

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
COOPERATIVE PERSONNEL SERVICES DBA CPS HR CONSULTING**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the 1st day of February, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and COOPERATIVE PERSONNEL SERVICES, a California Joint Powers Authority DBA CPS HR CONSULTING ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide executive 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 Proposal, 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. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A. Consultant's total compensation shall not exceed Forty-Eight Thousand Dollars (\$48,000.00).

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 for approval on a monthly basis. 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 and the date of performance. 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. Said services shall be performed in strict compliance with the Timeline approved by City as set forth in Exhibit A. The Timeline 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, 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 three (3) years, ending on January 31, 2024, 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:

CPS HR Consulting
2450 Del Paso Road, Suite 160
Sacramento, CA 95834
Tel: (916) 471-3358
Attn: Jan Nishikawa, Contracts Manager

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 392-5400
Attn: Anita Chapanond

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

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

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

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

6.27. Counterparts 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.

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

Melissa Asher

Date: 2/22/21

Signature

Melissa Asher, Senior Practice Leader
[Name and Title]

CITY OF COSTA MESA

Carol Molina

Date: 2/24/21

Carol Molina
Purchasing Officer

ATTEST:

Brenda Green 3/4/2021

Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow

Date: 3/4/21

Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

Ruth Wang

Date: 2/25/21

Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

Anita Chapanond
Anita Chapanond
Project Manager

Date: 02/25/2021

DEPARTMENTAL APPROVAL:

Klee
Kasama Lee
Human Resources Manager

Date: 3/1/21

APPROVED AS TO PURCHASING:

Carol Molina
Carol Molina
Finance Director

Date: 2/24/21

EXHIBIT A
CONSULTANT'S PROPOSAL

PROPOSAL

City of Costa Mesa

Executive Recruitment Services for
Assistant Development Services Director and
Building Official

January 15, 2021

SUBMITTED BY:

MELISSA ASHER

Sr. Practice Leader, Products and Services

CPS HR Consulting

2450 Del Paso Road, Suite 220

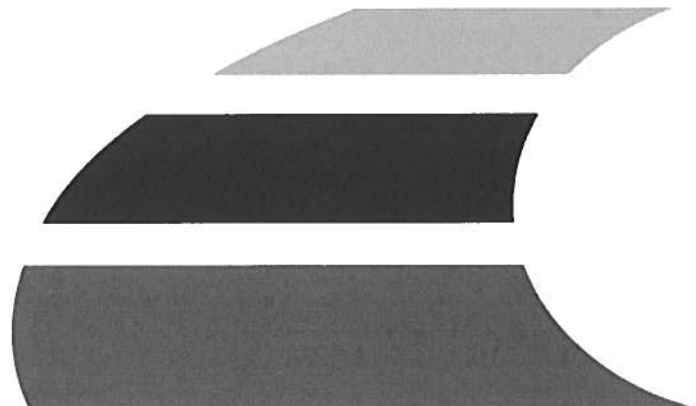
Sacramento, CA 95834

P: 916-471-3358

masher@cpshr.us

Tax ID: 68-0067209

www.cpshr.us



Your Path to Performance

January 15, 2021

Anita Chapanond-Moyer
Human Resources Analyst
City of Costa Mesa, Human Resources Division
77 Fair Drive
Costa Mesa, CA 92628

Submitted via email to: Anita.Chapanond@costamesaca.gov

Dear Ms. Chapanond-Moyer:

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the City of Costa Mesa (City) with the recruitment of a new Assistant Development Services Director and a new Building Official. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with search, screening, and placement.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important these transitions can be and CPS HR is perfectly placed to assist the City in these endeavors. Once this project begins, we will work with the City to tailor our processes to highlight your exciting opportunities and attract the best possible candidates. It is our commitment to work in partnership with your organization to successful results.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please contact me at masher@cpsshr.us or (916) 471-3358.**

Sincerely,



Melissa Asher
Senior Practice Leader, Products and Services

Table of Contents

About CPS HR Consulting	1
Organization Identification Table	2
Recruitment Experts	3
Our Recruiting Team	4
Strategy/Operational Plan	5
Key Stakeholder Involvement	5
City's Needs.....	5
Commitment to Communication	5
Aggressive, Proactive, and Robust Recruitment.....	5
Recruitment and Selection Services	6
Methodology and Scope of Work	6
PHASE I – Strategic Recruitment Plan	6
PHASE II – Marketing and Applicant Screening	6
PHASE III – Selection	7
Timeline.....	8
Pricing Structure	9
Professional Services.....	9
Reimbursable Expenses	9
Appendix A: Sample Brochure	11

About CPS HR Consulting

CPS HR Consulting has been assisting organizations with their talent management needs for over 35 years. We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America. Our core competency is its knowledge of and expertise in the public sector.

CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, Higher Education, and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs.

With more than 93 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.

Our headquarters are located in Sacramento, California. We have regional offices in Austin, TX; Littleton, CO; and Orange County, CA.

Organization Identification Table

ORGANIZATION IDENTIFICATION INFORMATION	
Legal Name and DBA	Cooperative Personnel Services dba CPS HR Consulting
Main Office	Physical: 2450 Del Paso Road, Suite 220, Sacramento, CA 95834 Mailing: 2450 Del Paso Road, Suite 160, Sacramento, CA 95834 <i>*Primary location from which services will be provided.</i>
Regional Offices	100 Congress Avenue, Suite 2000, Austin, TX 78701 4 West Dry Creek Circle, Suite 100, Littleton, CO 80120 1968 S. Coast Hwy # 961, Laguna Beach, CA 92651
Phone	Main: (800) 822-4277; FAX (916) 263-3613
Years in Business	Established 1985
Type of Organization	Joint Powers Authority (Public Agency)
State/County Registration #s	As a California JPA with federal income tax exemption under IRS Code Section 115, CPS HR is exempt from most Local and State taxes.
Federal Tax ID#/TIN/EIN	68-0067209
Dunn and Bradstreet	12-851-2480
Website	www.cpshr.us
POINTS OF CONTACT	
Proposal Contact	Melissa Asher, Senior Leader (916) 471-3358 masher@cpshr.us
Authorized Contract Representative	Jan Nishikawa, Contracts Manager (916) 471-3112 jnishikawa@cpshr.us

Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through *more than 19 years* of placing top and mid-level executives in public agencies throughout the United States.

- **Unmatched Recruitment Experience for Government Agencies.** CPS HR has extensive experience in recruiting professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.
- **Seasoned Recruiters.** Our recruiters possess a high level of expertise in recruiting and placing executive-level, middle management, and administrative professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.
- **Detailed Needs Assessments.** We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.
- **Success Recruiting Non-Job Seeking Talent.** We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.
- **Vast Pool of Public Agency Contacts.** CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level and middle management positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.
- **Satisfied Clients.** While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.
- **Retention/Success Rate.** Our success rate is tied to the longevity of the candidates we place, currently more than 91% of our placements are still in their position after two years.

Our Recruiting Team

CPS HR has assembled a strong project team with each member possessing extensive recruiting experience and a direct, in-depth understanding of local government. Mr. Frank Rojas will be your dedicated project manager and primary contact. Mr. Rojas will leverage the knowledge and experience of our entire recruitment team in order to provide you with the best possible recruitment experience. We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. We will not utilize subcontractors for these services. Key staff will not be changed without approval of the City.

Role/Project Assignment	Name	Phone	Email
Senior Executive Recruiter	Frank Rojas	(916) 471-3111	frojas@cpsshr.us

Frank Rojas, Senior Executive Recruiter (resides in Riverside, CA)

Frank Rojas is a Senior Executive Recruiter with CPS HR Consulting. Frank brings more than 30 years of recruiting experience from the highly competitive direct placement and contract labor industries as well as the corporate environment. Mr. Rojas has significant experience placing corporate leaders, executive, professional, and technical staff including individual contributors for government sector, non-profits, aerospace, architectural and engineering, information technology, petroleum and chemical, energy, power, civil/structural, transportation and private industry.

In addition to recently completing recruitments for City of Los Angeles, City of Oxnard, City of Anaheim, City of Redlands, City of Carson, and LA Metro, recent successful efforts include positions of City Manager, Chief Financial Officer, Director of Planning & Development, Chief Executive Officer, Chief Ethics Officer, and Director-level hires for Public Works, Health Housing and Community Services, Human Resources, Information Technology, Utilities, and Division/Site General Managers.

Mr. Rojas began his career in Contract Labor and over the next 20+ years launched seven start-up offices in several states and locations providing direct placement and contract support to hundreds of clients in virtually all industries and levels of talent. He continued his career in the non-profit environment managing and building talent acquisition support during significant growth periods. Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media. He was named in the top 1% viewed profiles on LinkedIn.

Strategy/Operational Plan

Key Stakeholder Involvement

The Hiring Manager on behalf of the City must be intimately involved in the recruitment and selection process. Our approach assumes their direct participation in key phases. At the discretion of the Hiring Manager, other key stakeholders may also be invited to provide input for the development of the candidate profile.

City's Needs

A critical first step in a successful executive search is for the Hiring Manager to define the professional and personal qualities required of the Incumbent. CPS HR has developed a very effective process that will permit the Hiring Manager to clarify the preferred future direction for the City; the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate the Hiring Manager wishes to establish with the Incumbent; and ultimately, the professional and personal qualities required of the Incumbent.

Commitment to Communication

Throughout the recruitment and selection process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

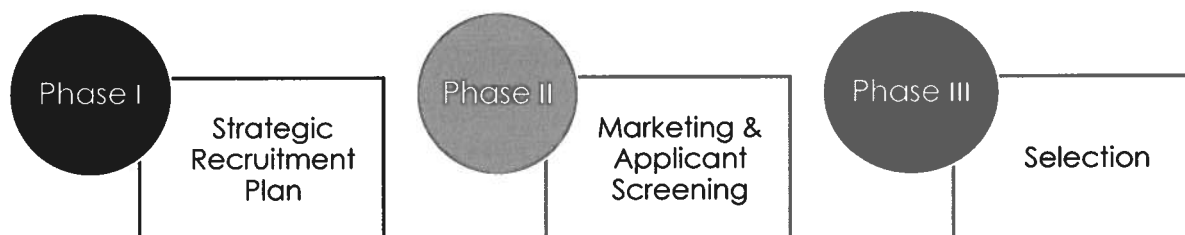
Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for these opportunities; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates. We use advertisements, directly email the outreach brochure, post messages and connect with potential candidates on business media such as LinkedIn, and of course, pick up the phone and call qualified individuals and referral sources.

Recruitment and Selection Services

Methodology and Scope of Work

Our proposed process is designed to provide the City with the full range of services required to ensure the ultimate selection of a new Incumbent uniquely suited to the City's needs. A partial recruitment consists of Phase I and Phase II only.



PHASE I – Strategic Recruitment Plan

The first step in this engagement is a thorough review of the client's needs, culture and goals; the recruitment and selection process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges.

CPS HR will execute the following tasks:

- Foster client collaboration.
- Create a tailored plan for your agency and unique position.
- Review of job duties and compensation for marketability.
- Define ideal candidate profile with hiring authority and key stakeholders.
- Identify testing/assessment needs.
- Conduct stakeholder engagement (surveys, focus group, community meetings).
- Leadership assessment.

PHASE II – Marketing and Applicant Screening

The recruitment process is tailored to fit the client's specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

CPS HR will prepare, submit for your approval, and publish advertisements in appropriate magazines, journals, newsletters, job bulletins, and websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy. CPS HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates. Please refer to **Appendix A** for a sample brochure.

CPS HR will execute the following tasks:

- Create a four-page colored brochure or electronic flip book.
- Conduct targeted research to identify ideal passive candidates.
- Execute active and passive sourcing of candidates through e-mail, phone, and social media.
- Devise advertising & marketing strategy.
- Develop innovative media campaigns.
- Review applicant resumes and ensure minimum qualifications are met utilizing client's applicant tracking system or CPS HR's applicant tracking system.
- Facilitate comprehensive screening interviews.

PHASE III – Selection

CPS HR will design a selection process based on information gathered in Phase I. We will meet with the client to review this process and discuss the client's preferred approach in assessing the final candidates.

We can coordinate all aspects of the selection process for the client. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; and facilitating the interviews.

CPS HR will execute the following tasks:

- Develop and facilitate all required selection processes including development of interview questions and/or assessments.
- Coordinate all candidate communication and scheduling.
- Train interview panel and handle onsite facilitation of interview process.
- Execute extensive background and reference checks.
- Provide assistance with contract negotiation.
- Facilitate appointment of selected candidate.
- Prepare a written report that summarizes the results of the recruitment process.

Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All search activities up to and including the selection of new Incumbent can be completed in 12 to 14 weeks. The precise schedule will depend on the placement of advertising in the appropriate professional journals, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting	➤															
Draft Brochure		➤														
Brochure Approved/ Printed & Place Ads		➤														
Aggressive Recruiting						➤										
Final Filing Date						➤										
Preliminary Screening							➤									
Present Leading Candidates								➤								
Interviews										➤						
Reference/ Background Checks											➤					
Appointment												➤				
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Pricing Structure

Professional Services

Our professional fixed fee covers all CPS HR services associated with **Phases I, II, and III** of the recruitment process, including the necessary field visits (up to three) to develop the candidate profile and recruitment strategy, assist the City with finalist selection, and facilitate candidate interviews. The Professional fee quoted represents a \$1,000 per recruitment discount from our normal fee for bundling multiple recruitments.

Reimbursable Expenses

Actual out-of-pocket expenses for such items as consultant travel, advertising, marketing, printing/copying, and postage/delivery charges are reimbursable at cost. There is no mark-up on expenses and ***we will work proactively with the City to ensure that dollars being spent for expenses are in keeping with the City's expectations.*** Travel expenses for candidates who are invited forward in the interview process are not included under our reimbursable range. However, should the City desire, CPS HR's Travel Team is available to coordinate these arrangements. This may require additional reimbursable expenses. The listed reimbursable expenses range includes a background check on the selected finalist candidate.

Professional Fixed Fee & Reimbursable Expenses*	
Professional Services Per Full Recruitment (Fixed Flat Fee)	\$17,000
Reimbursable Expenses <u>Approximate</u> recruitment costs include: <ul style="list-style-type: none"> ■ Brochure Design and Printing ■ Advertising ■ Background check for one candidate ■ Other recruitment expenses such as supplies, travel, and shipping 	\$7,000
Not-to-Exceed Total Per Recruitment	\$24,000

*Professional fees and reimbursable expenses would be billed and paid monthly.

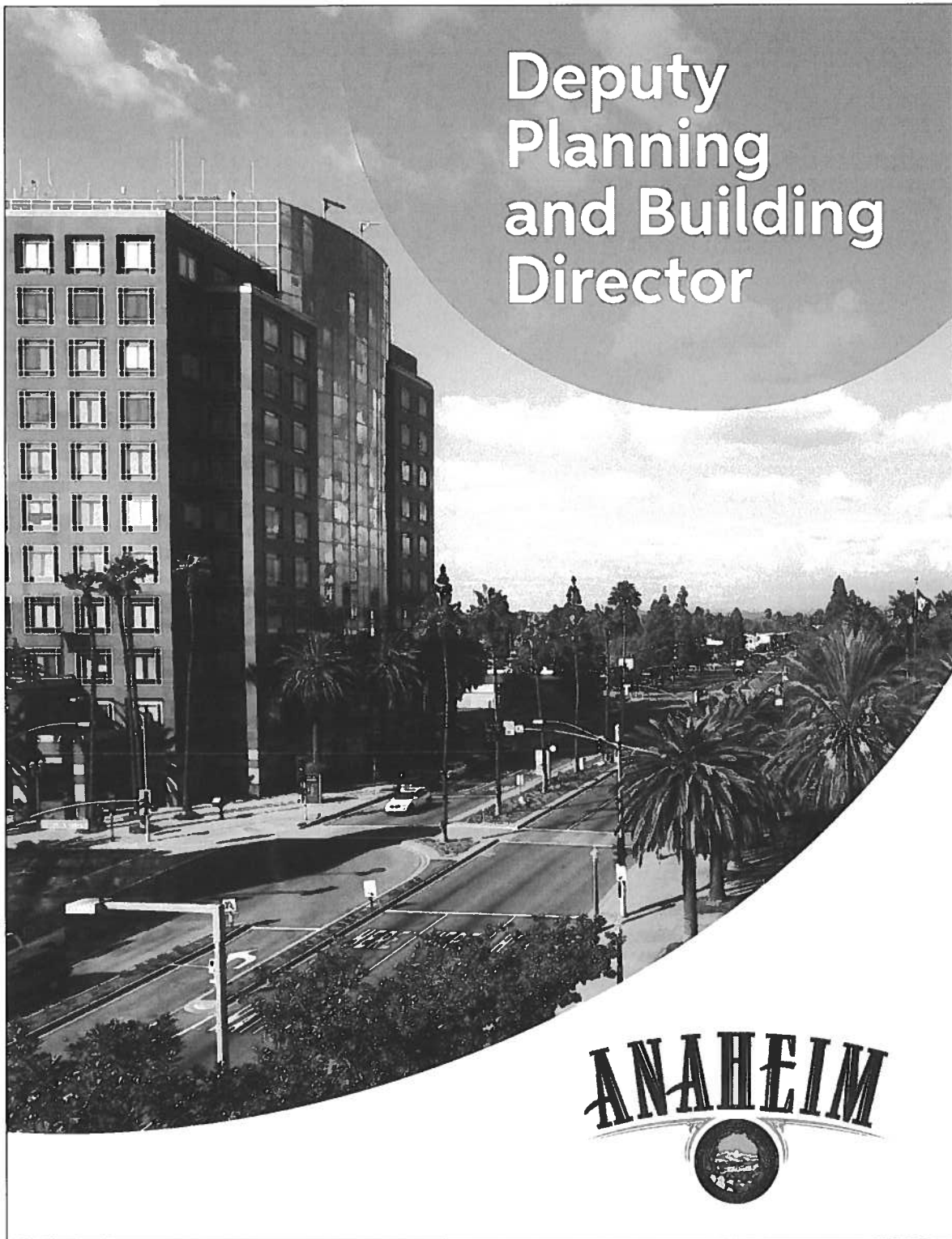
Optional: Recruitment Video

In addition to the standard recruitment brochure, CPS HR can develop a recruitment video to attract a wider range of applicants. More than 63% of organizations are now using visual media to attract the attention of job seekers, convey the culture of the organization, and effectively expand the talent pool. For this approximately three-minute video, CPS HR will arrive onsite to film footage of the workplace and community, as well as conduct onsite interviews with selected employees. This video is optional and costs **\$3,500**.

Executive Search Recruitment One-Year Service Guarantee


If the employment of the candidate selected and appointed by the City as a result of a full executive recruitment (*Phases I, II, and III*) comes to an end before the completion of the first year of service, CPS HR will provide the City with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The City would be responsible only for reimbursable expenses. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.

Appendix A: Sample Brochure



Deputy
Planning
and Building
Director

ANAHEIM



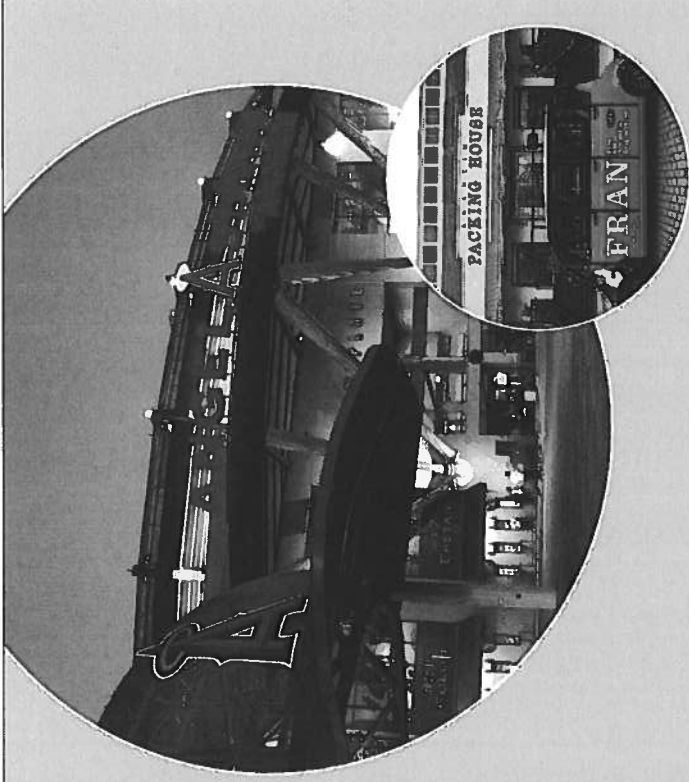
THE POSITION

The Deputy Planning and Building Director assists in the overall management of the Planning and Building Department, including the coordination of department-wide operations, programs and staff on behalf of the Planning and Building Director. The Deputy Director will be assigned to, and directly responsible for, the management and oversight of the Planning Services Division. This position will lead the City's planning efforts for the growth and evolution of some of Southern California's most iconic destinations, including The Disneyland Resort and The Anaheim Resort, Angel Stadium, and the Honda Center. This is a premier position that offers the opportunity to direct and inspire a team of talented and dedicated city planners and support staff as they take on the broad range of challenges and opportunities for land use and development in a complex and dynamic city.

THE IDEAL CANDIDATE

The ideal candidate is a strategic leader and effective communicator who possesses a high level of technical planning proficiency, has a collaborative approach to management, and enjoys mentoring and developing employees in a team-oriented environment. The successful candidate will have significant experience working with CEQA, be current with State Housing Element laws and processes, and have experience working on General Plan Updates, as well as complex large-scale development projects. The Deputy Director will be a hands-on manager with the demonstrated ability to direct and manage multiple priorities while exercising sound independent judgment. This position interacts with many and varied internal and external stakeholders, thus requires exceptional interpersonal and presentation skills and astute political awareness.

Anaheim is a destination city; past experience working in a community with visitor-serving uses is desirable. This is an excellent opportunity for candidates that like to take initiative, are innovative, driven to get things done and ready to hit the ground running.



QUALIFICATIONS

- ▶ Bachelor's degree from an accredited college or university with major course work in urban planning, public administration, engineering, or a related qualifying field.
- ▶ Master's degree in urban planning or relevant subject area is desirable.
- ▶ Eight (8) years of increasingly responsible experience in local government planning or related field.
- ▶ Four (4) years of administrative and staff supervision.

ABOUT THE PLANNING AND BUILDING DEPARTMENT

The Planning and Building Department's mission is to enhance the City of Anaheim by developing and implementing land use policies that reflect the goals of the community, ensuring safe and code compliant development and properties, attracting and retaining businesses that contribute towards a healthy economy, and providing exceptional customer service. The department is consists of 76 full time and 33 part time employees within the following four divisions:

Planning & Building Administration provides leadership and support to the Department to ensure efficient implementation of the goals and priorities established by the City Council and the City Manager.

Planning Services provides information and assistance to those developing property in Anaheim and to businesses locating or expanding in the City; supports the Planning Commission; processes discretionary and regulatory applications; maintains and implements the City's General Plan and Zoning Code; participates in regional planning activities; and facilitates growth and expansion of businesses and administers the City's historic preservation programs. The Planning Division includes approximately 25 planners and support staff.

Building Services ensures high standards of safety and service by reviewing plans, conducting inspections, and issuing permits for construction of, and improvements to, residential, commercial, and industrial structures.

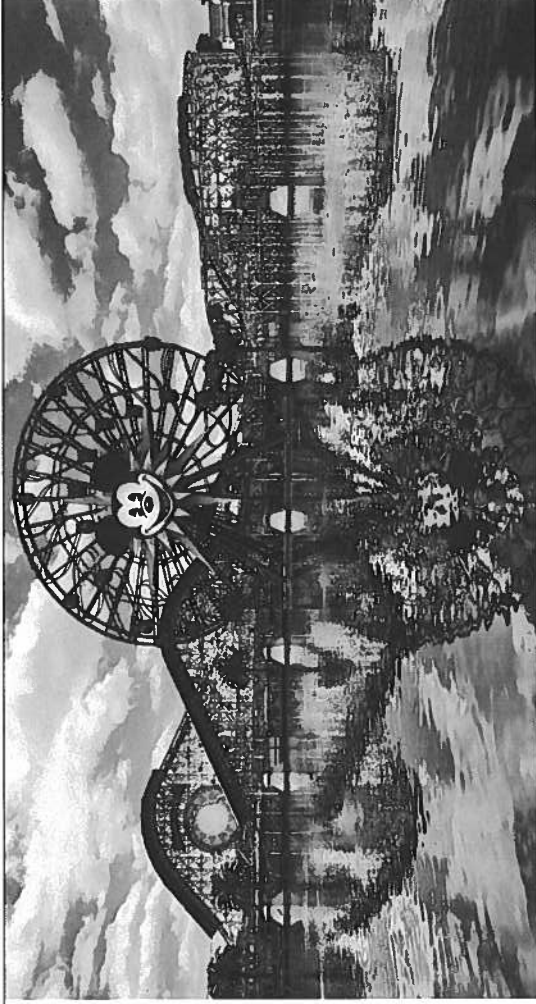
Community Preservation and Licensing promotes and implements standards to preserve and enhance the quality of life and public safety in Anaheim by investigating and resolving code violations, removing graffiti, and administering the City's Business License program and contract with the County of Orange for animal care and sheltering services.



ABOUT ANAHEIM

Anaheim is a full-service city supporting more than 358,000 residents, 20,000 businesses, and 25 million annual visitors. The city provides public safety through the Anaheim Police Department and Anaheim Fire & Rescue, water and power service through Anaheim Public Utilities, parks, community centers, family services and libraries through Anaheim Community Services, neighborhood and transportation improvements through Anaheim Public Works, and community revitalization through Community & Economic Development.

Anaheim is a modern, diverse city with a proud history dating back to its 1857 founding. Anaheim is known worldwide as the home of the Disneyland Resort, including Walt Disney's original Disneyland Park, as well as Angel Stadium of Anaheim and Angels Baseball. Honda Center and the Anaheim Ducks, and the Anaheim Convention Center, the largest on the West Coast. Anaheim's thriving visitor industry and business community help support the city's neighborhoods and make Anaheim a great place to live, work, and play.



COMPENSATION AND BENEFITS

The annual salary range for Deputy Planning and Building Director is **\$127,233.00 - \$174,945.00 DOE**.

In addition to a competitive salary, the City of Anaheim offers a comprehensive benefits package including:

- » **Retirement** – California Public Employees' Retirement System (CalPERS) 2.7% @ 55 for classic members who are existing CalPERS members of any agency with reciprocity (2% employee contribution); 2% @ 62 for new employees who have never been a CalPERS member, or a member but has a break in service longer than six (6) months (6.75% employee contribution); The City does not participate in Social Security.
- » **Health Plans** – The City offers two HMO and two PPO health plans. Vision coverage is included at no cost. Employees may waive medical coverage and receive an opt-out credit when providing proof of coverage through another medical plan. Employees hired after March 31, 1986 pay 1.45% towards the Medicare Plan.
- » **Dental Plans** – The City offers employees two dental insurance plans. One plan is at no cost to the employee. Retiree Health Savings Plan (RHS) – Employees will be enrolled in a Retiree Health Savings Plan funded by a City contribution and an employee contribution. This plan allows employees to save on a tax-free basis for medical premiums in retirement.
- » **Vacation** – Accrual at the rate of four to nine hours per pay period, depending upon length of service. New employees to the City start at four hours per pay period.
- » **Sick Leave** – Accrual at the rate of three hours per pay period, equal to 78 hours annually. Payment is made each January to employees for all accumulated hours in excess of 175 hours.
- » **Holidays** – Ten paid holidays provided annually.
- » **Other Insurance Benefits** – The City offers and participates in the payment of a group life insurance program for employees and their eligible dependents. Short-term and long-term disability (STD and LTD) insurance coverage is provided at no cost to the employee.
- » **Miscellaneous Benefits** – Anaheim offers two tax saving opportunities through the Health Care and Dependent Care Flexible Spending Account that reduces taxable income. The City offers a voluntary 457 Deferred Compensation Plan for an additional tax-deferred savings option. Anaheim offers an Employee Assistance Program, REACH, free of charge to employees and family members.
- » **Annual Executive Physical** – City provided.
- » Access to a credit union provides City employees with a variety of products, services, and benefits.

APPLICATION AND SELECTION PROCEDURE

The final filing date is **Friday, April 3, 2020**. To be considered for this exceptional career opportunity, please submit your cover letter with résumé, and a list of five professional references (who will not be contacted in the early stages of the recruitment). Résumés should reflect years and months of positions held, as well as size of staff and budgets you have managed. Forward materials to: <https://executivesearch.cpshr.us/JobDetail?ID=625>

CPS HR CONSULTING

Frank Rojas 916-471-3111
Email: frank@cpshr.us

Résumés will be screened based on the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the consultant. CPS HR Consulting will report the results to the City. Only the most qualified candidates, as determined by the screening process, will be invited to participate in the selection process. The City of Anaheim will then select finalists for panel interviews that will take place April 23, 2020. Candidates deemed most qualified will be invited to participate in a final interview on April 29, 2020. Background and reference checks will be conducted after the final round. For additional information about this position please contact Frank Rojas

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.