,088
City sponsorship funds (taken out of bank reserves)	164,000	-
Sales department	150,827	143,442
Group incentive program	74,000	37,000
Salaries and benefits	708,742	609,624
General and administrative	191,855	174,032
Total expenses	3,338,301	2,639,079
(Decrease) increase in net assets without donor restrictions	(46,966)	579,211
Net assets without donor restrictions, beginning of year	3,178,747	2,599,536
Net assets without donor restrictions, end of year	\$ 3,131,781	\$ 3,178,747

TRAVEL COSTA MESA  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2024 and 2023

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**NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Activities

Travel Costa Mesa (the "Organization") is a California non-profit corporation formed in 1995 to market the City of Costa Mesa (the "City") as a leisure travel and group business destination.

The vision of the Organization is to be a destination-marketing leader by supporting and selling the City's distinct visitor brand experiences and advocating community tourism benefits. The Organization's mission is to enhance and promote the City's brand experience, thus increasing visitor spending for industry and community economic viability, sustainability and quality of life.

The Organization is funded by the eleven member hotels that comprise the Business Improvement Area ("BIA") established by the City. The member hotels are Costa Mesa Marriott, Hilton Costa Mesa, Holiday Inn Express & Suites, Residence Inn by Marriott, Avenue of the Arts, A Tribute Portfolio Hotel, Ayres Hotel, The Westin South Coast Plaza, Ramada Inn and Suites Costa Mesa, Best Western Plus Newport Mesa Inn, Crowne Plaza, and OC Hotel Costa Mesa.

California state law provides that BIA assessments are to be used for the purposes specified in the authorizing resolution that established the assessment. The City's resolution that established the BIA stated that its purpose is to promote tourism to the City and to fund programs and activities that benefit the hotel and motel business within the City.

Basis of Presentation

The accompanying financial statements have been prepared on the cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Consequently, revenues are recognized when received rather than when earned, and expenses are recognized when disbursed rather than when the obligation is incurred.

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

*Without donor restrictions* – Net assets that are not subject to donor-imposed stipulations. These assets are available to support the Organization's general activities and operations at the discretion of the Board of Directors.

*With donor restrictions* - Net assets that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that such resources be maintained in perpetuity. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

As of and for the years ended June 30, 2024 and 2023, the Organization had no net assets with donor restrictions.

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(Continued)

TRAVEL COSTA MESA  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2024 and 2023

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**NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES,  
continued**

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or by law.

Tax Status

The Organization qualifies as a tax-exempt organization for Federal income taxes under Section 501(c)(6) of the United States Internal Revenue Code and for California state income taxes under Section 23701(d) of the California Revenue and Taxation Code; therefore, the Organization has no provision for federal or state income taxes. During the years ended June 30, 2024 and 2023, the Organization had no unrelated business income.

The Organization annually evaluates tax positions as part of the preparation of its exempt tax return. This process includes an analysis of whether tax positions the Organization takes with regard to a particular item of income or deduction would meet the definition of an uncertain tax position under current accounting guidance. The Organization believes its tax positions are appropriate based on current facts and circumstances. The Organization's policy is to recognize interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. At June 30, 2024 and 2023, the Organization did not have any unrecognized tax benefits. The Organization is no longer subject to U.S. Federal and state income tax examinations by tax authorities for tax years before 2020.

Use of Estimates

The preparation of financial statements in conformity with the cash basis of accounting requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Significant estimates made by the Organization's management include, but are not limited to, the allocation of expenses to program expenses. Actual results could differ from those estimates.

Revenues and Other Income

The City levies a special assessment on the eleven-member hotels in the BIA based on the sale of overnight guest room stays. For the fiscal years ended June 30, 2024 and 2023, the levy was three percent (3%). The levy is transmitted by the hotels to the City; the City then aggregates the levies and sends a monthly remittance to the Organization, net of a one percent (1%) handling fee.

Other income amounts received in the year ended June 30, 2023 consist of employee retention credit amounts received from the Internal Revenue Service totaling \$47,713. Such amounts are not conditional and have therefore been recorded as income.

Allocated Expenses

The costs of providing program activities and supporting services have been summarized on a functional basis in Note 7. The Organization incurs expenses that directly relate to, and can be assigned to, a specific program or supporting activity. The Organization also conducts a number of activities which benefit both its program objectives as well as supporting services. These costs, which are not specifically attributable to a specific program or supporting activity, are allocated by management on a consistent basis among program and supporting services benefited, based on either financial or nonfinancial data, such as headcount, occupancy or estimates of time and effort incurred by personnel.

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(Continued)

TRAVEL COSTA MESA  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2024 and 2023

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**NOTE 2 – LIQUIDITY AND AVAILABILITY**

At June 30, 2024 and 2023, the Organization has \$3,131,781 and \$3,178,747, respectively, of financial assets available within one year of the date of the statement of assets, liabilities and net assets – cash basis to meet cash needs for general expenditures, all of which consist of cash. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditures within one year of the statement of assets, liabilities and net assets – cash basis. The Organization has a goal to maintain financial assets, which consist of cash on hand to meet twelve months of normal operating expenses. The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

Funding for the Organization is dependent on the hotel room nights booked in the City each year and the subsequent portion of the levy that is allocated through the City to the Organization. Annual revenue fluctuates depending on annual visitors to the City. As a result, the Organization closely monitors the monthly projected and received revenue to determine if any change needs to be made to budgeted expenditures.

**NOTE 3 – CASH**

Cash consists of demand deposits at the following institutions as of June 30:

	<u>2024</u>	<u>2023</u>
Citizens Business Bank	\$ 549,314	\$ 757,875
Pacific Premier Bank	<u>2,582,467</u>	<u>2,420,872</u>
	<u>\$ 3,131,781</u>	<u>\$ 3,178,747</u>

The Organization maintains cash deposits at institutions which are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to \$250,000. At various times during 2024 and 2023, the Organization maintained balances in excess of FDIC limits. The Organization periodically reviews the quality of the financial institutions it has deposits with to minimize risk of loss.

**NOTE 4 – HOTEL MARKETING FUNDS EXPENSE**

During portions of each of the fiscal years ended June 30, 2024 and 2023, the Organization allocated \$200 per room to each BIA member hotel for hotel-specific marketing purposes. The allocation subsidizes hotel-specific advertising and marketing efforts that may also include the Organization’s logo. Vendor invoices are either paid by the hotel and reimbursed by the Organization or paid directly by the Organization.

Samples of advertising and marketing material is submitted showing the Organization’s logo for reimbursement. For advertising or marketing material where the Organization’s logo cannot be used, the Organization requests that the hotel partners use the following verbiage, “*Hotel partner name* is a proud partner of Travel Costa Mesa.” Hotel marketing funds expense totaled \$463,049 and \$466,893 for fiscal years ended June 30, 2024 and 2023, respectively. If the hotels do not use all their allocated funds, the funds revert to the Organization.

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(Continued)

TRAVEL COSTA MESA  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2024 and 2023

**NOTE 5 – GROUP INCENTIVE PROGRAM**

The Organization has a group incentive program which is used for certain qualifying groups and was created to assist the Organization's partners and the City with group business. The group incentive program funds totaled \$74,000 and \$37,000 during the years ended June 30, 2024 and 2023, respectively.

**NOTE 6 – MARKETING EXPENSE**

The Organization incurs marketing expenses related to its mission of promoting the City as a tourist destination. For the fiscal years ended June 30, 2024 and 2023, marketing expenses totaled \$1,585,828 and \$1,208,088, respectively.

Marketing expenses include online marketing, video and photography production, electronic collateral, print advertising, various promotions, and tradeshow costs.

**NOTE 7 – STATEMENT OF FUNCTIONAL EXPENSES**

The statement of functional expenses for the year ended June 30, 2024 is as follows:

	<u>Program Activities</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries and benefits	\$ 570,525	\$ 138,217	\$ 708,742
Marketing	6,883	-	6,883
Hotel marketing funds	463,049	-	463,049
Online marketing	1,578,945	-	1,578,945
City sponsorship	164,000	-	164,000
Sales department	150,827	-	150,827
Group incentive program	74,000	-	74,000
Office and copier leases	38,696	9,374	48,070
Travel, meetings, conferences and mileage	61,246	-	61,246
Accounting and fees	-	12,363	12,363
Insurance	-	22,310	22,310
Dues and subscriptions	-	14,254	14,254
Office supplies	-	7,304	7,304
Telephone and internet	-	20,921	20,921
Banking charges	-	255	255
Filing fee and state assessment	-	63	63
Postage	-	550	550
Parking	-	212	212
Recruiting services	-	443	443
Professional services	-	3,864	3,864
	<u>\$ 3,108,171</u>	<u>\$ 230,130</u>	<u>\$ 3,338,301</u>

(Continued)

TRAVEL COSTA MESA  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2024 and 2023

**NOTE 7 – STATEMENT OF FUNCTIONAL EXPENSES, continued**

The statement of functional expenses for the year ended June 30, 2023 is as follows:

	<u>Program Activities</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries and benefits	\$ 490,737	\$ 118,887	\$ 609,624
Marketing	7,951	-	7,951
Hotel marketing funds	466,893	-	466,893
Online marketing	1,200,137	-	1,200,137
City sponsorship	-	-	-
Sales department	143,442	-	143,442
Group incentive program	37,000	-	37,000
Office and copier leases	38,367	9,280	47,647
Travel, meetings, conferences and mileage	33,806	-	33,806
Accounting and fees	-	13,800	13,800
Insurance	-	21,359	21,359
Dues and subscriptions	-	12,345	12,345
Office supplies	-	11,591	11,591
Telephone and internet	5,935	11,397	17,332
Banking charges	-	335	335
Filing fee and state assessment	-	28	28
Postage	-	317	317
Parking	-	281	281
Recruiting services	-	855	855
Professional services	-	14,336	14,336
	<u>\$ 2,424,268</u>	<u>\$ 214,811</u>	<u>\$ 2,639,079</u>

**NOTE 8 – COMMITMENTS AND CONTINGENCIES**

Indemnities

The Organization has made certain indemnities, under which it may be required to make payments to an indemnified party, in relation to certain actions or transactions. The Organization indemnifies its directors, officers, employees and agents, as permitted under the laws of the State of California. In connection with its facility lease, the Organization has indemnified its lessor for certain claims arising from the use of the facilities. The duration of the indemnities varies and is generally tied to the life of the agreement. These indemnities do not provide for any limitation of the maximum potential future payments the Organization could be obligated to make. Historically, the Organization has not been obligated nor incurred any payments for these obligations and, therefore, no liabilities have been recorded for these indemnities in the accompanying statements of assets, liabilities and net assets – cash basis.

Operating Leases

The Organization has a lease for office space through October 2025. The Organization also has a lease for a color copier through September 30, 2028. Total rent expense for the fiscal years ended June 30, 2024 and 2023 totaled \$48,070 and \$47,647, respectively.

(Continued)

TRAVEL COSTA MESA  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2024 and 2023

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**NOTE 8 – COMMITMENTS AND CONTINGENCIES (continued)**

Future minimum lease obligations as of June 30, 2024 consist of the following:

<u>Years Ending June 30,</u>	
2025	\$ 44,492
2026	16,068
2027	1,804
2028	1,804
2029	<u>376</u>
	<u>\$ 64,544</u>

**Litigation**

In the ordinary course of business, the Organization may face various claims brought by third parties and they may, from time to time, make claims or take legal actions to assert their rights. Any of these claims could subject the Organization to costly litigation and, while the Organization generally believes that it has adequate insurance to cover many different types of potential liabilities, its insurance carriers may deny coverage or its policy limits may be inadequate to fully satisfy any damage awards or settlements. If this were to happen, the payment of any such awards could have a material adverse effect on the Organization's operations and financial position. Additionally, any such claims, whether or not successful, could damage the Organization's reputation and business.

**NOTE 9 – EMPLOYEE BENEFIT PLAN**

The Organization sponsors a defined contribution salary deferral plan (the "Plan") covering all employees. Beginning in April 2012, the Board of Directors agreed to Safe Harbor contributions of 3% of the eligible employee's salary. During each of the fiscal years ended June 30, 2024 and 2023, Safe Harbor contributions totaled approximately \$16,000 and \$15,000, which are recorded in salaries and benefits in the accompanying statements of revenue and expenses – cash basis, respectively.

**NOTE 10 – RISKS AND UNCERTAINTIES**

Due to the nature of the Organization's business, the Organization's revenue is entirely dependent on the City and the member hotels. The City established the BIA and collects the BIA levy from the eleven hotels in Costa Mesa and the member hotels are voluntary participants (see Note 1). A cancellation of the BIA or withdrawal of the member hotels would adversely and severely impact the Organization's financial position.

**NOTE 11 – SUBSEQUENT EVENTS**

Management has evaluated and determined that no other events have occurred through December 20, 2024 the date that the financial statements were issued, which would require inclusion or disclosure in its financial statements, except as disclosed herein.

**RESOLUTION NO. 2025-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AN ANNUAL ASSESSMENT FOR FISCAL YEAR 2025-26 FOR A BUSINESS IMPROVEMENT AREA COVERING CERTAIN COSTA MESA HOTELS AND MOTELS AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNUAL ASSESSMENT**

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, in adopting the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code sections 36500, *et seq.*), the California Legislature authorized cities to levy assessments on businesses in order to promote economic revitalization and tourism, to create jobs, attract new businesses, and prevent erosion of business districts; and

WHEREAS, on July 5, 1995, by Ordinance No. 95-9, the City Council adopted a business improvement area, commonly known as the Costa Mesa Tourism & Promotion Business Improvement Area ("BIA"), the purpose of which is to promote tourism to the City and to fund programs and activities that benefit the hotel and motel businesses within the City of Costa Mesa; and

WHEREAS, the eleven (11) hotels and motels listed in Exhibit A, attached hereto and incorporated herein by this reference, are currently subject to the assessment; and

WHEREAS, the City Council appointed the general managers of the 11 hotels and motels subject to the assessment to serve as the advisory board as required by California Streets and Highways Code section 36530; and

WHEREAS, said advisory board is known as Travel Costa Mesa ("TCM"); and

WHEREAS, the City Council has voted to continue the special assessment for the BIA each year since its inception, and it has been levied upon the 11 hotel and motel businesses listed in Exhibit A; and

WHEREAS, in January 2000, the City Council approved an increase in the assessment, raising the assessment from one percent (1%) to two percent (2%) based on the sale of overnight room stays; and

WHEREAS, in November 2010, the City Council approved an increase in the assessment, raising the assessment from two percent (2%) to three percent (3%) based on the sale of overnight room stays; and

WHEREAS, the City desires to levy and collect a three percent (3%) assessment within the BIA for Fiscal Year 2024-2025; and

## Attachment 3

WHEREAS, this Resolution of Intention will commence proceedings under the Parking and Business Improvement Area Law of 1989 to levy the annual assessment of the Costa Mesa Tourism & Promotion Business Improvement Area for the 2025-26 Fiscal Year; and

WHEREAS, the Agenda Report and its attachments for the May 7, 2025 City Council meeting filed with the City Clerk set forth a detailed description of the activities to be provided in the 2025-26 Fiscal Year, the boundaries of the Business Improvement Area, the benefit zone of the area, and the proposed assessments to be levied upon the businesses within the area for the coming fiscal year.

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

Section 1. Intention; Assessment. The City Council hereby declares its intention to levy and collect assessments in the Costa Mesa Tourism & Promotion Business Improvement Area for Fiscal Year 2025-26 pursuant to California Streets & Highways Code §§ 36500 et seq. The boundaries of the Costa Mesa Tourism & Promotion Business Improvement Area are the 11 motels and hotels listed in Exhibit A. The proposed amount of the annual assessment is three percent (3%) based on the sale of overnight room stays. New hotel and motel businesses commenced after the effective date of the resolution levying the assessment will be exempt from the levy of assessment, pursuant to California Streets & Highways Code § 36531.

Section 2. Annual Report. An annual report on the Costa Mesa Tourism & Promotion Business Improvement Area has been prepared by TCM, acting as the advisory board, as required by California Streets & Highways Code §§ 36533 and 36534. Said report is on file in the City Clerk's Office.

Section 3. Types of Activities to Be Funded. The type or types of activities to be funded by and through the annual levy of assessments on businesses within the Costa Mesa Tourism & Promotion Council Business Improvement Area are specified in the referenced annual report and Exhibit B, attached hereto and incorporated herein.

Section 4. Reporting and Remitting to the City of Costa Mesa Finance Department. Each hotel/motel owner shall separate the Business Improvement Assessment from the Transient Occupancy Tax on guest billing statements. The specific term "Business Improvement Assessment" shall be included on the billing to identify the assessment amount. The hotel/motel owner shall collect and subsequently remit the assessment to the Costa Mesa Finance Department at the same time and manner as the Transient Occupancy Tax. A ten percent (10%) penalty and half percent (0.5%) interest will be assessed on late remittances.

Section 5. Method and Basis of Levy. To allow each business owner to estimate the amount of the assessment to be levied against his or her business, the method and basis of

## Attachment 3

levying the assessment are set forth in the annual report relative to the Business Improvement Area, Ordinance No. 95-9, and Exhibit B.

Section 5. Time and Place of Public Hearing. The time and place of the public hearing on the levy of an annual assessment for Fiscal Year 2025-26 shall be 7:00 p.m. on June 4, 2025. At the public hearing set forth above, the testimony of all interested persons for or against the annual levy of the assessment for the Business Improvement Area, the extent of the area, and/or the furnishing of specific types of improvements or activities will be heard by the City Council.

Section 6. Protests. Consistent with California Streets & Highways Code §§ 36524 and 36525, the following rules shall apply to all protests:

- (a) A protest may be made orally or in writing by any interested person. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularity or defect to which the objection is made.
- (b) Every written protest shall be filed with the City Clerk's Office, Costa Mesa City Hall, 77 Fair Drive, Room 101, Costa Mesa, California 92626, at or before the time fixed for the public hearing as set forth above.
- (c) The City Council may waive any irregularity in the form or content of any written protest, and, at the public hearing, may correct minor defects in the proceedings.
- (d) A written protest may be withdrawn in writing at any time before the conclusion of the public hearing.
- (e) Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the City as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business. A written protest which does not comply with this section shall not be counted in determining a majority protest.
- (f) If written protests are received from the owners of businesses in the proposed Business Improvement Area which will pay fifty percent (50%) or more of the assessments to be levied and protests are not withdrawn so as to reduce the protests to less than the fifty percent (50%), no further proceedings on the proposal to continue to levy the Business Improvement Area assessment, as specified by this Resolution, shall be taken by the City Council for a period of one year from the date of the finding of a majority protest.
- (g) If the majority protest is only against the furnishing of a specified type or types of improvement or activity within the Business Improvement Area, those types of improvements or activities shall be eliminated.

## **Attachment 3**

Section 7. Publication. The City Clerk shall cause this Resolution of Intention to be published once in a newspaper of general circulation in the City at least seven (7) days before the June 4, 2025 public hearing.

**PASSED AND ADOPTED this \_\_\_\_\_ day of May, 2025.**

\_\_\_\_\_  
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. 2025-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the \_\_\_\_\_ day of May, 2025, by the following roll call vote, to wit:

AYES:           COUNCIL MEMBERS:

NOES:           COUNCIL MEMBERS:

ABSENT:         COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this \_\_\_ day of May, 2025.

\_\_\_\_\_  
Brenda Green, City Clerk

**EXHIBIT A**

The Business Improvement Area (“BIA”) benefit zone encompasses the entire City of Costa Mesa boundaries. It is anticipated that the entire City, including businesses and residents, will benefit from increased revenues generated by the activities financed by the BIA assessment.

The following businesses will be included in the BIA that is established pursuant to California Streets and Highways Code sections 36500, *et seq.*, the businesses commonly known as:

**Avenue of the Arts, A Tribute Portfolio Hotel**

Property Address: 3350 Avenue of the Arts, Costa Mesa

Business Owner: Rosanna Inc.  
3350 Avenue of the Arts  
Costa Mesa, CA 92627

Property Owner: Rosanna Inc.  
3350 Avenue of the Arts  
Costa Mesa, CA 92627

**Ayres Country Inn & Suites**

Property Address: 325 Bristol Street, Costa Mesa

Business Owner: Newport Country Inn & Suites, Inc.  
355 Bristol Street, Suite A  
Costa Mesa, CA 92626

Property Owner: Newport Country Inn & Suites, Inc.  
355 Bristol Street, Suite A  
Costa Mesa, CA 92626

**Best Western Plus Newport Mesa Inn**

Property Address: 2642 Newport Boulevard, Costa Mesa

Business Owner: James Hsuen  
Shang-Pu Lee  
2642 Newport Boulevard,  
Costa Mesa, CA 92627

Property Owner: James Hsuen  
Shang-Pu Lee  
2642 Newport Boulevard,  
Costa Mesa, CA 92627

**Crowne Plaza**

Property Address: 3131 Bristol Street, Costa Mesa

Business Owner: Brighton Management  
20342 SW Acacia St.  
Newport Beach, CA 92660

Property Owner: Bright Bristol Street LLC  
3131 Bristol Street  
Costa Mesa, CA 92626

**Hilton**

Property Address: 3050 Bristol Street, Costa Mesa

Business Owner: Ashford TRS CM LLC  
14185 Dallas Parkway, Suite 1100  
Dallas, TX 75254

Property Owner: Remington Lodging & Hospitality LP  
14185 Dallas Parkway, Suite 1100  
Dallas, TX 75254

**Holiday Inn Express Hotel & Suites**

Property Address: 2070 Newport Boulevard, Costa Mesa

Business Owner: Narendra B. Patel  
2070 Newport Blvd.  
Costa Mesa, CA 92667

Property Owner: Narendra B. Patel  
2070 Newport Blvd.  
Costa Mesa, CA 92667

**Costa Mesa Marriott**

Property Address: 500 Anton Boulevard, Costa Mesa

Business Owner: Starwood Capital Group  
591 West Putnam Avenue  
Greenwich, CT 06830

Property Owner: HEI Hotels & Resorts  
101 Merritt 7 Corporate Park, 1<sup>st</sup> Floor  
Norwalk, CT 06851

**OC Hotel Costa Mesa (Formerly BLVD Hotel)**

Property Address: 2430 Newport Boulevard, Costa Mesa

Business Owner: Sai Hospitality Services, LLC  
11556 Manchester Way  
Porter Ranch, CA 91326

Property Owner: Sanjay Panchal  
11556 Manchester Way  
Porter Ranch, CA 91326

**Ramada Inn & Suites Costa Mesa**

Property Address: 1680 Superior Avenue, Costa Mesa

Business Owner: B.D. Inns Inc./Ramada Ltd.  
1680 Superior Ave.  
Costa Mesa, CA 92627

Property Owner: B.D. Inns Inc./Ramada Ltd.  
1680 Superior Ave.  
Costa Mesa, CA 92627

**Residence Inn by Marriott**

Property Address: 881 Baker Street, Costa Mesa

Business Owner: Marriott International  
10400 Fernwood Rd.  
Bethesda, MD 20817

Property Owner: BRE Select Hotels and Resorts  
6201 15th Avenue  
Brooklyn, NY 11219

**The Westin South Coast Plaza Hotel**

Property Address: 686 Anton Boulevard, Costa Mesa

Business Owner: Host Hotels & Resorts  
6903 Rockledge Dr., Suite 1500  
Bethesda, MD 20817

Property Owner: CJ Segerstrom & Sons  
c/o South Coast Plaza  
686 Anton Boulevard  
Costa Mesa, CA 92626

**EXHIBIT B**

The BIA assessment will be used to fund Travel Costa Mesa (“TCM”). TCM will fund activities to promote tourism in Costa Mesa and will sponsor related tourist events that benefit the hotel and motel businesses within the City.

**Revenue**

A three percent (3%) levy will be assessed against each of the 11 hotels listed in Exhibit A, based on the net revenue from the sale of overnight room stays.

Business owners shall pay the assessment to the Costa Mesa City Finance Department on a monthly basis. A penalty and interest shall be assessed on late payments.

Note: New hotel and motel businesses commenced after the effective date of this resolution will be exempt from the levy of assessment.



April 30, 2025

**To:** Honorable Members of the Costa Mesa City Council  
**From:** Paulette Lombardi-Fries, President Travel Costa Mesa  
**Subject:** Allocation of BIA Funds – Update

Dear Mayor and Members of the Council:

On behalf of Travel Costa Mesa and our Board of Directors, I am writing to inform you that, beginning with the upcoming fiscal year, the organization will discontinue allocating Business Improvement Area (BIA) assessment funds toward residential and neighborhood event programming, including the \$164,000 previously provided to support City-hosted events and initiatives.

This decision follows a comprehensive review by the Travel Costa Mesa Board of Directors and reflects our ongoing commitment to steward the BIA funds in a manner that is focused on delivering the highest possible return on investment for our assessed lodging businesses. As part of that review, the Board reaffirmed the foundational intent of the BIA: to invest in programs that promote tourism, generate overnight visitation, and support the economic vitality of Costa Mesa's hotel industry.

The Board concluded that future allocations of BIA funds should be prioritized for tourism marketing and destination development initiatives that are directly tied to overnight hotel stays and generate measurable visitor impact to the benefit of the assessed lodging businesses. Travel Costa Mesa remains committed to directing BIA assessment funds toward initiatives that benefit the City of Costa Mesa's hotel industry.

Sincerely,

A handwritten signature in cursive script, appearing to read "LFries", written in blue ink.

**Paulette Lombardi-Fries**  
President  
Travel Costa Mesa



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-239

**Meeting Date:** 5/6/2025

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**TITLE:**

**APPEAL OF THE PLANNING COMMISSION'S DECISION TO UPHOLD THE DIRECTOR OF DEVELOPMENT SERVICES DETERMINATION THAT CONDITIONAL USE PERMIT (CUP) PA-21-23 TO ESTABLISH A CANNABIS STOREFRONT LOCATED AT 1687 ORANGE AVENUE (DBA KING'S CREW) HAS EXPIRED**

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

**PRESENTED BY: GABRIEL VILLALOBOS, ASSISTANT PLANNER**

**CONTACT INFORMATION: GABRIEL VILLALOBOS, ASSISTANT PLANNER, (714) 754-5610**

**RECOMMENDATION:**

Staff recommends the City Council:

1. Find that the appeal is not subject to the California Environmental Quality Act (CEQA) per California Public Resources Code Section 15268.
2. Uphold the Director of Development Services determination that Conditional Use Permit (CUP) PA-21-23 has expired pursuant to Costa Mesa Municipal Code Sections 13-29(k)(2) and CUP Condition of Approval No. 2.



## Agenda Report

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**Item #: 25-239**

**Meeting Date: 5/6/2025**

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**TITLE: APPEAL OF THE PLANNING COMMISSION'S DECISION TO UPHOLD THE DIRECTOR OF DEVELOPMENT SERVICES DETERMINATION THAT CONDITIONAL USE PERMIT (CUP) PA-21-23 TO ESTABLISH A CANNABIS STOREFRONT LOCATED AT 1687 ORANGE AVENUE (DBA KING'S CREW) HAS EXPIRED**

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

**PRESENTED BY: GABRIEL VILLALOBOS, ASSISTANT PLANNER**

**CONTACT INFORMATION: GABRIEL VILLALOBOS, ASSISTANT PLANNER, (714) 754-5610**

**RECOMMENDATION:**

Staff recommends the City Council:

1. Find that the appeal is not subject to the California Environmental Quality Act (CEQA) per California Public Resources Code Section 15268.
2. Uphold the Director of Development Services determination that Conditional Use Permit (CUP) PA-21-23 has expired pursuant to Costa Mesa Municipal Code Sections 13-29(k)(2) and CUP Condition of Approval No. 2.

**APPLICANT OR AUTHORIZED AGENT:**

The applicant/authorized agent is Dan Thompson on behalf of Gold Flora Partners Costa Mesa LLC and the property owner, Orange Ave Investors, LLC.

**BACKGROUND:**

***CUP PA-21-23***

Pursuant to Costa Mesa Municipal Code (CMMC) Sections 9-494 and 13-200.93(c)(1), a conditional use permit (CUP) is required for the establishment of cannabis retail storefronts in Costa Mesa. On September 12, 2022, the Planning Commission approved CUP PA-21-23 and Resolution No. PC-2022-22, to allow the establishment of a retail cannabis storefront at 1687 Orange Avenue (DBA King's Crew), subject to conditions of approval and local and State regulations. The commercial building was previously occupied by La Cresta Cleaners (dry cleaner). Although no additional floor area was proposed to the existing commercial building, the project included both interior and exterior upgrades. Project components also included site landscaping, providing eight offsite parking spaces at the adjacent shopping center, a bike rack and an employee shuttle service from a parking lot located at the business's nearby headquarters.

Image 1 – Offsite Parking Location



The subject property is located on the south side of East 17<sup>th</sup> Street near the intersection of East 17<sup>th</sup> Street and Orange Avenue. The site is zoned C1 (Local Business District) and is surrounded by other commercially zoned properties (C1, C2 - General Business District, C1-S - Shopping Center District, and PDC - Planned Development Commercial). The site has a General Plan Land Use Designation of General Commercial. Existing development on the subject property consists of a 2,778-square-foot single-story commercial building with five surface parking spaces. Access to the site is provided by an existing 18-foot-wide driveway from Orange Avenue. Existing businesses in the surrounding commercial centers consist of a variety of restaurants/bars, grocery stores, pharmacies, massage and beauty parlors, general retail, medical and general offices, fitness gym, automotive repair, and gas stations. The nearest residentially zoned properties (R2-HD; Multi-Family Residential High Density and R3; Multi-Family Residential District) are located to the south approximately 300 feet away from the subject property.

Image 2 – Street View Site Picture



A detailed description of the previously approved use is provided in the September 12, 2022, Planning Commission Agenda Report linked below. The meeting minutes and video are also linked below.

Report: <https://costamesa.legistar.com/LegislationDetail.aspx?ID=5821813&GUID=E1045B22-9047-49D5-BE43-C021EDE9D246>

Minutes: <https://costamesa.legistar.com/View.ashx?M=M&ID=922029&GUID=E44B3DAD-8712-4445-B48D-F06CC6EE4B4B>

Video: [https://costamesa.granicus.com/player/clip/3899?view\\_id=14&redirect=true](https://costamesa.granicus.com/player/clip/3899?view_id=14&redirect=true)

On May 1, 2023, an application for building permits for the subject project was submitted (BC23-00238). There were four rounds of Building Department reviews between May 2023 and April 2024 to address needed corrections. On May 17, 2024, the Building Division informed the applicant that the building permit was ready to be issued and a “clean” set of plans for final stamping and payment of fees was needed for final permit issuance. On July 31, 2024, the Building Division again contacted the applicant and requested a clean set of plans for approval stamps and building permit issuance. The applicant did not provide the final set of plans for stamping and the building permit was never issued.

### **CUP Time Limits and Extensions**

CUP Resolution Condition of Approval No. 2, which follows the language of CMMC Section 13-29(k), states:

*“Approval of the planning/zoning application is valid for two years from the effective date of this approval and will expire at the end of that period unless the applicant establishes the use by one of the following actions:*

- 1) A building permit has been issued and construction has commenced, and has continued to maintain a valid building permit by making satisfactory progress as determined by the Building Official; or*
- 2) A certificate of occupancy has been issued; or*
- 3) The use is established and a business license has been issued.*

*A time extension can be requested no less than thirty (30) days or more than sixty (60) days before the expiration date of the permit and submitted with the appropriate fee for review to the Planning Division. The Director of Development Services may extend the time for an approved permit or approval to be exercised up to 180 days subject to specific findings listed in Title 13, Section 13-29 (k)(6). Only one request for an extension of 180 days may be approved by the Director. Any subsequent extension requests shall be considered by the original approval authority”.*

The CMMC and CUP Condition of Approval No. 2 allows the applicant to, before the two-year expiration of the permit, request a time extension of up to 180 days, subject to the Director of Development Services approval and specific findings in CMMC 13-29(k)(6), and also allows a subsequent time extension to be approved by the Planning Commission if needed for time beyond the aforementioned 180 days and initial two-year period. Neither the applicant nor anyone acting on their behalf filed a

written CUP extension of time, nor met any of the three aforementioned requirements to establish the use pursuant to CMMC 13-29(k)(2)(b). In addition, CUP Condition of Approval No. 2 states that approval of the planning/zoning application is valid for two years from the effective date of the approval and will expire at the end of that period unless the applicant establishes the use pursuant to CMMC 13-29(k)(2)(b). Therefore, on September 19, 2024, Conditional Use Permit Application PA-21-23 expired. On December 2, 2024, the City issued a notice of expiration to the applicant. In reviewing the notice of expiration, the City Attorney's office included information on appealing the City's determination of expiration and to giving the applicant an opportunity to share additional information on the factors leading to the expiration. The notice indicated that any appeal must be filed by 5:00 p.m. on December 9, 2024.

### ***Appeal of Staff Decision to Planning Commission***

On December 9, 2024, Laurie Holcomb (an owner of Gold Flora Partners Costa Mesa LLC), filed an appeal of the City's determination that the CUP had expired. The reasons for requesting appeal was stated as:

*“Additional time is needed to address Southern California Edison’s comments regarding the power distribution to the building. SCE originally indicated that they would be replacing the pole transformer to accommodate the project. After further discussion, SCE changed their position and will be keeping the existing transformer with modifications. As a result, our current plans cannot be used and we will need to revise most of the existing circuits, lighting schedule, single line diagram and the pane schedule”.*

Pursuant to CMMC Section 2-300, Appeal and Review Procedure, “the purpose of this chapter is to provide an orderly and fair method of appeal and review of decisions of the staff, committees, commissions and council of the City”. The City's appeal procedures also require that a decision on “planning matters” pursuant to Title 13 be made by the Planning Commission (CMMC Section 2-309(2)). The City Attorney determined that the CUP expiration is a “planning matter” and subject to appeal.

The appeal was heard by the Planning Commission on February 24, 2025, after a continuation was granted by the Planning Commission from a previous hearing date scheduled on February 10, 2025. As discussed further below, the Planning Commission upheld the staff determination that the CUP PA-21-23 had expired on a 6-0-1 vote, with Commissioner Dickson absent. On February 27, 2025, the applicant submitted an appeal of the Planning Commission decision to be reviewed by the City Council.

### ***Planning Commission Decision***

On February 24, 2025, the Planning Commission reviewed the applicant's appeal of the staff determination that the subject application had expired. After receiving staff's presentation and recommendation, the Planning Commission asked questions of staff and then opened the public hearing. The applicant spoke on the appeal request and the Planning Commission subsequently asked questions of the applicant/appellant. After Commission deliberations, Commissioner Zich made a motion to find that the appeal is not subject to CEQA per California Public Resources Code Section 15268, and to uphold the staff determination that the Conditional Use Permit PA-21-23 had expired. The motion was seconded by Commissioner Martinez. Commissioner Zich further stated that the Condition of Approval No. 2 was clear in establishing the expiration date and no information was presented by the applicants

to support overturning the expiration determination made by staff. Commissioner Martinez expressed that while unfortunate, the Planning Commission was not a policy setting body and must adhere to the City's Municipal Code.

The final Resolution reflecting the February 24, 2025, Planning Commission action is provided as Attachment 3 to this report. The Planning Commission staff report and meeting minutes are provided as Attachments 4 and 5 respectively. The Planning Commission staff report, attachments and meeting video are provided at the links below:

- Planning Commission Staff Report and Attachments:  
<https://costamesa.legistar.com/LegislationDetail.aspx?ID=7144850&GUID=760F888B-B2F1-4CEA-B6AD-9C2E0C1E93C9>
- Planning Commission Meeting Video:  
[https://costamesa.granicus.com/player/clip/4216?view\\_id=14&redirect=true](https://costamesa.granicus.com/player/clip/4216?view_id=14&redirect=true)

### ***Public Comment***

No public comment letters opposing/supporting the requested appeal were submitted to the City prior to the Planning Commission meeting. During the public hearing, there were also no speakers in opposition or support of the appeal. The applicants' consultants spoke on behalf of the project.

### **ANALYSIS:**

#### ***Appeal of the Planning Commission's Determination***

On February 27, 2025, the applicant (Gold Flora Partners Costa Mesa, LLC) filed an appeal of the Planning Commission's decision to uphold the staff determination that the CUP had expired. (The appeal application is included as Attachment 2 to this report.) The appeal application noted the following reason for the appeal:

*"We are requesting time to update, process and value engineer the construction drawings per the direction of Southern California Edison and the City of Costa Mesa Water District".*

Similar to the original staff determination appeal, the applicant's above assertion (reason for appeal) is not relevant to the matter of permit expiration. Since the applicant did not file an extension of time, the CMMC deems the permit expired. Importantly, the CMMC does not provide any mechanism to re-activate a land use permit after expiration; except, the submittal of a new CUP application. Pursuant to CMMC Section 13-29(k)(7), "after the expiration of the permit or approval, no further work shall be done on the site and no further use of the site shall occur until a new permit or approval, or other city permits or approvals are first obtained."

The City Council's review of this matter is generally limited to whether the staff determination is consistent with the applicable CMMC sections and project conditions of approval. Essentially, "did the applicant submit a timely request for a time extension". If the City Council cannot determine that an extension of time was filed, then the City Council should uphold the staff determination and the Planning Commission confirmation that the CUP application, pursuant to the CMMC, has expired.

**City Council “De Novo” Hearing**

Pursuant to CMMC Chapter 9, Appeal and Review Procedures, the City Council shall conduct a new or “*de novo*” review of the matter. The City Council may exercise its independent judgment and discretion in making a decision, and the appeal hearing is not limited to the grounds stated for the review or the evidence that was previously presented to the Planning Commission. The City Council’s decision on the matter is the final decision.

**ENVIRONMENTAL DETERMINATION:**

As described in the September 12, 2022, Agenda Report and Resolution No. 2022-22, the proposed cannabis storefront use is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301 (Class 1), Existing Facilities. The determination that a CUP has expired is a “ministerial” decision and is not subject to CEQA pursuant to California Public Resources Code Section 21068.

**ALTERNATIVES:**

The City Council can consider the following decision alternatives:

1. Uphold the Planning Commission decision – The City Council may adopt the attached Resolution which upholds the Planning Commission's decision that the entitlement for the cannabis storefront has expired; or
2. Uphold the Planning Commission decision subject to conditions and/or modifications – As a “*de novo*” review, the City Council may uphold the Planning Commission's decision with specific project changes/modifications that are necessary to address City Council concerns; or
3. Continue the item – The City Council may continue the item to a future meeting to allow for modifications or additional analysis; or
4. Overturn the Planning Commission’s project expiration determination – If the City Council believes that the project has not expired, the City Council may direct staff to prepare a Resolution reflecting the City Council’s findings.

**FISCAL REVIEW:**

There are no fiscal impacts to the Fiscal Year 2024-25 City Budget.

**LEGAL REVIEW:**

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

**PUBLIC NOTICE:**

Pursuant to CMMC Section CMMC 2-308 (*Notice of Appeal or Review*), notice of the hearing for the appeal or review shall be given in the same manner as any required notice for the hearing at which the decision subject to the appeal or review was made. As provided with the original Planning Commission review, pursuant to CMMC Section 13-29(d), three types of public notification have been completed no less than 10 days prior to the date of the public hearing:

1. Mailed notice. A public notice was mailed to all property owners and occupants within a 500-foot radius of the project site on Wednesday, April 23, 2025. The required notice radius is measured from the external boundaries of the property.
2. On-site posting. A public notice was posted on each street frontage of the project site on Thursday, April 24, 2025.
3. Newspaper publication. A public notice was published once in the Daily Pilot newspaper on Friday, April 25, 2025.

Any public comments received prior to the May 6, 2025, City Council meeting, may be viewed at this link: [CITY OF COSTA MESA - Calendar \(legistar.com\)](https://legistar.com/CITY_OF_COSTA_MESA_Calendar)

**CITY COUNCIL GOALS AND PRIORITIES:**

This item is administrative and therefore is not applicable to City Council goals and priorities.

**CONCLUSION:**

Land use and building permit expirations serve to ensure that construction projects are completed within a reasonable timeframe, preventing prolonged commercial vacancies and disruptions to the community by prompting project owners to actively progress and finish their work, rather than letting projects linger indefinitely. Permit expirations also assist in maintaining safety standards by requiring re-evaluation of the project if significant time passes without substantial progress. Both the CMMC and the project conditions of approval include specific regulations related to expiration of the subject permit. Included in these regulations, time extensions are permitted; however, neither the applicant nor anyone acting on their behalf requested a CUP extension and therefore both the City staff and the Planning Commission determined the land use permit expired pursuant to the CMMC.

**RESOLUTION NO. 2025-xx****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, UPHOLDING THE DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES DETERMINATION THAT CONDITIONAL USE PERMIT PA-21-23 TO ESTABLISH A CANNABIS STOREFRONT LOCATED AT 1687 ORANGE AVENUE (KING'S CREW) HAS EXPIRED**

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

WHEREAS, appeal application PAPL-25-0001 was filed by Laurie Holcomb, representing Gold Flora Partners Costa Mesa LLC, and the property owner, Orange Ave Investments, LLC, requesting an appeal of the Director of Development Services determination that Conditional Use Permit PA-21-23 to operate a cannabis retail storefront business within an existing 2,778-square-foot commercial building located at 1687 Orange Avenue has expired;

WHEREAS, a duly noticed public hearing was held by the Planning Commission on September 12, 2022 with all persons having the opportunity to speak for and against the Conditional Use Permit, and the project was approved by the Planning Commission on a 5-2 vote;

WHEREAS, Costa Mesa Municipal Code Section 13-29(k)(2)(a) and Condition of Approval No. 2, approval of the planning application is valid for two years from the effective date and expires at the end of that period unless the applicant establishes the use by one of the following actions: 1) a building permit has been issued and construction has commenced, and has continued to maintain a valid building permit by making satisfactory progress as determined by the Building Official, 2) a certificate of occupancy has been issued, or 3) the use is established and a business license has been issued;

WHEREAS, as of September 20, 2024, two years passed from the effective date of the CUP, and the application expired as none of the required actions for extension or establishing the use were taken, nor has the applicant filed for an extension of time;

WHEREAS, the City issued a Notice of Expiration on December 2, 2024;

WHEREAS, an appeal of the Director of Development Services determination of the expiration of the CUP was filed on December 9, 2024;

WHEREAS, a duly noticed public hearing was held by the Planning Commission on February 24, 2025 with all persons having the opportunity to speak for and against the appeal, and the appeal was denied by the Planning Commission on a 6-0-1 vote;

WHEREAS, the determination that a Conditional Use Permit has expired based on standard applicable regulations of the Costa Mesa Municipal Code (CMMC) and project conditions of approval is a “ministerial” decision and is therefore exempt from the California Environmental Quality Act pursuant to California Public Resources Code Section 15268;

WHEREAS, an appeal of the Planning Commission’s decision to uphold the Director of Economic and Development Services determination that Conditional Use Permit PA-21-23 has expired was filed on February 27, 2025;

WHEREAS, a duly noticed public hearing was held by the City Council on April 15, 2025 with all persons having the opportunity to speak for and against the appeal;

NOW, THEREFORE, based on applicable evidence in the record, project conditions of approval and regulations pursuant to the Cost Mesa Municipal Code, the City Council hereby **DENIES** the appeal and upholds the Director of Economic and Development Services determination that Conditional Use Permit PA-21-23 expired.

BE IT FURTHER RESOLVED that if any section, division, sentence, clause, phrase or portion of this resolution, or the document in the record in support of this resolution, are for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

**PASSED AND ADOPTED this 6<sup>th</sup> day of May, 2025.**

\_\_\_\_\_  
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 6<sup>th</sup> day of May 2025, 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 7<sup>th</sup> day of May 2025.

\_\_\_\_\_  
Brenda Green, City Clerk

RECEIVED  
CITY CLERK

25 FEB 27 AM 11:43

CITY OF COSTA MESA  
BY ST



City of Costa Mesa

Appeal of Planning Commission Decision:  
\$1,220.00 (Tier 1)<sup>1</sup>  
\$3,825.00 (Tier 2)<sup>2</sup>

Appeal of Non-Planning Commission Decision:  
\$690.00 (Tier 1)<sup>1</sup>  
\$3,825.00 (Tier 2)<sup>2</sup>

APPLICATION FOR APPEAL OR REVIEW

Applicant Name\* Gold Flora Partners Costa Mesa, LLC (Kings Crew Costa Mesa)  
Address 3165 Red Hill Ave, Costa Meas, CA  
Phone 949-252-1908 ext 300

REQUEST FOR:  APPEAL  REVIEW\*\*

Decision of which appeal or review is requested: (give application number, if applicable, and the date of the decision, if known.)

Conditional Use Permit PA-21-23, 1687 Orange Ave, Costa mesa CA  
Planning Commission/Appeal of the Directors of Development Services 25-196 decision

Decision by: Planning Commission

Reasons for requesting appeal or review:

Appeal of the Planning Commission decision to uphold the Planning Staff's determination that CUP-21-23 has expired on September 19, 2025. We are requesting time to update, process and value engineer the construction drawings per the direction of Southern California Edison and City of Costa Mesa Water District.

Date: 2-27-2025

Signature:

<sup>1</sup>If you are serving as the agent for another person, please identify the person you represent and provide proof of authorization.  
<sup>2</sup>\*\*Review may be requested only by the City Council or City Council Member.

For office use only – do not write below this line

SCHEDULED FOR THE CITY COUNCIL/PLANNING COMMISSION MEETING OF:  
If appeal or review is for a person or body other than City Council/Planning Commission, date of hearing of appeal or review

Updated April 2020

<sup>1</sup> Includes owners and/or occupants of a property located within 500 feet of project site (excluding owners and/or occupants of the project site).

<sup>2</sup> Includes the project applicant, owners and/or occupants of the project site, and owners and/or occupants of a property located greater than 500 feet from the project site.

## RESOLUTION NO. PC-2025-04

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA, TO DENY THE APPEAL AND UPHOLD THE DIRECTOR OF DEVELOPMENT SERVICES DETERMINATION THAT CONDITONAL USE PERMIT APPLICATION PA-21-23 FOR A RETAIL CANNABIS STOREFRONT BUSINESS LOCATED AT 1687 ORANGE AVENUE (KING'S CREW) HAS EXPIRED**

THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS AND DECLARES AS FOLLOWS:

WHEREAS, appeal application PAPL-25-0001 was filed by Laurie Holcomb, representing Gold Flora Partners Costa Mesa LLC, and the property owner, Orange Ave Investments, LLC, requesting an appeal of the Director of Development Services determination that Conditional Use Permit PA-21-23 to operate a cannabis retail storefront business within an existing 2,778-square-foot commercial building located at 1687 Orange Avenue has expired;

WHEREAS, a duly noticed public hearing was held by the Planning Commission on September 12, 2022 with all persons having the opportunity to speak for and against the Conditional Use Permit, and the project was approved by the Planning Commission on a 5-2 vote;

WHEREAS, Costa Mesa Municipal Code Section 13-29(k)(2)(a) and Condition of Approval No. 2, states that the approval of the planning application is valid for two years from the effective date and expires at the end of that period unless the applicant establishes the use by one of the following actions: 1) a building permit has been issued and construction has commenced, and has continued to maintain a valid building permit by making satisfactory progress as determined by the Building Official, 2) a certificate of occupancy has been issued, or 3) the use is established and a business license has been issued;

WHEREAS, as of September 20, 2024, two years passed from the effective date of the CUP, and the application expired as none of the required actions for extension or establishing the use were taken, nor has the applicant filed for an extension of time;

WHEREAS, the City issued a Notice of Expiration on December 2, 2024;

WHEREAS, an appeal of the Director of Development Services determination of the expiration of the CUP was filed on December 9, 2024;

WHEREAS, a duly noticed public appeal hearing was held by the Planning Commission on February 10, 2025 with all persons having the opportunity to speak for and against the appeal;

WHEREAS, the determination that a Conditional Use Permit has expired based on standard applicable regulations of the Costa Mesa Municipal Code (CMMC) and project conditions of approval is a “ministerial” decision and is therefore exempt from the California Environmental Quality Act pursuant to California Public Resources Code Section 15268;

NOW, THEREFORE, based on applicable evidence in the record, project conditions of approval and regulations pursuant to the Cost Mesa Municipal Code, the Planning Commission hereby **DENIES** the appeal and upholds the Director of Development Services determination that Conditional Use Permit PA-21-23 is expired.

BE IT FURTHER RESOLVED that if any section, division, sentence, clause, phrase or portion of this resolution, or the document in the record in support of this resolution, are for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

**PASSED AND ADOPTED this 10th day of February, 2025.**



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Jeffrey Harlan, Chair  
Costa Mesa Planning Commission

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

I, Scott Drapkin, Secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution No. PC-2025-04 was passed and adopted at a regular meeting of the City of Costa Mesa Planning Commission held on February 10, 2025 by the following votes:

AYES: Harlan, Zich, Andrade, Klepack, Martinez, Rojas

NOES: None

ABSENT: Dickson

ABSTAIN: None



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Scott Drapkin, Secretary  
Costa Mesa Planning Commission



# PLANNING COMMISSION AGENDA REPORT

MEETING DATE: February 24, 2025

ITEM NUMBER: PH-2

**SUBJECT: APPEAL OF THE DIRECTOR OF DEVELOPMENT SERVICES DETERMINATION THAT CONDITIONAL USE PERMIT PA-21-23 TO ESTABLISH A CANNABIS STOREFRONT LOCATED AT 1687 ORANGE AVENUE (KING'S CREW) HAS EXPIRED**

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

**PRESENTATION BY: GABRIEL VILLALOBOS, ASSISTANT PLANNER**

**FOR FURTHER INFORMATION CONTACT: GABRIEL VILLALOBOS  
714-754-5610**

**GABRIEL.VILLALOBOS@costamesaca.gov**

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## **RECOMMENDATION:**

Staff recommends the Planning Commission adopt a Resolution to:

1. Find that the appeal is not subject to the California Environmental Quality Act per California Public Resources Code Section 15268; and
2. Uphold the Director of Development Services determination that Conditional Use Permit PA-21-23 has expired pursuant to Costa Mesa Municipal Code Sections 13-29(k)(2) and Conditional Use Permit Condition of Approval No. 2.

## **APPLICANT OR AUTHORIZED AGENT:**

The applicant/authorized agent is Laurie Holcolmb on behalf of Gold Flora Partners Costa Mesa LLC and the property owner, Orange Ave Investors, LLC.

## **BACKGROUND:**

Pursuant to Costa Mesa Municipal Code (CMMC) Sections 9-494 and 13-200.93(c)(1), a conditional use permit (CUP) is required for the establishment of cannabis retail storefronts in Costa Mesa. On September 12, 2022, by a vote of 5-2, the Planning Commission approved CUP PA-21-23 and Resolution No. PC-2022-22, to allow the establishment of a retail cannabis storefront at 1687 Orange Avenue, subject to conditions of approval and local and State regulations.

A detailed description of the proposed use is provided in the September 12, 2022, Planning Commission Agenda Report linked below. The meeting minutes and video are also linked below.

- [September 12, 2022 Planning Commission Agenda Report](#)
- [September 12, 2022 Planning Commission Minutes](#)
- [September 12, 2022 Planning Commission Video](#)

As described further below, Section 13-29(k)(2)(a) of the CMMC and project Resolution Condition of Approval No. 2 establishes an expiration date of two years from the effective date of the CUP approval if specific actions by the applicant have not occurred. If the actions have not occurred and/or not expected to occur timely, the CMMC also permits an extension of time process based on the filing by the applicant a written request for an extension of time. The applicant did not file for an extension of time and on September 19, 2024, the application expired pursuant to the CMMC and a project condition of approval.

### ***Public Hearing Continuation***

On February 10, 2025, a Planning Commission public hearing was held which included this item on the agenda. Prior to the hearing date, the applicant requested a continuance of the item to allow for additional time to research records and correspondences to staff regarding the permit expiration. The Planning Commission approved the request for continuation to the February 24, 2025, Planning Commission hearing by a vote of 7-0. As of the date this report was written, staff has not received any additional applicant submittal/information.

## **ANALYSIS**

### ***Application for Appeal***

Pursuant to CMMC Section 2-300 (Appeal and Review Procedure), “the purpose of this chapter is to provide an orderly and fair method of appeal and review of decisions of the staff, committees, commissions and council of the City”. The City’s appeal

procedures also requires that a decision on planning matters pursuant to Title 13 shall be made by the Planning Commission.

On December 9, 2024, Laurie Holcomb, an owner of Gold Flora Partners Costa Mesa LLC, filed an appeal of the City's planning mater decision that the CUP had expired; provided as Attachment 2 to this report. The "reasons for requesting appeal" was stated as:

*"Additional time is needed to address Southern California Edison's comments regarding the power distribution to the building. SCE originally indicated that they would be replacing the pole transformer to accommodate the project. After further discussion, SCE changed their position and will be keeping the existing transformer with modifications. As a result, our current plans cannot be used and we will need to revise most of the existing circuits, lighting schedule, single line diagram and the pane schedule".*

### **Time Limits and Extensions**

Project Resolution Condition of Approval No. 2, which follows the language of CMMC Section 13-29(k), states:

*Approval of the planning/zoning application is valid for two years from the effective date of this approval and will expire at the end of that period unless the applicant establishes the use by one of the following actions:*

- 1) A building permit has been issued and construction has commenced, and has continued to maintain a valid building permit by making satisfactory progress as determined by the Building Official; or*
- 2) A certificate of occupancy has been issued; or*
- 3) The use is established and a business license has been issued.*

*A time extension can be requested no less than thirty (30) days or more than sixty (60) days before the expiration date of the permit and submitted with the appropriate fee for review to the Planning Division. The Director of Development Services may extend the time for an approved permit or approval to be exercised up to 180 days subject to specific findings listed in Title 13, Section 13-29 (k)(6). Only one request for an extension of 180 days may be approved by the Director. Any subsequent extension requests shall be considered by the original approval authority.*

An application for building permits for the subject project was originally submitted on May 1, 2023, under application BC23-00238. There were four rounds of Building Department review between May 2023 and April 2024 to address the City's corrections.

On May 17, 2024, the Building Technician requested a “clean” set of plans for final stamping (approval). On July 31, 2024, the Building Technician again requested a clean set of plans for final approval. The applicant did not provide the final set of plans for stamping and the building permit fees have not been paid in full.

As indicated above, the CMMC and project Condition of Approval No. 2 allows the applicant to, before the two-year expiration of the permit, request a time extension of up to 180 days subject to the Director of Development Services approval and specific findings in CMMC 13-29(k)(6), and also allows a subsequent time extension to be approved by the Planning Commission if needed for time beyond the aforementioned 180 days and initial two-year period. The applicant nor anyone acting on their behalf filed a written CUP extension of time, nor met any of the three requirements to establish the use pursuant to CMMC 13-29(k)(2)(b) and Condition of Approval No. 2. Therefore, on September 19, 2024, Conditional Use Permit Application PA-21-23 expired, and on December 2, 2024, the City issued a notice of expiration to the applicant.

### **GENERAL PLAN CONFORMANCE**

As described in the September 12, 2022, Agenda Report, the proposed use is consistent with the City of Costa Mesa 2015-2035 General Plan.

### **ENVIRONMENTAL DETERMINATION**

As described in the September 12, 2022, Agenda Report and Resolution No. 2022-22, the proposed cannabis storefront use is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301 (Class 1), Existing Facilities.

The determination that a CUP has expired is a “ministerial” decision and is not subject to the California Environmental Quality Act pursuant to California Public Resources Code Section 21068.

### **LEGAL REVIEW**

The draft Resolution has been approved as to form by the City Attorney’s Office.

### **PUBLIC NOTICE**

Pursuant to CMMC Section CMMC 2-308 (*Notice of Appeal or Review*), notice of the hearing for the appeal or review shall be given in the same manner as any required notice for the hearing at which the decision subject to the appeal or review was made. As provided with the original Planning Commission review, pursuant to CMMC Section 13-29(d), three types of public notification have been completed no less than 10 days prior to the date of the public hearing:

1. Mailed notice. A public notice was mailed to all property owners and occupants within a 500-foot radius of the project site. The required notice radius is measured from the external boundaries of the property.
2. On-site posting. A public notice was posted on each street frontage of the project site.
3. Newspaper publication. A public notice was published once in the Daily Pilot newspaper.

As of this report, no written public comments have been received. Any public comments received prior to the February 10, 2025, Planning Commission meeting will be provided separately.

## **CONCLUSION**

Land use and building permit expirations serve to ensure that construction projects are completed within a reasonable timeframe, preventing prolonged disruptions to the community by prompting project owners to actively progress and finish their work, rather than letting projects linger indefinitely. Permit expirations also assist in maintaining safety standards by requiring re-evaluation of the project if significant time passes without substantial progress.

Both the CMMC and the project conditions of approval include specific regulations related to expiration of the subject permit. Included in these regulations, time extensions are permitted; however, the applicant nor anyone acting on their behalf requested a CUP extension and therefore the land use permit expired pursuant to the CMMC.

The applicant asserts that the “reason for requesting appeal” is due to project development issue related to project associated “power distribution to the building”; however, this “reason” is not relevant to the matter of permit expiration. Since the applicant did not file an extension of time, the CMMC requires that the permit be expired. Importantly, the CMMC does not provide any mechanism to re-activate a land use permit after expiration; except, the re-submittal of a new application. Pursuant to CMMC Section 13-29(k)(7), “after the expiration of the permit or approval, no further work shall be done on the site and no further use of the site shall occur until a new permit or approval, or other city permits or approvals are first obtained”.

The Planning Commission review of this matter is generally limited to if the Director of Development Services determination is consistent with the applicable CMMC sections and project conditions of approval. Essentially, “did the applicant submit a request for a time extension”. If the Planning Commission cannot determine that an extension of time was filed, than the Planning Commission should uphold the Director of Development Services determination that the CUP application pursuant to the CMMC is expired.

## **ATTACHMENTS**

1. Draft Resolution
2. Appeal Application
3. Notice of Expiration of CUP
4. Request for Continuation



**REGULAR PLANNING COMMISSION  
MONDAY, FEBRUARY 24, 2025 - MINUTES**

**CALL TO ORDER** - The Regular Planning Commission Meeting was called to order by Chair Jeffery Harlan at 6:00 p.m.

**PLEDGE OF ALLEGIANCE TO THE FLAG** – Commissioner Klepack led the Pledge of Allegiance

**ROLL CALL**

Present: Chair Jefferey Harlan, Vice Chair Jon Zich, Commissioner Angely Andrade, Commissioner Karen Klepack, Commissioner David Martinez, Commissioner Johnny Rojas

Absent: Commissioner Robert Dickson

**ANNOUNCEMENTS AND PRESENTATIONS:** None.

**PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA:** None.

**PLANNING COMMISSIONER COMMENTS AND SUGGESTIONS:**

Commissioner Martinez announced that the City Council has approved a contract to begin the rezoning process, expressing hope for progress soon. He attended CicLAvia in Los Angeles, an event promoting non-vehicle transportation, and hopes Costa Mesa can host a similar event, as Irvine has already done. He highlighted upcoming events, including an Active Transportation Forum in Fullerton on February 27, the Costa Mesa Sanitary District Citizens Advisory Committee application deadline on March 4, and a Community Bike Skills Workshop on March 8 at Iglesia Harbor Church.

**CONSENT CALENDAR:**

**1. JULY 24, 2023 UNOFFICIAL MEETING MINUTES**

**MOVED/SECOND: ZICH/MARTINEZ**

**MOTION:** Approve the Regular meeting Minutes of July 24, 2023.

The motion carried by the following roll call vote:

Ayes: Chair Harlan, Vice Chair Zich, Commissioner Andrade, Commissioner Klepack, Commissioner Martinez, Commissioner Rojas, Commissioner Rojas

Nays: None

Absent: Commissioner Dickson

Abstained: None  
Motion carried: 6-0-1

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

**PUBLIC HEARINGS:**

Chair Harlan announced that staff requested a reordering of the agenda to hear Public Hearing item number 1 last and asked the Commission to make a motion to reorder the agenda accordingly.

**MOVED/SECOND: ZICH/Martinez**

**MOTION:** Reordering of the agenda to hear Public Hearing item number 1 last.

The motion carried by the following roll call vote:

Ayes: Chair Harlan, Vice Chair Zich, Commissioner Andrade, Commissioner Klepack, Commissioner Martinez, Commissioner Rojas, Commissioner Rojas

Nays: None

Absent: Commissioner Dickson

Abstained: None

Motion carried: 6-0-1

**2. APPEAL OF THE DIRECTOR OF DEVELOPMENT SERVICES DETERMINATION THAT CONDITIONAL USE PERMIT PA-21-23 TO ESTABLISH A CANNABIS STOREFRONT LOCATED AT 1687 ORANGE AVENUE (KING'S CREW) HAS EXPIRED**

Two ex-parte communication reported by Vice Chair Zich and Commissioner Rojas.

Gabriel Villalobos, Assistant Planner, presented the item.

During the discussion with staff, commissioners sought clarification on various aspects of the staff report, including the date it was written, details regarding the applicant's appeal, and information on Southern California Edison, which the applicant was present to address. Questions arose about the criteria for issuing building permits, certificates of occupancy, and business licenses, with staff explaining that a certificate of occupancy could be issued without a building permit in cases where no significant tenant improvements were required. The process of assessing and collecting fees was also discussed, with staff outlining that fees are initially assessed and later collected in various subsequent permit review stages. It was confirmed that applicants are generally responsible for tracking deadlines and requesting extensions, and that significant tenant improvements require a reissued certificate of occupancy. The applicant had agreed to the conditions of approval at the initial hearing (including the expiration requirements). Additionally, commissioners inquired about requests for clean sets of plans, which were confirmed to have been made via email, and it was verified that all relevant

departments had tentatively approved the plans, pending supplemental information and final clean sets for stamping.

The Chair opened the Public Hearing.

Commissioners questioned the applicant about project delays, focusing on why a request for a clean set of plans was not addressed. The applicant explained that Southern California Edison required electrical redesigns which took about two months to complete, delaying their ability to submit updated plans. They also cited challenges with securing an encroachment permit and communication gaps with city staff, including a planner's departure, which contributed to the delays. When asked if they had requested an extension, the applicant stated they had inquired about maintaining compliance with the 2020 building code but had not specifically sought an extension for the Conditional Use Permit, as they were unaware of its pending expiration. Commissioners also sought clarity on the timeline for final city-approved plans, which the applicant estimated would have required an additional three months after Edison's changes.

The Chair Opened for Public Comment.

**Public comment:**

No public Comments.

The Chair Closed Public Comment.

The Chair closed the Public Hearing and called for a motion.

**MOVED/SECOND: ZICH/MARTINEZ**

**MOTION:** Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Chair Harlan, Vice Chair Zich, Commissioner Andrade, Commissioner Klepack, Commissioner Martinez, Commissioner Rojas

Nays: None

Absent: Commissioner Dickson

Abstained: None

Motion carried: 6-0-1

**ACTION:** The Planning Commission adopt a Resolution to:

1. Find that the appeal is not subject to the California Environmental Quality Act per California Public Resources Code Section 15268; and
2. Uphold the Director of Development Services determination that Conditional Use Permit PA-21-23 has expired pursuant to Costa Mesa Municipal Code Sections 13-29(k)(2) and Conditional Use Permit Condition of Approval No. 2.

### **3. CONDITIONAL USE PERMIT PCUP-24-0011 FOR A RETAIL CANNABIS STOREFRONT BUSINESS WITH DELIVERY (“GREEN MART”) LOCATED AT 1912 HARBOR BOULEVARD**

Two ex-parte communications reported from Vice Chair Zich and Commissioner Andrade.

Chair Harlan recused himself due to a conflict of interest.

Michelle Halligan, Senior Planner presented the item.

Commissioners and staff discussed several aspects of the project, including floor plan accessibility, traffic/circulation, parking, cannabis delivery regulations, and broader land use policies. Concerns were raised about whether employees could move between restricted and public areas without exiting the building. Commissioners inquired about murals, with staff noting the applicant was considering a green wall at this time. Questions on traffic circulation focused on ensuring delivery vehicles would not obstruct bike lanes and whether store front deliver vehicles should have identifying markings, which staff confirmed is prohibited by state law. Parking concerns were raised regarding the placement of a bike rack, with staff clarifying that while its inclusion was required by condition of approval, bike rack design details were not specified. Bike rack design and other improvement details would be reviewed during the building permit plan check process. Commissioners also sought clarity on distinguishing between vendor deliveries and customer deliveries and concern was expressed regarding future parking impacts along Harbor boulevard due to AB 2097. The conversation shifted to broader cannabis storefront policies, such as how many additional applications are pending. Staff confirmed three additional CUP applications were pending and committed to provide updates on application statuses.

The Vice Chair opened the Public Hearing.

Commissioners sought clarification on how employees would move between the restricted access area and the retail sales area. The applicant explained that employees could access the retail space through a small pony wall with an unhinged opening near the cash registers. Additionally, a secure access door requiring a key card was located across from the restrooms, providing access to storage areas and other restricted sections. The discussion confirmed that both access points were designed to maintain security while allowing staff to assist customers as needed.

The Vice Chair opened for Public Comment.

**Public comment:**

Jill Welton, expressed strong opposition to the proposed dispensary, citing past negative experiences with an illegal cannabis business that operated on their property. Concerns included parking issues, littering, loitering, marijuana odor, and the presence of homeless individuals, which led to significant financial losses and tenant departures. She argued that the proposed dispensary could cause similar problems, especially given the existing cannabis businesses nearby, and emphasized concerns about the adjacent property owner's poor management and lack of maintenance, which they believed could further contribute to issues in the area.

Jane Flynn (adjacent property owner), expressed strong opposition to the proposed dispensary, citing past negative experiences with the applicant, whom they accused of repeatedly disregarding regulations in another city. She alleged that the applicant had previously misrepresented himself to secure a lease in Newport Beach, where he operated an unpermitted nightclub and adult filming studio, leading to multiple code violations and eventual eviction. Additionally, she noted that the applicant had a Conditional Use Permit revoked in Upland due to public safety concerns. Given this history and concerns over the adjacent property owner's lack of oversight, she urged the commission to deny the permit, warning of potential regulatory violations and negative impacts on the surrounding community.

Kendra Carney-Mayor, attorney representing a neighboring property owner, voiced strong opposition to the proposed dispensary, emphasizing concerns over enforcement, mitigation, and compatibility with surrounding businesses. She argued that the current conditions of approval defer mitigation until after issues arise, placing the burden on neighboring property owners and tenants to report problems. She requested additional conditions, such as a trigger for CUP review and potential revocation if multiple verified complaints are received, as well as an annual review incorporating community feedback. Concerns were also raised about parking, loading access, odor control, and inconsistencies in the project's design, including the lack of rear access and a fireplace inside the retail space. Given the applicant's alleged history of regulatory violations and concerns over the absentee landlord, they urged the commission to deny the permit or impose stricter conditions to ensure compliance and prevent future issues.

Lindsay LoBianco spoke in support of the proposed dispensary, praising the applicant's business acumen, problem-solving skills, and ability to drive growth and efficiency. She described the applicant as an innovator with a professional demeanor and emphasized their positive impact on both the company and the surrounding community.

Braley Conticcio, spoke in support of the applicant, highlighting his leadership, strategic thinking, and problem-solving abilities. She praised his ability to navigate challenges, drive business growth, and foster a positive work environment, emphasizing his integrity and professionalism.

The Vice Chair Closed Public Comment.

The Vice Chair closed the Public Hearing.

Commissioners questioned staff about security, background checks, site conditions, complaint tracking, and parking requirements. Staff confirmed that the floor plan would include a pony wall with controlled access and that applicant background checks focus on criminal and financial history but do not assess prior zoning code violations unless they resulted in criminal charges. Concerns about an existing fireplace were addressed, with staff explaining it would have to be inoperable and would be reviewed building permit during plan checks. Regarding parking, staff acknowledged that while state law AB 2097 prohibits minimum parking requirements, a condition of approval allows the city to work with businesses on mitigation strategies like delivery services and off-site employee parking if issues arise.

The Vice Chair Called for a motion.

Commissioner Martinez made the motion. Seconded by Commissioner Klepack.

Commissioner Martinez expressed support for the motion, referencing City Council's decision to allow up to 35 cannabis storefronts and noting the presence of several nearby bus routes, which minimized his concerns about parking. Commissioner Andrade opposed the motion, citing inconsistency with General Plan Land Use Policies LU-1.1 and LU-3.1. Vice Chair Zich stated he would support the motion and emphasized that the application complies with the city's ordinance. He acknowledged public concerns regarding parking, proximity to family-oriented businesses, overconcentration, safety, and clientele. He also noted that while the applicant's community involvement is appreciated, it does not influence the commission's decision under existing city policy.

**MOVED/SECOND: MARTINEZ/KLEPACK**

**MOTION:** Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Vice Chair Zich, Commissioner Klepack, Commissioner Martinez

Nays: Commissioner Andrade, Commissioner Rojas

Absent: Commissioner Dickson

Abstained: Chair Harlan

Motion carried: 3-2-1-1

**Action:** The Planning Commission adopt a Resolution to:

1. Find that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1) Existing Facilities; and

2. Approve Conditional Use Permit PCUP-24-0011 based on findings of fact and subject to the conditions of approval as contained in the Resolution.

The Vice Chair called for a break.

The Chair called the meeting back into order.

1. **A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL GIVE FIRST READING TO AN ORDINANCE TO AMENDING TITLE 13 OF THE COSTA MESA MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS TO CONFORM TO RECENT REVISIONS TO STATE LAW (CODE AMENDMENT PCTY-24-0002)**

No ex-parte communications

Chris Yeager, Senior Planner presented the item.

Commissioners and staff discussed regulations pertaining to Accessory Dwelling Units (ADUs), deed restrictions, and the City's role in promoting ADU development. Staff explained that while deed restrictions can be applied to Junior ADUs (JADUs), they are prohibited for standard ADUs under state law. Commissioners questioned how the City could enforce short-term rental restrictions on ADUs without deed restrictions, and staff clarified that this restriction was incorporated into the municipal code instead. Further discussion touched on why the City actively promotes ADUs in its housing element, with staff explaining that ADUs provide a quick and efficient way to increase affordable housing stock. Commissioners also raised concerns about ordinance language, noting that the government code section governing ADUs is repeatedly referenced as an exception, and suggested that City Council review the structure of the ordinance for clarity. Lastly, questions arose about the ability of homeowners' associations (HOAs) to prohibit ADUs, with staff stating that HOAs cannot prohibit ADUs.

No Public Comments.

Commissioner Andrade asked how the city plans to track and ensure that future ADU rentals are considered affordable for low- or middle-income households. Staff explained that the city has conducted a survey of previously approved ADUs to gather information on rental rates and tenant income levels, including cases where units are provided to family members for free. Additionally, the new ADU on-line permit process now includes a section requesting this information to help the city count these units toward its Regional Housing Needs Assessment (RHNA) goals.

**MOVED/SECOND: MARTINEZ/KLEPACK**

**MOTION:** Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Chair Harlan, Commissioner Andrade, Commissioner Klepack,  
Commissioner Martinez, Commissioner Rojas  
Nays: Vice Chair Zich,  
Absent: Commissioner Dickson  
Abstained: None  
Motion carried: 5-1-1

**OLD BUSINESS:** None.

**NEW BUSINESS:** None.

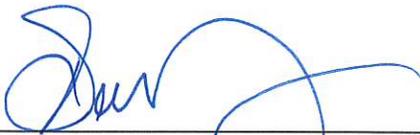
**REPORT - PUBLIC WORKS -** None.

**REPORT - DEVELOPMENT SERVICES -** None.

**REPORT - ASSISTANT CITY ATTORNEY -** None.

**ADJOURNMENT AT 8:29 PM**

Submitted by:



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SCOTT DRAPKIN, SECRETARY  
COSTA MESA PLANNING COMMISSION



December 2, 2024

Gold Flora Partners Costa Mesa, LLC  
 Greg Gamet  
 3165 Red Hill Avenue  
 Costa Mesa, CA 92626  
 greg@goldflora.com

Orange Ave Investors, LLC  
 250 Newport Center Drive, Suite 300  
 Newport Beach, CA 92660  
 jamie@dmpproperties.com

***Sent via USPS Certified Mail and Email***

Subject: Notice of Expiration of Conditional Use Permit PA-21-23, 1687 Orange Avenue

Dear Mr. Gamet;

This is a notice that Conditional Use Permit (CUP) PA-21-23, to allow a cannabis storefront use at 1687 Orange Avenue expired by operation of law on September 20, 2024, pursuant to the provisions of both Costa Mesa Municipal Code (CMMC) section 13-29(k) and the project conditions of the approval. The Costa Mesa Planning Commission approved the subject CUP by Resolution No. PC-2022-22 on September 12, 2022, which approval became effective on September 19, 2022. However, condition of approval (COA) No. 2, which follows the language of CMMC section 13-29(k), states:

Approval of the planning/zoning application is valid for two years from the effective date of this approval and will expire at the end of that period unless the applicant establishes the use by one of the following actions:

- 1) a building permit has been issued and construction has commenced, and has continued to maintain a valid building permit by making satisfactory progress as determined by the Building Official,
- 2) a certificate of occupancy has been issued, or
- 3) the use is established and a business license has been issued.

A time extension can be requested no less than 30 days or more than sixty (60) days before the expiration date of the permit and submitted with the appropriate fee for review to the Planning Division. The Director of Development Services may extend the time for an approved permit or approval to be exercised up to 180 days subject to specific findings listed in Title 13, Section 13-29 (k)(6). Only one request for an extension of 180 days may be approved by the Director. Any subsequent extension requests shall be considered by the original approval authority.

77 FAIR DRIVE, POST OFFICE BOX 1200, COSTA MESA CA. 92628-1200

Building Safety Division (714) 754-5273

Community Improvement Division (714) 754-5638

Housing & Community Development (714) 754-4870

Planning Division (714) 754-5245

[www.costamesaca.gov](http://www.costamesaca.gov)

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As of the date of this letter, neither you nor anyone acting on your behalf has timely requested a CUP extension, nor have any of the three requirements to establish the use pursuant to COA No. 2, and as required by CMMC section 12-29(k)(2)(b), been satisfied. Accordingly, pursuant to CMMC section 13-29(k), the subject CUP expired on September 20, 2024, and is therefore null, void and of no force and effect. Please be advised that pursuant to section 12-29(k)(7), no further work shall be done on the site and no further use of the site shall occur until a new permit or approval, or other city permits or approvals are first obtained.

*If you wish to appeal this determination, an appeal must be filed, accompanied by the appeal fee, with the City Clerk, 77 Fair Drive, Costa Mesa, CA before 5:00 p.m. on December 9, 2024, pursuant to the provisions of CMMC Title 2, Chapter IX, sections 2-300 to 2-314. Please contact the City Clerk's Office at 714-754-5225 if you have any questions.*

Sincerely,



Scott Drapkin

Assistant Development Services Director

Cc: Tarquin Preziosi, Esq., Assistant City Attorney

Enclosure - Copy of Resolution No. PC-2022-22 re: PA-21-23

**RESOLUTION NO. PC-2022-22**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA APPROVING PLANNING APPLICATION 21-23 FOR A STOREFRONT RETAIL CANNABIS BUSINESS (KING'S CREW) IN THE C1 ZONE AT 1687 ORANGE AVENUE**

THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA FINDS AND DECLARES AS FOLLOWS:

WHEREAS, in November 2020, the Costa Mesa voters approved Measure Q; which allows for storefront and non-storefront retail cannabis uses in commercially zoned properties meeting specific location requirements, and non-storefront retail cannabis uses in Industrial Park (MP) and Planned Development Industrial (PDI) zoned properties;

WHEREAS, on June 15, 2021, the City Council adopted Ordinance Nos. 21-08 and No. 21-09 to amend Titles 9 and 13 of the Costa Mesa Municipal Code (CMMC) to establish regulations for cannabis storefront and non-storefront uses;

WHEREAS, Planning Application 21-23 was filed by Greg Gamet with Gold Flora Costa Mesa LLC, authorized agent for the property owner, Orange Ave Investors LLC, requesting approval of the following:

A Conditional Use Permit to operate a storefront retail cannabis business within an existing 2,778-square-foot commercial building located at 1687 Orange Avenue. The business would sell pre-packaged cannabis and pre-packaged cannabis products directly to customers onsite, subject to conditions of approval and other City and State requirements;

WHEREAS, a duly noticed public hearing was held by the Planning Commission on September 12, 2022 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the project is exempt from the provisions of CEQA per Section 15301 (Class 1), for Existing Facilities, as described specifically in the staff report;

WHEREAS, the CEQA categorical exemption for this project reflects the independent judgement of the City of Costa Mesa.

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

I, Scott Drapkin, Secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution No. PC-2022-22 was passed and adopted at a regular meeting of the City of Costa Mesa Planning Commission held on September 12, 2022 by the following votes:

AYES: de Arakal, Zich, Ereth, Rojas, Toler

NOES: Russell, Vivar

ABSENT: None

ABSTAIN: None



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Scott Drapkin, Secretary  
Costa Mesa Planning Commission

Resolution No. PC-2022-22

## EXHIBIT A

### FINDINGS

- A. The proposed project complies with Costa Mesa Municipal Code Section 13-29(g)(2) because:

**Finding:** The proposed development or use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area.

**Facts in Support of Findings:** The subject site is located within a commercial zone (C1, Local Business District) where commercial development is specifically allowed to include retail storefronts. In addition, the property is located on one of the City's primary commercial corridors which is predominantly intended for commercial uses. Pursuant to the CMMC, cannabis retail storefronts are conditionally permitted uses in the City's commercial zones and are subject to extensive regulation (as specifically described in this report). These regulations are adopted to prevent land use inconsistencies with adjacent properties. Additionally, the proposed cannabis retail storefront use is not located within 1,000 feet of a K-12 school, playground, licensed child daycare, or homeless shelter, or within 600 feet of a youth center. All retail sales would take place underroof, no outdoor storage or sales are proposed nor would be allowed and operations would be conditioned to be compliant with applicable local and State laws as well as to minimize potential impacts. Staff does not anticipate that the proposed retail cannabis use would be materially detrimental to the adjacent uses that include a variety of commercial uses and multi-tenant commercial centers. The proposed offsite parking spaces would not negatively impact the adjacent commercial center's operations given that there is surplus parking available. Therefore, the retail cannabis use would be compatible with other properties within the area, and in compliance with local and State requirements.

**Finding:** Granting the conditional use permit will not be materially detrimental to the health, safety and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood.

**Facts in Support of Finding:** The proposed cannabis retail storefront use would follow safety measures detailed in a professionally-prepared security plan. The security plan was evaluated for compliance by the City's cannabis consultant, HdL. Measures designed to maintain safety at the site include, but are not limited to, at least one security guard would be onsite at all times and security devices shall be installed before operation. Examples of security devices include window and door alarms, motion-detectors, limited access areas, and a monitored video surveillance system covering all exterior

entrances, exits, and all interior limited access spaces. In addition, the business employees, and part-time staff, must pass a live scan background check and obtain an identification badge from the City. The conditions of approval include, but are not limited to, the aforementioned security measures to ensure that the use would not be materially detrimental to the health, safety and general welfare of the public or be otherwise injurious to property or improvements within the immediate neighborhood.

**Finding:** Granting the conditional use permit will not allow a use, density or intensity which is not in accordance with the general plan designation and any applicable specific plan for the property.

**Facts in Support of Finding:** The proposed retail use is located within an existing commercial building on a property that has a General Plan land use classification of "General Commercial." No additional square footage is proposed; therefore, approving the CUP would not increase site intensity. As stated in the General Plan Land Use Element, the City's commercial designations "accommodate the full range of commercial activity present and desired in Costa Mesa." The use is consistent with General Plan policies related to providing a mixture of commercial goods, services, and employment opportunities; expanding the City's tax base; and promoting the incubation of unique and specialized businesses.

- B. The project is categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15301 for the permitting and/or minor alteration of Existing Facilities, involving negligible or no expansion of the existing or prior use. This project site contains an existing commercial building that has been used for commercial activities and the application does not propose an increase in floor area or otherwise expand the prior commercial use. The project is consistent with the applicable General Plan land use designation and policies as well as with the applicable zoning designation and regulations.
- C. The project is subject to a traffic impact fee, pursuant to Chapter XII, Article 3 Transportation System Management, of Title 13 of the Costa Mesa Municipal Code.

## EXHIBIT B

### CONDITIONS OF APPROVAL

#### General

- Plng. 1. The use of this property as a cannabis storefront business shall comply with the approved plans and terms described in the resolution, these conditions of approval, and applicable sections of the Costa Mesa Municipal Code (CMMC). The Planning Commission may modify or revoke any planning application based on findings related to public nuisance and/or noncompliance with conditions of approval [Title 13, Section 13-29(o)].
2. Approval of the planning/zoning application is valid for two years from the effective date of this approval and will expire at the end of that period unless the applicant establishes the use by one of the following actions: 1) a building permit has been issued and construction has commenced, and has continued to maintain a valid building permit by making satisfactory progress as determined by the Building Official, 2) a certificate of occupancy has been issued, or 3) the use is established and a business license has been issued. A time extension can be requested no less than 30 days or more than sixty (60) days before the expiration date of the permit and submitted with the appropriate fee for review to the Planning Division. The Director of Development Services may extend the time for an approved permit or approval to be exercised up to 180 days subject to specific findings listed in Title 13, Section 13-29 (k) (6). Only one request for an extension of 180 days may be approved by the Director. Any subsequent extension requests shall be considered by the original approval authority.
3. No person may engage in any cannabis business or in any cannabis activity within the City including delivery or sale of cannabis or a cannabis product unless the person:
- Has a valid Cannabis Business Permit from the City;
  - Has paid all Cannabis Business Permit and all application fees and deposits established by resolution of the City Council, including annual Community Improvement Division inspection deposits;
  - Has obtained all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such cannabis business intends to operate;
  - Has obtained a City business license pursuant to Chapter I of the Municipal Code;
  - Is in compliance with all requirements of the Community Improvement Division regarding the property;
  - Has obtained any and all licenses required by State law and/or regulations; and
  - Has satisfied all CUP conditions of approval.

4. Any change in the operational characteristics of the use shall be subject to Planning Division review and may require an amendment to the Conditional Use Permit, subject to either Zoning Administrator or Planning Commission approval, depending on the nature of the proposed change.
5. No cultivation of cannabis is allowed anywhere on the premises.
6. The uses authorized by this Conditional Use Permit must be conducted in accordance with all applicable State and local laws, including, but not limited to compliance with the most current versions of the provisions of the California Code of Regulations that regulate the uses permitted hereby. Any violation thereof shall be a violation of the conditions of this permit and may be cause for revocation of this permit.
7. Except for operations allowed by this Conditional Use Permit and under an active Cannabis Business Permit and State Type 10 license, no permit holder or any of its employees shall sell, distribute, furnish, and/or otherwise provide any cannabis or cannabis product to any person, firm, corporation, group or any other entity, unless that person or entity is a lawful, bona fide customer, or it possesses all currently valid permits and/or licenses required by both the State of California and applicable local governmental entity to lawfully receive such cannabis and to engage in a "cannabis activity" as defined by Costa Mesa Municipal Code sec. 9-485. The permit holder shall verify that the recipient, regardless of where it is located, of any cannabis or cannabis product sold, distributed, furnished, and/or otherwise provided by or on behalf of the permit holder, possesses all required permits and/or licenses therefor.
8. The applicant shall defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers and employees from any claim, action, or proceeding (collectively referred to as "proceeding") brought against the City, its elected and appointed officials, agents, officers or employees arising out of, or which are in any way related to, the applicant's project, or any approvals granted by City related to the applicant's project. The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the applicant, the City and/or the parties initiating or bringing such proceeding. This indemnity provision shall include the applicant's obligation to indemnify the City for all the City's costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth in this section. City shall have the right to choose its own legal counsel to represent the City's interests, and applicant shall indemnify City for all such costs incurred by City.
9. If any section, division, sentence, clause, phrase or portion of this approval is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.
10. The use shall operate in accordance with the approved Security Plan. Any changes to the Security Plan must be submitted to the Planning Division with

a written explanation of the changes. If the Director determines that changes are substantial, a modification to the Cannabis Business Permit and/or amendment to the CUP may be required.

11. A parking management plan, including techniques described in Operational Condition of Approval No. 6, must be approved by the Director of Economic and Development Services or designee prior to any grand opening or other high volume event on the subject property.
- Bldg. 12. Development shall comply with the requirements of the following adopted codes: 2019 California Residential Code, 2019 California Building Code, 2019 California Electrical Code, 2019 California Mechanical Code, 2019 California Plumbing Code, 2019 California Green Building Standards Code and 2019 California Energy Code (or the applicable adopted, California Residential Code, California Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Green Building Standards and California Energy Code at the time of plan submittal or permit issuance) and California Code of Regulations also known as the California Building Standards Code, as amended by the City of Costa Mesa. Requirements for accessibility to sites, facilities, buildings and elements by individuals with disability shall comply with chapter 11B of the 2019 California Building Code.
- CBP 13. The operator shall maintain a valid Cannabis Business Permit and a valid Business License at all times. The Cannabis Business Permit application number associated with this address is MQ-21-17. Upon issuance, the Cannabis Business Permit will be valid for a two-year period and must be renewed with the City prior to its expiration date, including the payment of permit renewal fees. No more than one Cannabis Business Permit may be issued to this property.
14. The use shall operate in accordance with the approved Business Plan. Any changes to the Business Plan must be submitted to the Planning Division with a written explanation of the changes. If the Director determines that changes are substantial, a modification to the Cannabis Business Permit and/or amendment to the CUP may be required.
15. A Cannabis Business Permit may be revoked upon a hearing by the Director of Economic and Development Services or designee pursuant to Section 9-120 of the CMMC for failing to comply with the terms of the permit, the applicable provisions of the CMMC, State law or regulation and/or any condition of any other permit issued pursuant to this code. Revocation of the Cannabis Business Permit shall trigger the City's proceedings to revoke the Conditional Use Permit and its amendments. The Conditional Use Permit granted herein shall not be construed to allow any subsequent owner/operator to continue operating under PA-21-23 until a valid new Cannabis Business Permit is received from the City of Costa Mesa.
16. A change in ownership affecting an interest of 51 or more percent, or an incremental change in ownership that will result in a change of 51 or more percent over a three year period, shall require submittal and approval of a

new Cannabis Business Permit. A change in ownership that affects an interest of less than 51 percent shall require approval of a minor modification to the Cannabis Business Permit.

- State 17. The business must obtain any and all licenses required by State law and/or regulation prior to engaging in any cannabis activity at the property.
18. The applicant shall obtain State License Type 10 prior to operating. The uses authorized by this Conditional Use Permit must be conducted in accordance with all applicable State and local laws, including, but not limited to compliance with the most current versions of the provisions of the California Code of Regulations that regulate the uses permitted hereby. Any violation thereof shall be a violation of the conditions of this permit and may be cause for revocation of this permit.
19. Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a cannabis business to operate within the City, until the State of California, or its respective department or division, reinstates or reissues the State license. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a cannabis business, such revocation or termination shall also revoke or terminate the ability of a cannabis business to operate within the City. This Conditional Use Permit will expire and be of no further force and effect if any State issued license remains suspended for a period exceeding six (6) months. Documentation of three violations during routine inspections or investigations of complaints shall result in the Community Improvement Division scheduling a hearing before the Director of Development Services to consider revocation of the Cannabis Business Permit.
20. Persons under the age of twenty-one (21) years shall not be allowed on the premises of this business, except as otherwise specifically provided for by state law and CMMC Section 9-495(h)(6). It shall be unlawful and a violation of this CUP for the owner/operator to employ any person who is not at least twenty-one (21) years of age.
- PD 21. Every manager, supervisor, employee or volunteer of the cannabis business must submit fingerprints and other information specified on the Cannabis Business Permit for a background check by the Costa Mesa Police Department to verify that person's criminal history. No employee or volunteer may commence paid or unpaid work for the business until the background checks have been approved. No cannabis business or owner thereof may employ any person who has been convicted of a felony within the past 7 years, unless that felony has been dismissed, withdrawn, expunged or set aside pursuant to Penal Code sections 1203.4, 1000 or 1385, or who is currently on probation or parole for the sale, distribution, possession or manufacture of a controlled substance.
- CID 22. Should any employee, volunteer or other person who possesses an identification badge be terminated or cease their employment with the business, the applicant shall return such identification badge to the City of

Costa Mesa Community Improvement Division within 24 hours, not including weekends and holidays.

23. The property owner and applicant shall use "Crime Prevention Through Environmental Design" techniques to reduce opportunities for crime, loitering and encampments on the property as deemed appropriate by the Community Improvement Manager and Director of Economic and Development Services.
- Finance 24. This business operator shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees and permits required under State and local law. This business operator shall cooperate with the City with respect to any reasonable request to audit the cannabis business' books and records for the purpose of verifying compliance with the CMMC and this CUP, including but not limited to a verification of the amount of taxes required to be paid during any period.
25. The following records and recordkeeping shall be maintained/conducted:
  - a. The owner/operator of this cannabis business shall maintain accurate books and records, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis, or at any time upon reasonable request of the City, the owner/operator shall file a sworn statement detailing the number of sales by the cannabis business during the previous twelve month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid.
  - b. The owner/operator shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the cannabis business. The register required by this condition shall be provided to the City Manager upon a reasonable request.
  - c. The owner/operator shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the retail sale process. Subject to any restrictions under the Health Insurance Portability and Accountability Act (HIPPA), the owner/operator shall allow City officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City.
  - d. The owner/operator shall have in place a point-of-sale tracking system to track and report on all aspects of the cannabis business including, but not limited to, such matters as cannabis tracking, inventory data,

and gross sales (by weight and by sale). The owner/operator shall ensure that such information is compatible with the City's record-keeping systems. The system must have the capability to produce historical transactional data for review by the City Manager or designees.

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26. The City Manager or designees may enter this business at any time during the hours of operation without notice, and inspect the location of this business as well as any recordings and records required to be maintained pursuant to Title 9, Chapter VI or under applicable provisions of State law.
  27. Inspections of this cannabis business by the City will be conducted, at a minimum, on a quarterly basis. The applicant will pay for the inspections according to the adopted Fee Schedule.
  28. Quarterly Fire & Life Safety Inspections will be conducted by the Community Risk Reduction Division to verify compliance with the approved operation. The applicant will pay for the inspection according to the Additional Required Inspections as adopted in the Fee Schedule.
  29. Annual Fire & Life Safety Inspections will be conducted by the Fire Station Crew for emergency response pre-planning and site access familiarization. The applicant will pay for the inspection according to the adopted Fee Schedule.
  30. Pursuant to Title 9, Chapter VI, it is unlawful for any person having responsibility for the operation of a cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a cannabis business under this chapter or under State or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a cannabis business under this chapter or under State or local law.

**Prior to Issuance of Building Permits**

1. Plans shall be prepared, stamped and signed by a California licensed Architect or Engineer.
2. The conditions of approval and ordinance or code provisions of Planning Application 21-23 shall be blueprinted on the face of the site plan as part of the plan check submittal package.
3. Prior to the Building Division issuing a demolition permit, the applicant shall contact the South Coast Air Quality Management District (AQMD) located at:  
21865 Copley Dr.  
Diamond Bar, CA 91765-4178  
Tel: 909- 396-2000  
Or visit its website:  
<http://www.costamesaca.gov/modules/showdocument.aspx?documentid>

- =23381. The Building Division will not issue a demolition permit until an Identification Number is provided by AQMD.
4. Odor control devices and techniques shall be incorporated to ensure that odors from cannabis are not detected outside the property, anywhere on adjacent property or public right-of-way. Building and mechanical permits must be obtained from the Building Division prior to work commencing on any part of the odor control system.
  5. Plan check submittal shall include air quality/odor control device specification sheets. Plan check submittal shall also include a landscape plan that complies with CMMC requirements, includes drought-tolerant plants and/or California native plants, parking lot striping in conformance with CMMC requirements, and trash enclosure.
  6. No signage shall be installed until the owner/operator or its designated contractor has obtained permits required from the City. Business identification signage shall be limited to that needed for identification only. Business identification signage shall not include any references to cannabis, whether in words or symbols. All signs shall comply with the CMMC.
  7. The plans and business operator shall comply with the requirements of the 2019 California Fire Code, including the 2019 Intervening Update and referenced standards as amended by the City of Costa Mesa.
  8. The Traffic Impact Fee as calculated by the Transportation Services Division shall be paid in full.
  9. Construction documents shall include a temporary fencing and temporary security lighting exhibit to ensure the site is secured during construction and to discourage crime, vandalism, and illegal encampments.
  10. The applicant shall submit a lighting plan to the Planning Division for review and approval. The lighting plan shall show locations of all security lighting. As determined by the Director of Economic and Development Services or their designee, a photometric study may be required to demonstrate compliance with the following: (a) lighting levels on the property including the parking lot shall be adequate for safety and security purposes (generally, at least 1.0 foot candle), (b) lighting design and layout shall minimize light spill at the adjacent residential property line and at other light-sensitive uses (generally, no more than 0.5-footcandle at the property line), and (c) glare shields may be required to prevent light spill.
  11. Two (2) sets of detailed landscape and irrigation plans, which meet the requirements set forth in Costa Mesa Municipal Code Sections 13-101 through 13-108, shall be required as part of the project plan check review and approval process. Plans shall be forwarded to the Planning Division for final approval prior to issuance of building permits.
  12. Obtain a permit from the City of Costa Mesa, Engineering Division, at the time of plans submittal and then reconstruct P.C.C. driveway approach per City of Costa Mesa Standards as noted on the Site Plan. Location and dimensions are subject to the approval of the Transportation Services

- Manager. Accessibility compliance required for all new driveway approaches.
- PC Modified 13. The applicant shall contact the Orange County Health Care Agency and implement any actions necessary to comply with State and local laws and regulations pertaining to hazardous materials, if applicable to the proposed tenant improvement. The applicant shall submit documentation confirming communications with the Orange County Health Care Agency and include any proposed actions (if required) as part of the building plan submittal in conformance with this condition.
- PC 14. A direct pedestrian connection from the offsite parking spaces (as identified on the CUP site plan) to the licensed premise shall be provided and shown on the final construction drawings.

**Prior to Issuance of a Certificate of Use/Occupancy**

1. The operator, contractors, and subcontractors must have valid business licenses to do business in the City of Costa Mesa. Final occupancy and utility releases will not be granted until all such licenses have been obtained.

**Prior to Issuance of Cannabis Business Permit**

1. The applicant shall contact the Planning Division for a facility inspection and provide a matrix of conditions of approval explaining how each was met prior to issuance of a Cannabis Business Permit.
2. The applicant shall pay the public notice fee (\$1 per notice post card) and the newspaper ad publishing cost.
3. The final Security Plan shall be consistent with the approved building plans.
4. Each entrance to the business shall be visibly posted with a clear and legible notice stating the following:
  - a. That smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis business is prohibited;
  - b. That no person under the age of twenty-one (21) years of age is permitted to enter upon the premises;
  - c. That loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises is prohibited; and
  - d. The premise is a licensed cannabis operation approved by the City of Costa Mesa. The City may also issue a window/door sticker, which shall be visibly posted.
5. The owner/operator shall obtain and maintain at all times during the term of the permit comprehensive general liability insurance and comprehensive automotive liability insurance protecting the permittee in an amount of not less than two million dollars (\$2,000,000.00) per occurrence, combined single limit, including bodily injury and property damage and not less than two million dollars (\$2,000,000.00) aggregate for each personal injury liability, products-completed operations and each accident, issued by an

insurance provider admitted and authorized to do business in California and shall be rated at least A-:viii in A.M. Best & Company's Insurance Guide. Such policies of insurance shall be endorsed to name the City of Costa Mesa as an additional insured. Proof of said insurance must be provided to the Planning Division before the business commences operations. Any changes to the insurance policy must be submitted to the Planning Division within 10 days of the date the change is effective.

6. The applicant shall submit an executed Retail Cannabis Business Permit Defense and Indemnity Agreement on a form to be provided by the City.
7. The applicant shall post wayfinding signs within the parking lot directing customers to the surplus offsite parking spaces located in the adjacent property at 171-187 East 17<sup>th</sup> Street. These parking spaces shall be signed for cannabis storefront customers. The language of the wayfinding and parking identification signs shall be reviewed and approved by the Planning Division prior to installation.

### **Operational Conditions**

1. No product deliveries to the facility shall occur after 10:00 PM and before 7:00 AM.
2. Onsite sales to customers is limited to the hours between 7:00 AM and 10:00 PM.
3. At least one security guard shall be onsite at all times.
4. The operator shall maintain free of litter all areas of the property under which applicant has control.
5. The use shall be conducted, at all times, in a manner that will allow the quiet enjoyment of the surrounding neighborhood. The operator shall institute appropriate security and operational measures as necessary to comply with this requirement.
6. If parking shortages or other parking-related problems develop, the business owner or operator will be required to institute appropriate operational measures necessary to minimize or eliminate the problem in a manner deemed appropriate by the Director of Economic and Development Services or designee. Temporary or permanent parking management strategies include, but are not limited to, reducing operating hours of the business, hiring an additional employee trained in traffic control to monitor parking lot use and assist with customer parking lot circulation, and offering discounts for online and phone orders,.
7. All employees must wear an identification badge while on the premises of the business, in a format prescribed by the City Manager or designee. When on the premises, badges must be clearly visible and worn on outermost clothing and above the waist in a visible location.
8. Vendor product loading and unloading shall only take place within direct unobstructed view of surveillance cameras, located in close proximity to the vendor entry door, as shown on an exhibit approved by the Director of Economic and Development Services or designee. No loading and unloading

of cannabis products into or from the vehicles shall take place outside of camera view. The security guard shall monitor all on-site loading and unloading of vehicles. Video surveillance cameras shall be installed on the exterior of the building with direct views of the vendor entry door and the entire parking lot. Any modifications or additional vehicle loading and unloading areas shall be submitted to the Director of Economic and Development Services or designee for approval.

9. Vendor vehicle standing, loading and unloading shall be conducted so as not to interfere with normal use of streets, sidewalks, driveways and on-site parking.
10. The sale, dispensing, or consumption of alcoholic beverages on or about the premises is prohibited.
11. No outdoor storage or display of cannabis or cannabis products is permitted at any time.
12. Cannabis shall not be consumed on the property at any time, in any form.
13. The owner/operator shall prohibit loitering on and within fifty (50) feet of the property.
14. No cannabis or cannabis products, or graphics depicting cannabis or cannabis products, shall be visible from the exterior of the property.
15. The owner or operator shall maintain air quality/odor control devices by replacing filters on a regular basis, as specified in the manufacturer specifications.
16. If cannabis odor is detected outside the building, the business owner or operator shall institute corrective measures necessary to minimize or eliminate the problem in a manner deemed appropriate by the Director of Economic and Development Services.
17. Cannabis liquid or solid waste must be made unusable and unrecognizable prior to leaving a secured storage area and shall be disposed of at facility approved to receive such waste.
18. Each transaction involving the exchange of cannabis goods between the business and consumer shall include the following information: (1) Date and time of transaction; (2) Name and employee number/identification of the employee who processed the sale; (3) List of all cannabis goods purchased including quantity; and (4) Total transaction amount paid.
19. Prior to operation, the applicant shall submit plans and obtain City approval for the installation of a bicycle storage area for a minimum of two employee bicycles and personal storage lockers for employees who bike to work within the interior of the building.
20. A parking attendant shall be required to monitor the parking lot and control the flow of traffic including directing customers to the available offsite parking spaces in the adjacent property at 171-187 East 17<sup>th</sup> Street. The parking attendant shall be stationed near the driveway entrance.
21. Should the offsite parking provided at 171-187 East 17<sup>th</sup> Street be terminated, the applicant must notify the Director of Economic and Development Services in writing 30 days prior to termination and shall secure other equivalent offsite

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parking to address parking shortages, subject to review and approval by the Economic and Development Services Director or designee.

22. Employees shall park offsite at the office location addressed 3165 Red Hill Avenue as described in the staff report and be shuttled to/from work. Sufficient parking for employees shall be maintained at this location or other equivalent location subject to review and approval by the Economic and Development Services Director or designee. Prior to issuance of a Cannabis Business Permit, the applicant shall provide a plan for the employee offsite parking to be approved by the Economic and Development Services Director or designee (the plan shall include the address, existing uses, number of spaces, shuttle process and other information that is deemed necessary by the Planning Division to confirm that the employee parking is available and will adequately operate).

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23. After six-months of business operations, the Planning Commission shall review the CUP, specifically in regard to parking and circulation. Planning Division staff shall provide a verbal report to the Planning Commission regarding the status of the business' parking and circulation management. If necessary, the Planning Commission may impose additional conditions of approval or modify existing ones to ensure the parking and circulation are managed efficiently.



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-283

**Meeting Date:** 5/6/2025

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**TITLE:**

**CAPITAL ASSET NEEDS (CAN) ORDINANCE EMERGENCY EXCEPTION AND CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECT DEFERRALS - FISCAL YEAR 2024-25**

**DEPARTMENT:** PUBLIC WORKS DEPARTMENT/FINANCE DEPARTMENT

**PRESENTED BY:** RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR AND CAROL MOLINA, FINANCE DIRECTOR

**CONTACT INFORMATION:** RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR (714) 754-5343

**RECOMMENDATION:**

Staff requests the City Council:

1. Authorize the "Emergency Exception" clause of the Capital Asset Needs Ordinance under Section 2-209.2 (a)(2), Economic Downturn, for Fiscal Year 2024-25.
2. Provide direction on which approved projects may be deferred to help address the General Fund revenue shortfall resulting from the current economic downturn.
3. Approve a financial plan to reinstate the \$2.9 million in deferred projects by:
  - a. Prioritizing funding in FY 2025-26 if revenues exceed expectations, and if needed.
  - b. Reinstating the funding over a 10-year period for fiscal years that revenues exceed expenditures to ensure a fiscally sustainable General Fund budget.

**BACKGROUND:**

The City Council at their regular meeting on September 15, 2015, adopted the Capital Asset Needs (CAN) Ordinance (Attachment 1), requiring the allocation of a minimum of five percent (5%) of the annual General Fund revenues to Capital Fund 401. While the City met this requirement during the budget process for Fiscal Year 2024-25, the City's General Fund revenues are coming in lower than expected. This required several actions from staff to reduce operating expenditures to achieve a balanced budget.

Upon further in-depth fiscal analysis, the Finance Department determined that an additional \$3.6 million in savings are needed. Staff is proposing to achieve this by deferring approximately \$2.9 million in General Fund Capital Improvement Projects (CIP) and by funding the street sweeping program entirely with Gas Tax, thereby reducing the General Fund street sweeping expenditures by approximately \$0.7 million.

**ANALYSIS:**

There are several previously funded CIP projects that are in various stages of completion. Attachment 2 lists all projects that have current funding allocation from multiple funds. There are a total of 72 CIP projects with ongoing activity and 30 that are yet to begin. Over the past year, a total of 23 CIP projects were completed.

In order to address the revenue shortfall due to the economic downturn, staff initially identified the following projects for deferral:

No.	Project Name	Deferred Amount
1	City Hall Cast Iron Drain Repipe	\$ 254,019
2	Finance Security/Effic. Remodel	\$ 250,000
3	Citywide Community Choice Energy Study	\$ 150,000
4	City Hall 5th Floor Air Handler Replacement	\$ 140,000
5	City Hall Breezeway Roof	\$ 245,000
6	City Hall Heater(s) Replacement	\$ 350,000
7	Westside Restoration Project	\$ 450,000
8	Parkway Maintenance Program Citywide	\$ 233,757
9	Costa Mesa Country Club Modernization (General Fund portion)	\$ 400,000
10	Butterfly Gardens	\$ 100,000
	Savings from Completed Projects	\$ 300,000
<b>Proposed Ongoing CIP Projects for Fund Deferral</b>		<b>\$ 2,872,776</b>

The above list was presented to the City Council at the March 11, 2025 Study Session. The Council directed staff to provide a list of all CIP projects and obtain input from the Finance and Pension Advisory Committee (FiPAC).

Public Works staff presented at the FiPAC meeting on April 9, 2025. The Committee recommended the above projects for deferment, with the exception of: Cast Iron Drain Repipe, Air Handler Replacement, and Heater(s) Replacement projects. The Committee’s reasoning is that these are maintenance items which, if left unaddressed, may lead to more expensive repairs. FiPAC did not identify any replacement projects for deferral and requested staff to propose replacements.

At the CIP City Council Study Session on April 22, 2025, staff presented the above initial list as well as an alternative deferral list comprising the following projects:

No.	Project Name	Deferred Amount
1	City Hall Cast Iron Drain Repipe	\$ 254,019
2	Finance Security/Effic. Remodel	\$ 250,000
3	Sewer Line Improvement	\$ 250,000
4	Citywide Community Choice Energy Study	\$ 150,000
5	City Hall Breezeway Roof	\$ 245,000
6	Westside Restoration Project	\$ 450,000
7	Parkway Maintenance Program Citywide	\$ 233,757
8	Costa Mesa Country Club Modernization (General Fund portion)	\$ 400,000
9	Butterfly Gardens	\$ 100,000
10	Senior Center Improvements	\$ 250,000
	Savings from Completed Projects	\$ 300,000
<b>Alternative Ongoing CIP Projects for Fund Deferral</b>		<b>\$ 2,882,776</b>

While requesting additional clarification on the CAN Ordinance, the City Council considered the initial and alternative list of deferred projects and made the following observations:

- The Sewer Line Improvement Project should not be deferred as it addresses critical infrastructure needs and may result in more expensive repairs in the future.
- Improvements to the Senior Center, which is used by many seniors and serves a vulnerable population, are necessary.
- There are funds available in the Golf Course and Tennis Center project that can be targeted for deferral.
- The Golf Course is a revenue-generating establishment and needs improvements to address various issues concerning both the golf course grounds and clubhouse.

A third alternative deferral list taking into account the above comments is provided below:

No.	Project Name	Deferred Amount
1	City Hall Cast Iron Drain Repipe	\$ 254,019
2	Finance Security/Efficiency. Remodel	\$ 250,000
3	Citywide Community Choice Energy Study	\$ 150,000
4	City Hall Breezeway Roof	\$ 245,000
5	Westside Restoration Project	\$ 450,000
6	Parkway Maintenance Program Citywide	\$ 233,757
7	Costa Mesa Country Club Modernization (General Fund portion)	\$ 400,000
8	Butterfly Gardens	\$ 100,000
9	Golf Course & Tennis Center Improvements	\$ 500,000
	Savings from Completed Projects	\$ 300,000
<b>Revised Alternative Ongoing CIP Projects for Fund Deferral</b>		<b>\$ 2,882,776</b>

The above three alternatives are summarized in Attachment 3. Staff continues to recommend the approval of the initial proposed list of projects for deferral based on the current needs and schedule of those projects. The City’s initial list of proposed projects includes non-critical upgrades that can be safely postponed without compromising public safety or ongoing services. This will also ensure that funding for the Sewer Line Replacement Project, Senior Center improvements, and the Golf Course and Tennis Center improvements are maintained.

Section 2-209.2 (c) requires that “the City shall develop a plan to replenish the Capital Expenditures funds for the amount exempted.” The FY 2024-25 capital projects deferral is \$2.9 million. These funds can be replenished in the FY 2025-26 mid-year if revenues come in higher than anticipated, by directing staff to prioritize this funding. For funds not reinstated due to higher than anticipated revenues, staff recommends replenishing funds over a 10-year period, which would amount up to \$290,000 per year for fiscal years in which revenues exceed expenditures to ensure a structurally balanced General Fund. The capital projects identified to be deferred can be reinstated either upon revenues exceeding expectations and, if needed, prioritized in the FY 2026-27 proposed capital improvement projects budget.

Staff requests City Council direction on the final list of projects that can be deferred and authorize the CAN Emergency Exception provision for Fiscal Year 2024-25.

**ALTERNATIVES:**

The City Council may consider other projects for deferral and direct staff accordingly. Another alternative for the City Council is to not authorize the Emergency Exception clause of the CAN Ordinance. If this is recommended, staff will return to the City Council with other options including the use of the General Fund reserves.

**FISCAL REVIEW:**

The recommended City Council actions will reduce the City’s General Fund annual contribution by approximately \$2.9 million in funds to the Capital Improvement Fund to address the anticipated revenue shortfall for Fiscal Year 2024-25.

Staff also recommends City Council adopt a plan to replenish the \$2.9 million in deferred projects by prioritizing reinstatement of funding in FY 2025-26 if the revenues exceed expectations, and/or spreading the reinstatement of the funds over a 10-year period for fiscal years in which revenues exceed the expenditures to ensure a structurally balanced General Fund.

**LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

The CIP budget strives to achieve City Council goals and objectives as listed below:

- Achieve long-term fiscal sustainability.

**CONCLUSION:**

In order to address the current economic downturn, staff requests City Council authorization of the use of Emergency Exception provision of the Capital Asset Needs Ordinance. In addition, staff requests approval of deferral of certain projects to realize approximately a \$2.9 million reduction in the Capital Improvement fund. The City’s proposed projects included non-critical upgrades that can be safely postponed without compromising public safety or ongoing services.

§ 2-208 **Definitions.**

For the purpose of this article, the following term shall have the following meaning unless it is clear from the context that a different meaning is intended:

Capital assets are defined as fixed assets that are stationary in nature, including, but not limited to: city owned or operated buildings including, but not limited to: City Hall, civic center, police department, old corporation yard, new corporation yard, fire stations, libraries, and community centers, publicly owned or operated streets, highways, bridges, sidewalks, curbs, gutters, alleys, storm drains, trees and landscaping, medians, parks, playgrounds, traffic signals, streetlights, fences, facilities and walls.  
(Ord. No. 15-07, § 1, 9-15-15; Ord. No. 20-06, § 1, 3-17-20)

§ 2-209 **Reserve requirement.**

The city shall allocate a minimum of 5% of the annual general fund revenue to the capital assets account.

(Ord. No. 15-07, § 1, 9-15-15; Ord. No. 20-06, § 1, 3-17-20)

§ 2-209.1 **Limited use.**

**(a)** Capital asset funds shall only be used for the construction, replacement, maintenance, improvement, or modification of city owned or operated capital assets as defined in section **2-208**, including construction, design, engineering, project management, inspection, and contract administration. Capital asset funds may be applied toward debt obligations created to fund capital assets where the indebtedness originated after October 15, 2015.

**(b)** The use or loan of capital asset funds for a purpose other than those referenced in this section shall require approval of a supermajority vote of the entire city council.

(Ord. No. 15-07, § 1, 9-15-15; Ord. No. 20-06, § 1, 3-17-20)

§ 2-209.2 **Emergency exception.**

**(a)** In the following circumstances, the city need not comply with the requirements set forth in section **2-209**, subject to supermajority approval of the entire city council:

**(1)** General fund operating reserve falls below the general fund operating reserve as set forth in section **2-205**; or

**(2)** An economic downturn, natural disaster, emergency or other unforeseen circumstances.

**(b)** The exception set forth herein shall require annual supermajority approval of the entire city council.

**(c)** In the event this provision is applied, the city shall develop a plan to replenish the capital asset funds for the amount exempted.

(Ord. No. 15-07, § 1, 9-15-15; Ord. No. 20-06, § 1, 3-17-20)

CAPITAL IMPROVEMENT PROGRAM

Ongoing Capital Improvement Projects

Remaining Balances as of 04/08/2025

DRAFT												
Capital Improvement (Fund 401)												
TOTAL ALL FUNDS												
High Priority	Const./ Impl.	Restr. Funds	No.	Proj #	Project Name	Budget	Actuals	Remaining Balance	Budget	Actuals	Remaining Balance	Phase/Status
✓			1	200013	Fire Station #2 Reconstruction	3,150,000	177,361	2,972,639	3,150,000	177,361	2,972,639	Design underway
	✓		2	200017	PD Carpet Replacement	653,200	2,379	650,821	653,200	2,379	650,821	Construction awarded; Project underway
✓	✓		3	200040	HVAC Replacement at Various Facilities	1,030,000	407,707	622,293	1,030,000	407,707	622,293	Chillers ordered
	✓		4	200062	Building Maintenance Projects	3,881,136	3,568,634	312,502	3,881,136	3,568,634	312,502	Ongoing project
✓	✓		5	200072	Fire Station #1 Dehumidifier Install	250,000	66,484	183,516	250,000	66,484	183,516	Construction awarded; Project underway
	✓		6	200080	City Hall Training Room	589,000	68,743	520,257	589,000	68,743	520,257	Construction awarded; Project underway
	✓		7	200099	Finance Security & Efficiency Reconfiguration	555,000	60,841	494,159	555,000	60,841	494,159	Design underway -Proposed \$250,000 funding reduction in CIP fund.
✓	✓		8	200102	Fire Station 3 Fuel Tank Replacement	275,000	24,466	250,534	275,000	24,466	250,534	Construction awarded; Project underway
✓	✓		9	210004	Fire Stations - Minor Projects at Various Stations	602,000	379,004	222,996	602,000	379,004	222,996	Ongoing project
	✓		10	210012	City Hall-Paint, Carpet & Misc. Improvements	500,000	288,810	211,190	500,000	288,810	211,190	Ongoing project
✓	✓	✓	11	210013	Fire Station 4 Training Tower & Grounds Reconstruction	2,815,000	1,071,101	1,743,899	5,315,000	1,736,730	3,578,270	Construction awarded; Project underway
✓	✓		12	210015	Police Dept - Emergency Comm Facilities Remodel	1,230,000	101,160	1,128,840	1,230,000	101,160	1,128,840	Design underway
✓			13	210016	Police Dept - Parking Lot Reconfiguration	203,500	101,749	101,751	203,500	101,749	101,751	Bids being solicited
✓		✓	14	210022	CM Housing James St. / 18th St. Property Improv.	-	-	-	140,000	-	140,000	Construction awarded; Project underway
✓	✓		15	210023	Facilities Needs & Assessment Study	330,000	-	330,000	330,000	-	330,000	Project underway
✓	✓		16	210028	City Hall and Communication Generators Replacement	700,000	-	700,000	700,000	-	700,000	Project underway
✓	✓	✓	17	300090	Safe Route to School Grant Project	157,618	-	157,618	788,090	-	788,090	Design underway; Grant funded project
	✓	✓	18	300148	Citywide Bicycle Rack Improvements	-	-	-	250,000	71,518	178,482	Ongoing project
✓	✓		19	300163	Citywide Neighborhood Traffic Improvements	700,000	612,440	87,560	762,800	675,240	87,560	Ongoing project
		✓	20	300169	Newport Blvd Improvement - Victoria /22nd to 19th	-	-	-	1,178,820	94,496	1,084,324	Design underway
		✓	21	300171	SB Newport Blvd Improvement (Mesa to Victoria)	-	-	-	1,965,652	97,040	1,868,612	Design underway
		✓	22	300173	Newport Blvd Improvement NB (22nd to Bristol) &SB (Bristol to Mesa)	-	-	-	2,134,145	94,186	2,039,959	Design underway
✓	✓	✓	23	300174	Adams at Pinecreek Improvements	825,336	556,365	268,971	3,592,953	2,531,051	1,061,902	Construction awarded; Project underway
✓	✓		24	300179	Adams Ave Active Transportation Project	3,750,000	142,500	3,607,500	3,750,000	142,500	3,607,500	Design underway
	✓		25	300180	Bicycle Safety Education- 16 Schools	150,000	37,529	112,471	150,000	37,529	112,471	Project underway
		✓	26	300181	Fairview Road Improvement Project	-	-	-	3,216,116	34,500	3,181,616	Bids being solicited
		✓	27	300182	Fairview Rd Rehab (RMRA) Project	-	-	-	2,780,829	-	2,780,829	Design to be awarded; Grant funded project
	✓	✓	28	300184	Traffic Signal at Fairview Rd and Belfast	-	-	-	600,000	4,188	595,813	Design underway
	✓	✓	29	300186	Clean Mobility - On Demand Transit Services	-	-	-	500,000	11,800	488,200	Project underway; Grant funded project





**CAPITAL IMPROVEMENT PROGRAM**

**Ongoing Capital Improvement Projects  
Remaining Balances as of 04/08/2025**

<b>DRAFT</b>												
High Priority	Const./ Impl.	Restr. Funds	No.	Proj #	Project Name	Capital Improvement (Fund 401)			TOTAL ALL FUNDS			Phase/Status
						Budget	Actuals	Remaining Balance	Budget	Actuals	Remaining Balance	
✓		✓	14	300178	Sunflower Ave Rehabilitation Project	-	-	-	2,570,782	-	2,570,782	
✓		✓	15	300185	Harbor, 17th & Gisler Rehab (RMRA) Project	-	-	-	3,500,000	-	3,500,000	
		✓	16	450016	Mesa/Santa Ana Bicycle Facility Improvements	-	-	-	100,000	-	100,000	
		✓	17	450017	MV/Peterson Pl Class II Bicycle Facility	-	-	-	100,000	-	100,000	
✓		✓	18	550011	Citywide Storm Drain Improvements - Fairview Park Storm	-	-	-	353,055	-	353,055	
✓		✓	19	550022	Westside Storm Drain Improvements	-	-	-	1,600,000	166,835	1,433,165	
✓		✓	20	700054	Westside Park Development	-	-	-	250,000	-	250,000	
		✓	21	700133	Canyon Park Inventory Management & Restoration	-	-	-	60,000	-	60,000	
		✓	22	700134	Fairview Park Fence Sign Trail	-	-	-	300,000	7,969	292,031	
		✓	23	700141	Costa Mesa Country Club Modernization	400,000	-	400,000	750,000	-	750,000	Proposed \$400,000 funding reduction in CIP Fund
		✓	24	700143	Butterfly Gardens	100,000	-	100,000	100,000	-	100,000	Proposed \$100,000 funding reduction in CIP Fund
		✓	25	700144	Fairview Park-Pump Station & Westlands Recirculation System	155,000	57,040	97,960	655,000	57,040	597,960	Grant funded project
		✓	26	700155	Jack Hammett SC Relevel and Restore Fields 1 and 2	-	-	-	400,000	-	400,000	
✓			27	800031	Westside Police Sub-Station Improvements	850,000	-	850,000	911,125	-	911,125	
			28	800034	Senior Center Improvements	250,000	-	250,000	250,000	-	250,000	
✓			29	800035	Senior Center- HVAC Replacement	725,000	-	725,000	725,000	-	725,000	
✓		✓	30	800036	Senior Center Roof and Roof Cap Replacement	-	-	-	350,000	-	350,000	CDBG funded project
<b>Total Yet to Start Capital Improvement Projects</b>						<b>4,758,000</b>	<b>131,021</b>	<b>4,626,979</b>	<b>\$ 16,990,446</b>	<b>\$ 588,870</b>	<b>\$ 16,401,576</b>	
<b>Completed Projects</b>												
			1	200085	IT Department Relocation							
			2	200094	Range Remodel/Update							
			3	210000	Emergency Police Dept Facility Repairs							
			4	210005	Citywide Parking Study							
			5	210018	Citywide Security Camera Replacement							
			6	300005	Adams Ave Imp RMRA							
			7	300008	Wilson Street Improvements							
			8	300162	I-405 Improvements							
			9	300183	Traffic Signal Mod Baker St @ Babb St							
			10	360003	Citywide Bicycle Trail Wayfinding Signage							



## SUMMARY OF PROPOSED ALTERNATIVE PROJECTS FOR DEFERRAL

No.	Proposed Projects to be Deferred	Alternative 1	Alternative 2	Alternative 3
1	City Hall Cast Iron Drain Repipe	\$ 254,019	\$ 254,019	\$ 254,019
2	Finance Security/Efficiency Remodel	\$ 250,000	\$ 250,000	\$ 250,000
3	Citywide Community Choice Energy Study	\$ 150,000	\$ 150,000	\$ 150,000
4	City Hall 5th Floor Air Handler Replacement	\$ 140,000	\$ -	\$ -
5	City Hall Breezeway Roof	\$ 245,000	\$ 245,000	\$ 245,000
6	City Hall Heater(s) Replacement	\$ 350,000	\$ -	\$ -
7	Westside Restoration Project	\$ 450,000	\$ 450,000	\$ 450,000
8	Parkway Maintenance Program Citywide	\$ 233,757	\$ 233,757	\$ 233,757
9	Costa Mesa Country Club Modernization	\$ 400,000	\$ 400,000	\$ 400,000
10	Butterfly Gardens	\$ 100,000	\$ 100,000	\$ 100,000
11	Sewer Line Improvement Project	\$ -	\$ 250,000	\$ -
12	Senior Center Improvements	\$ -	\$ 250,000	\$ -
13	Golf Course & Tennis Center Improvements	\$ -	\$ -	\$ 500,000
	Savings from Completed Projects	\$ 300,000	\$ 300,000	\$ 300,000
	<b>Total Proposed Deferral</b>	<b>\$ 2,872,776</b>	<b>\$ 2,882,776</b>	<b>\$ 2,882,776</b>