

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
RALPH ANDERSEN & ASSOCIATES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 13th day of November, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and RALPH ANDERSEN & ASSOCIATES, a California corporation ("Consultant").

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposals, attached hereto as Exhibit "A" and 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 and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

matters of concern;

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the following fee schedule, as further detailed in Exhibit A:

- Budget & Purchasing Manager Recruitment – Fixed Fee of \$23,500.00
- Information Technology (IT) Manager Recruitment – Fixed Fee of \$23,500.00

Consultant's total compensation shall not exceed Forty-Seven Thousand Dollars (\$47,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City 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 in installments as detailed in Exhibit A. Each 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 thirty (30) days from the date City receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on November 12, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant.

The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the

indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Ralph Andersen & Associates
5800 Stanford Ranch Rd. Suite 140
Rocklin, CA 95765
Tel: (916) 630-4900
Attn: Heather Renschler

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5062
Attn: Cathleen Serrano

Courtesy copy to:

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

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

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

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

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

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

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

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

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

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

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

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

or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.27. Counterparts and Electronic Signatures. 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. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

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

[Signatures appear on following page.]

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

CONSULTANT

Heather Renschler
Signature

Date: November 17, 2020

Heather Renschler, President/CEO
[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
Lori Ann Farrell Harrison
City Manager

Date: 12/3/20

ATTEST:

Brenda Green 12-7-2020
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 11/24/2020

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 11/19/20

APPROVED AS TO CONTENT:


Cathleen Serrano
Project Manager


Date: November 18, 2020

DEPARTMENTAL APPROVAL:


Carol Molina
Finance Director

Date: November 18, 2020

APPROVED AS TO PURCHASING:


Carol Molina
Finance Director

Date: November 18, 2020

EXHIBIT A
CONSULTANT'S PROPOSALS



November 12, 2020

Ms. Carol Molina
Finance Director
City of Costa Mesa
77 Fair Drive
Costa Mesa, California 92626

Via Email: cathleen.serrano@costamesaca.gov

Dear Ms. Molina:

Ralph Andersen & Associates is pleased to submit our Proposal to provide executive search services to the City of Costa Mesa for the recruitment of the position of Budget & Purchasing Manager. We would be pleased to work with the City on this important search assignment.

Much of our recruitment activities are handled via video meetings, thus facilitating a much more efficient and effective recruitment process during a pandemic. If awarded this search, we would be staffing this engagement out of Southern California with an experienced former city manager leading this search effort – Mr. Fred Wilson. Mr. Wilson is based in Orange County and is the former City Manager of Huntington Beach.

We are prepared to begin this search upon execution of a contract (or upon a verbal authorization to proceed) and the submittal of our pricing structure.

Approach to Executive Search

The successful search process relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 48 years.

We feel that the key elements of the *full search* process, which can be tailored to fit the specific needs of the City, will include:

- Developing a comprehensive position profile based upon information obtained in various telephone or video discussions with the appropriate City Representative and other key City staff as appropriate.
- Outreach (via email, telephone, and/or video discussions) to qualified candidates in California, the Western Region, and across the nation (if desired).
- A marketing strategy that uses selected advertising to supplement the extensive candidate identification process, the Internet, and professional contacts.
- A screening process that narrows the field of candidates to those that most closely match the needs of the City and is based on resume review with the top candidates. Candidates' education, experience, and credentials are matched to the criteria established in the position profile.
- Candidates (if deemed qualified and viable by the Recruiter) would be screened using technology to conduct a video interview.

S e r v i n g P u b l i c S e c t o r C l i e n t s S i n c e 1 9 7 2

5800 Stanford Ranch Road, Suite 410, Rocklin, California 95765 Phone: 916 630-4900 Fax: 916 630-4911 Website: www.ralphandersen.com

- Delivering a product in the form of a search report that recommends a top group of candidates and provides the City with detailed information about their backgrounds and experience.
- Assistance during the Finalist Interviews with the City in-person (as appropriate during the COVID-19 Pandemic) or using video technology (less desirable).
- Conduct final background and verifications on the top candidate(s).
- Assist in negotiations of offer of employment.
- Close out the search and notify all candidates not selected.

Ralph Andersen & Associates has an outstanding reputation for being thorough and professional in the approach it takes in recruitments. Each candidate's match with the position is based on the individual's own set of professional experiences, management style, education and credentials, and overall fit with the organization and executive leadership.

Relative Experience

Ralph Andersen & Associates is familiar with the City of Costa Mesa having previously conducted the City Manager recruitment for the City. A copy of this brochure is attached as reference.

The following is a listing of recent, related recruitments conducted by Ralph Andersen & Associates in California and nationally since 2015:

Budget and Finance Related Recruitments:

- Anaheim, CA
 - Budget Manager (2016)
- Benicia, CA
 - Assistant Finance Director (2019)
- Beverly Hills, CA
 - Assistant Director of Administrative Services / Finance (2017)
 - Director of Finance (2018)
 - Independent City Auditor (2018)
- Big Bear Lake, CA
 - Finance Manager (2019)
- Broward County, FL
 - Chief Financial Officer/Director of Finance and Administrative Services (2016)
 - County Auditor (2017)
 - Director of Management and Budget (2017)
 - Enterprise Director of Finance (2019)
 - Procurement Strategist (2020)

- **Burleson, TX**
 - Assistant Director of Finance (Current Search)
 - Finance Director (2020)
- **Camarillo, CA**
 - Director of Finance (2016)
 - Assistant Director of Finance (Partial Search) (2016)
- **Central Contra Costa Sanitary District, CA**
 - Director of Budget & Finance (2016)
 - Finance Manager (2019)
- **Charlotte, NC**
 - Chief Financial Officer (2019)
- **Compton, CA**
 - Controller (Current Search)
- **Coronado, CA**
 - Administrative Services Director (2015)
- **Corpus Christi Housing Authority, TX**
 - Deputy Chief Financial Officer (2020)
- **Cupertino, CA**
 - Finance Manager (2017)
- **Dallas Housing Authority, TX**
 - Chief Financial Officer (2019)
- **Delray Beach, FL**
 - Budget Manager (2020)
- **Denton, TX**
 - Director of Finance (Background) (2017)
- **Eastern Municipal Water District, CA**
 - Controller (2015)
- **El Paso, TX**
 - Chief Financial Officer (2018)
 - Comptroller (2019)
- **Goleta, CA**
 - Finance Director (2017)

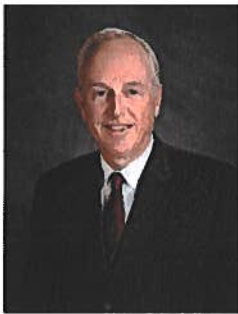
- Lewisville, TX
 - Finance Director (2019)
- Marin Municipal Water District, CA
 - Administrative Services Division Manager/Treasurer (2016)
 - Finance Director/Treasurer (2020)
- Martinez, CA
 - Finance Manager (2016)
- Metropolitan Transportation Commission, CA
 - Section Director, Finance & Accounting (2018)
 - Section Director, Funding Policy and Programs (2020)
- Millbrae, CA
 - Senior Accountant (2016)
- Mono County, CA
 - Director of Finance (2016)
- Moorpark, CA
 - Finance Director (2019)
- New Mexico Finance Authority
 - Chief Financial Officer (2016)
 - Chief Regulatory Compliance Officer (2016)
- North Marin Water District, CA
 - Chief Financial Officer (Auditor-Controller) (2018)
- Oakland, CA
 - Director of Finance (Current Search)
 - Budget Administrator (2018 & 2019)
- Ontario International Airport Authority, CA
 - Chief Financial Officer (2019)
- Palm Springs, CA
 - Director of Finance & Treasurer (2019)
- Public Health – Seattle & King County, WA
 - Chief Financial Officer (2016)
- Reno, NV
 - Finance Director (2017)

- Roseville, CA
 - Director of Finance (2017)
- Sacramento, CA
 - City Treasurer (2017)
 - Business & Revenue Manager (2019)
- San Antonio, TX
 - Assistant Director of Finance (Public Utilities) (2016)
- San Diego Association of Governments (SANDAG)
 - Independent Performance Auditor (2019)
- San Francisco International Airport
 - Airport Finance Manager (2016)
 - Capital Finance Director (2017)
- San Francisco Municipal Transportation Agency, CA
 - Chief Financial Officer and Director of Finance and Information Technology (2018)
- San Marcos, TX
 - Director of Finance/CFO (Current Search)
- Sanger, CA
 - Finance/Administrative Services Director (2016)
- Scottsdale, AZ
 - Treasurer (Current Search)
- Sewerage and Water Board of New Orleans, LA
 - Chief Financial Officer (Current Search)
- Sonoma, CA
 - Deputy Finance Director (2018)
- Southern California Association of Governments, CA
 - Chief Financial Officer (Current Search)
- Tucson, AZ
 - Business Services Department Director (2020)
- Turlock Irrigation District
 - Chief Financial Officer/Assistant General Manager Financial Services (2017)
 - Financial Reporting Manager (2016)

- Ventura Regional Sanitation District, CA
 - Director of Finance (2017 & 2018)

Project Staffing

Only senior members of Ralph Andersen & Associates are assigned to lead search assignments, ensuring that their broad experience and knowledge of the industry is brought to bear on our clients' behalf. *The City of Costa Mesa will be led by a former city manager, Mr. Fred Wilson.* Mr. Wilson will serve as the Project Director and work directly with the City's Designated Representative. Mr. Wilson will have all the resources and full support of our firm fully dedicated to ensuring the highest quality outcome during this important recruitment process.



Mr. Fred Wilson, Project Director

Mr. Wilson, Senior Consultant with Ralph Andersen & Associates, brings more than 35 years of experience as a local government executive, including 21 years serving as City Manager of Huntington Beach and San Bernardino. Working in full-service cities, he brings a strong background in identifying and recruiting top quality executive staff. This experience gives Mr. Wilson a unique perspective to identifying high quality candidates that “fit” the organization.

In Huntington Beach, Mr. Wilson oversaw all aspects of city operations including City finance (including purchasing and procurement), Human Resources, IT, Community Development, Police and Fire services. Mr. Wilson has recruited and hired Department Directors in all of these key departments. His skills in identifying, recruiting, and retaining high quality employees, and talent management, coupled with succession planning, have contributed significantly to the successes of those organizations. Furthermore, as a Senior Consultant with Ralph Andersen & Associates he has completed many successful recruitments throughout the State and brings a vast network of contacts throughout the region.

Under Mr. Wilson's leadership, in 2018 Wallethub ranked Huntington Beach #1 in “Quality of Service.”

As a long-tenured local government executive, Mr. Wilson has extensive experience in all aspects of governance including organizational development, succession planning, municipal finance, community development, and general management. His experience includes working in organizations with different governance structures. He is past president of the Orange County City Managers' Association and has been active on various advisory boards throughout his career.

Mr. Wilson holds a Bachelor of Science degree in Urban Planning from Cal Poly Pomona, and a Master's degree in Public Administration from California State University, Northridge.

Mr. Wilson can be reached at (916) 630-4900, on his cell at (714) 421-3258, via email at fred@ralphandersen.com, and on our website at www.ralphandersen.com.

Paraprofessional and Support Staff

Paraprofessional, graphics, and support staff will provide administrative support to the consultant team on recruitment assignments. These may include Ms. Diana Haussmann, Ms. Christen Sanchez, Ms. Hannah Jones, Ms. Karen AllGood, Ms. Tina Keller, and Ms. Teresa Heple.



Project Timing

Ralph Andersen & Associates will complete the Budget & Purchasing Manager search within approximately 75 to 90 days from the execution of the agreement to the presentation of candidates.
Note: A longer timeframe may be required due to the unusual circumstances of COVID-19.

Kick-off Activities – We are prepared to begin this search upon execution of a contract (or upon a verbal authorization to proceed) and a scheduled in-depth discussion via video call with the City’s Designated Representative and others as requested.

Application Period / Screening – The application period to apply would be held open for approximately 30-45 days.

Final Steps – Negotiation with the top candidate will take an additional week or two after finalist interviews. Background and reference checks will be conducted once a contingent offer is presented to the top candidate.

Project Cost

The recruitment efforts for a new Budget & Purchasing Manager will be a comprehensive search process with a focus in California and the Western Region. The review of resumes and qualifications will be conducted on all candidates that submit giving the City the ability to select from a broad field of qualified candidates.

The fee to perform the Budget & Purchasing Manager search will be a **fixed fee of \$23,500** for professional services and related expenses.

***Note** – Expenses included in this fixed fee include such items as advertisements, consultant interaction (anticipated to be done 100% through videoconferencing), clerical, graphic design, research, and long-distance telephone charges. On top candidates, Internet and Lexis/Nexis

searches will be conducted. Additionally, education verifications, DMV check, wants and warrants, civil and criminal litigation search, and credit check will be conducted on the top two candidates. Reference checks will be conducted on the top candidate. Should the City desire to conduct references calls on more than one candidate, a background fee of \$1,800 per candidate will be billed in addition to the above stated fees.

As previously stated, Ralph Andersen & Associates is leveraging cloud-based applications to operate in a total virtual environment. All meetings and interviews will be conducted by video (Zoom Technologies), all work products provided to the client will be electronically transmitted (properly organized and tabbed) using either DropBox or ShareFile.

Invoicing for Services – Ralph Andersen & Associates will bill the City in four installments as follows:

- Following kick-off and finalization of recruitment brochure - \$7,050
- After the closing date - \$7,050
- After finalist interviews - \$7,050
- Upon placement - \$2,350

Progress payments will be due upon receipt.

Brochure – A full color electronic brochure will be developed for the Budget & Purchasing Manager recruitment. All pictures will be the responsibility of the City.

Exception – Based on the recommendation for all video interviews (at least during the COVID-19 Pandemic), any candidate travel is the full responsibility of the City.

Ralph Andersen & Associates' Guarantee

Ralph Andersen & Associates offers the industry-standard guarantee on our full search services. If within a one-year period after appointment, the Budget & Purchasing Manager resigns or is dismissed for cause, we will conduct another search free of all charges for professional services. The City would be expected to pay for the reimbursement of all incurred expenses.

Should the initial outreach efforts not result in a successful placement, Ralph Andersen & Associates will continue the outreach efforts until the ideal candidate is found. The City will be responsible for expenses based on actual receipts.



We look forward to your favorable consideration. Should you need any additional information, please feel free to call Mr. Wilson directly on his mobile phone at (714) 421-3258.

Respectfully Submitted,

Ralph Andersen & Associates

Ralph Andersen & Associates

November 13, 2020

Ms. Carol Molina
Finance Director
City of Costa Mesa
77 Fair Drive
Costa Mesa, California 92626

Via Email: cathleen.serrano@costamesaca.gov

Dear Ms. Molina:

Ralph Andersen & Associates is pleased to submit our Proposal to provide executive search services to the City of Costa Mesa for the recruitment of the position of IT Manager. We would be pleased to work with the City on this important search assignment.

Much of our recruitment activities are handled via video meetings, thus facilitating a much more efficient and effective recruitment process during a pandemic. If awarded this search, we would be staffing this engagement out of Southern California with an experienced former city manager leading this search effort – Mr. Fred Wilson. Mr. Wilson is based in Orange County and is the former City Manager of Huntington Beach.

We are prepared to begin this search upon execution of a contract (or upon a verbal authorization to proceed) and the submittal of our pricing structure.

Approach to Executive Search

The successful search process relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 48 years.

We feel that the key elements of the *full search* process, which can be tailored to fit the specific needs of the City, will include:

- Developing a comprehensive position profile based upon information obtained in various telephone or video discussions with the appropriate City Representative and other key City staff as appropriate.
- Outreach (via email, telephone, and/or video discussions) to qualified candidates in California, the Western Region, and across the nation (if desired).
- A marketing strategy that uses selected advertising to supplement the extensive candidate identification process, the Internet, and professional contacts.
- A screening process that narrows the field of candidates to those that most closely match the needs of the City and is based on resume review with the top candidates. Candidates' education, experience, and credentials are matched to the criteria established in the position profile.
- Candidates (if deemed qualified and viable by the Recruiter) would be screened using technology to conduct a video interview.

S e r v i n g P u b l i c S e c t o r C l i e n t s S i n c e 1 9 7 2

- Delivering a product in the form of a search report that recommends a top group of candidates and provides the City with detailed information about their backgrounds and experience.
- Assistance during the Finalist Interviews with the City in-person (as appropriate during the COVID-19 Pandemic) or using video technology (less desirable).
- Conduct final background and verifications on the top candidate(s).
- Assist in negotiations of offer of employment.
- Close out the search and notify all candidates not selected.

Ralph Andersen & Associates has an outstanding reputation for being thorough and professional in the approach it takes in recruitments. Each candidate's match with the position is based on the individual's own set of professional experiences, management style, education and credentials, and overall fit with the organization and executive leadership.

Relative Experience

Ralph Andersen & Associates is familiar with the City of Costa Mesa having previously conducted the City Manager recruitment for the City. A copy of this brochure is attached as reference.

The following is a listing of recent, related recruitments conducted by Ralph Andersen & Associates in California and nationally since 2015:

IT Related Recruitments:

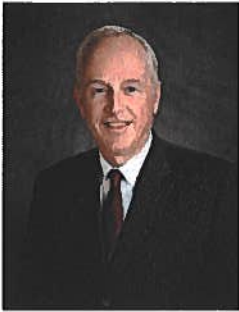
- Alameda County, CA
 - Chief Technology Officer (2017)
- Austin, TX
 - Deputy Chief Information Officer (Chief Technology Officer) (2019)
 - Deputy Director of Communications & Technology Management (CTM) (2019)
- Berkeley, CA
 - Director of Information Technology (2015)
 - Information Systems Manager (2016)
 - Senior Systems Analyst (2016)
- Broward County, FL
 - Assistant Director of Enterprise Technology Services (2016)
- Carrollton, TX
 - IT Security Officer (2020)
- Charlotte, NC
 - Chief Information Officer (2019)

- Concord, CA
 - Director of Information Technology (2019)
- Cupertino, CA
 - Chief Technology Officer (2016)
- Denton, TX
 - Chief Technology Officer (Current Search)
- Douglas County, NV
 - Chief Technology Officer (2016)
- Glendale, AZ
 - Chief Information Officer (2020)
- Huntington Beach, CA
 - Chief Information Officer (2016)
- Irvine, CA
 - Information Technology Project Manager (2018)
- Los Angeles Department of Water and Power
 - Chief Information Officer (CIO) (2016)
- Los Angeles World Airports
 - Chief Information Officer (2016)
- Manhattan Beach, CA
 - Information Technology Director (Current Search)
- Marin County, CA
 - Chief Information Officer (2018)
 - Chief Assistant Director of Information Services & Technology (2019)
- Marin Municipal Water District, CA
 - Information Technology Manager (2020)
- Metropolitan Water District of Southern California
 - Information Technology Group Manager – CTO (2017)
- Modesto, CA
 - Chief Information Officer (2017)
- North Richland Hills, TX
 - Director of Information Technology (2020)
- Orange County, CA
 - Chief Information Officer (2017)

- Rancho Cucamonga, CA
 - Director/Chief Innovation Officer (2015)
- Riverside, CA
 - Public Utilities Assistant General Manager – Operational Technology (2016)
 - Public Utilities General Manager (2018)
- Riverside County, CA
 - Chief Information Officer (2015)
- San Carlos, CA
 - Information Technology Manager (2015)
- San Francisco, CA
 - Director of the Department of Technology/Chief Information Officer (2017)
 - Chief Information Security Officer (2015)
- San Francisco International Airport, CA
 - Chief Information Security Officer (2015)
 - Enterprise Architect (2015)
- Santa Monica, CA
 - Chief Information Officer (2016)
- Sunnyvale, CA
 - Director of Information Technology (2016)
- Tucson, AZ
 - Director of Information Technology/CIO (2019)
- Turlock Irrigation District
 - Information Technology Services Department Manager (2015)
- Washoe County, NV
 - Chief Information Officer (2015)

Project Staffing

Only senior members of Ralph Andersen & Associates are assigned to lead search assignments, ensuring that their broad experience and knowledge of the industry is brought to bear on our clients' behalf. ***The City of Costa Mesa will be led by a former city manager, Mr. Fred Wilson.*** Mr. Wilson will serve as the Project Director and work directly with the City's Designated Representative. Mr. Wilson will have all the resources and full support of our firm fully dedicated to ensuring the highest quality outcome during this important recruitment process.



Mr. Fred Wilson, Project Director

Mr. Wilson, Senior Consultant with Ralph Andersen & Associates, brings more than 35 years of experience as a local government executive, including 21 years serving as City Manager of Huntington Beach and San Bernardino. Working in full-service cities, he brings a strong background in identifying and recruiting top quality executive staff. This experience gives Mr. Wilson a unique perspective to identifying high quality candidates that “fit” the organization.

In Huntington Beach, Mr. Wilson oversaw all aspects of city operations including City finance (including purchasing and procurement), Human Resources, IT, Community Development, Police and Fire services. Mr. Wilson has recruited and hired Department Directors in all of these key departments. His skills in identifying, recruiting, and retaining high quality employees, and talent management, coupled with succession planning, have contributed significantly to the successes of those organizations. Furthermore, as a Senior Consultant with Ralph Andersen & Associates he has completed many successful recruitments throughout the State and brings a vast network of contacts throughout the region.

Under Mr. Wilson’s leadership, in 2018 Wallethub ranked Huntington Beach #1 in “Quality of Service.”

As a long-tenured local government executive, Mr. Wilson has extensive experience in all aspects of governance including organizational development, succession planning, municipal finance, community development, and general management. His experience includes working in organizations with different governance structures. He is past president of the Orange County City Managers’ Association and has been active on various advisory boards throughout his career.

Mr. Wilson holds a Bachelor of Science degree in Urban Planning from Cal Poly Pomona, and a Master’s degree in Public Administration from California State University, Northridge.

Mr. Wilson can be reached at (916) 630-4900, on his cell at (714) 421-3258, via email at fred@ralphandersen.com, and on our website at www.ralphandersen.com.

Paraprofessional and Support Staff

Paraprofessional, graphics, and support staff will provide administrative support to the consultant team on recruitment assignments. These may include Ms. Diana Haussmann, Ms. Christen Sanchez, Ms. Hannah Jones, Ms. Karen AllGood, Ms. Tina Keller, and Ms. Teresa Heple.



Project Timing

Ralph Andersen & Associates will complete the IT Manager search within approximately 75 to 90 days from the execution of the agreement to the presentation of candidates. *Note: A longer timeframe may be required due to the unusual circumstances of COVID-19.*

Kick-off Activities – We are prepared to begin this search upon execution of a contract (or upon a verbal authorization to proceed) and a scheduled in-depth discussion via video call with the City's Designated Representative and others as requested.

Application Period / Screening – The application period to apply would be held open for approximately 30-45 days.

Final Steps – Negotiation with the top candidate will take an additional week or two after finalist interviews. Background and reference checks will be conducted once a contingent offer is presented to the top candidate.

Project Cost

The recruitment efforts for a new IT Manager will be a comprehensive search process with a focus in California and the Western Region. The review of resumes and qualifications will be conducted on all candidates that submit giving the City the ability to select from a broad field of qualified candidates.

The fee to perform the IT Manager search will be a **fixed fee of \$23,500** for professional services and related expenses.

***Note** – Expenses included in this fixed fee include such items as advertisements, consultant interaction (anticipated to be done 100% through videoconferencing), clerical, graphic design, research, and long-distance telephone charges. On top candidates, Internet and Lexis/Nexis searches will be conducted. Additionally, education verifications, DMV check, wants and warrants, civil and criminal litigation search, and credit check will be conducted on the top two candidates. Reference checks will be conducted on the top candidate. Should the City desire to conduct references calls on more than one candidate, a background fee of \$1,800 per candidate will be billed in addition to the above stated fees.

As previously stated, Ralph Andersen & Associates is leveraging cloud-based applications to operate in a total virtual environment. All meetings and interviews will be conducted by video (Zoom Technologies), all work products provided to the client will be electronically transmitted (properly organized and tabbed) using either DropBox or ShareFile.

Invoicing for Services – Ralph Andersen & Associates will bill the City in four installments as follows:

- Following kick-off and finalization of recruitment brochure - \$7,050
- After the closing date - \$7,050
- After finalist interviews - \$7,050
- Upon placement - \$2,350

Progress payments will be due upon receipt.

Brochure – A full color electronic brochure will be developed for the IT Manager recruitment. All pictures will be the responsibility of the City.

Exception – Based on the recommendation for all video interviews (at least during the COVID-19 Pandemic), any candidate travel is the full responsibility of the City.

Ralph Andersen & Associates' Guarantee

Ralph Andersen & Associates offers the industry-standard guarantee on our full search services. If within a one-year period after appointment, the IT Manager resigns or is dismissed for cause, we will conduct another search free of all charges for professional services. The City would be expected to pay for the reimbursement of all incurred expenses.

Should the initial outreach efforts not result in a successful placement, Ralph Andersen & Associates will continue the outreach efforts until the ideal candidate is found. The City will be responsible for expenses based on actual receipts.



We look forward to your favorable consideration. Should you need any additional information, please feel free to call Mr. Wilson directly on his mobile phone at (714) 421-3258.

Respectfully Submitted,

Ralph Andersen & Associates

Ralph Andersen & Associates

EXHIBIT B

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Ralph Andersen & Associates

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
 C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5800 Stanford Ranch Road, Suite 410

6 City, state, and ZIP code

Rocklin, CA 95765

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

9	4	-	2	2	9	9	3	8	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Jerena C. [Signature]

Date ▶ November 16, 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.