

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
ECKERSALL, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of May, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ECKERSALL, LLC, a California limited liability company ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to geographic information system (GIS) consulting services on an as-needed basis, 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 annual compensation shall not exceed Forty-Nine Thousand Nine Hundred Fifty Dollars (\$49,950.00).

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

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

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

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, 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 May 16, 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:

Eckersall, LLC  
5670 Schaefer Ave., Suite G  
Chino, CA 91790  
Tel: (909) 591-5556  
Attn: Scott Eckersall

### IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5044  
Attn: Jim Liu

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**

Scott V. Eckersall  
Scott V. Eckersall  
President

Date: 5/18/2021

**CITY OF COSTA MESA**

Carol Molina  
Carol Molina  
Purchasing Officer

Date: May 20, 2021

**ATTEST:**

Brenda Green 6/4/2021  
Brenda Green  
City Clerk



**APPROVED AS TO FORM:**

Kimberly Hall Barlow  
Kimberly Hall Barlow  
City Attorney


Date: 6/3/21

**APPROVED AS TO INSURANCE:**

Ruth Wang  
Ruth Wang  
Risk Management

Date: 5/21/21

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jim Liu  
Project Manager


Date: 6/1/2021

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Steve Ely  
I.T. Director

Date: 6/1/2021

APPROVED AS TO PURCHASING:

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

Date: May 21, 2021

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**



ECKERSALL

GIS Consulting | SaaS Solutions | Spatial Services

## PROPOSAL FOR GIS SERVICES

April 5, 2021

Mr. Jim Liu  
System and Programming Supervisor  
City of Costa Mesa  
77 Fair Dr  
Costa Mesa, CA 92626

Dear Mr. Liu

Eckersall, LLC (Eckersall) is pleased to provide the City of Costa Mesa (City) the following quote to provide various onsite and remote GIS Services. We understand the City has a need augment in-house GIS resources on an as-needed basis. We further understand that the City uses Geocortex and ESRI technology and requires a firm experienced in all facets of ESRI technology including ArcGIS Desktop, Server, ArcSDE, Portal, and various ESRI web technologies. We believe we are well-positioned to continue to meet this need.

Sincerely,

Scott V. Eckersall  
President  
ECKERSALL, LLC



GIS Consulting | SaaS Solutions | Spatial Services

## COMPANY PROFILE

**Eckersall, LLC (Eckersall)** is a privately held company in Chino, CA. We specialize in Enterprise GIS software and data development, consulting, field data collection (GPS) and GIS system integration and operability. We started in 2006 with a vision to provide outstanding and cost-effective GIS technology to local government agency clients. Our focus is primarily in the city public works, utility, and planning sectors. Eckersall is well known as a premier GIS Consulting Services Company and its staff has a long-standing and well-respected history in the GIS industry. Our teams' profound understanding of geospatial technologies and a broad range of software platforms assure our clients an unbiased GIS solution that best meets their needs and mission-critical objectives. Through our experience and years of working with multiple agencies and organizations across Southern California, we have developed a web-browser based suite of GIS tools called XY MAPS that supports a number of vertical markets and provides a user interface that everyone within the organization can use effectively. XY MAPS is currently operational in eight Southern California cities and in most cases; it serves as the organization's primary GIS system. We are also experts in other mainstream GIS solutions including those from ESRI and Geocortex, and are supporting and extending a number of these installations for City and Utility clients.

## SERVICES

Eckersall provides high quality and cost effective services including:

- ✦ **App Development:** ArcGIS Desktop and Mobile custom development, task automation with Python, Model Builder, and SQL, iOS and Android native apps, QGIS custom tools.
- ✦ **Web Development:** React, Microsoft and Java technologies, Amazon Web Services, Google Maps, MapBox, Leaflet, ArcGIS Server, Portal, ArcGIS Online, ESRI Desktop, Mobile, Web APIs.
- ✦ **Product Management:** Needs analysis, rapid prototyping, development, testing, and maintenance strategies.
- ✦ **GIS integration with Laserfiche, HdL, Tyler Energov, Lucity (GBA Master Series), Accela, Maintstar, Maximo, FAMIS, and other solutions**
- ✦ **SQL Server, ArcSDE, Postgres, MongoDB database design, installation, configuration, data loading, tuning, maintenance, replication, and backup**
- ✦ **ESRI ArcSDE/ArcGIS Server setup, database design, implementation, tuning, and programming.**



GIS Consulting | SaaS Solutions | Spatial Services

- ✦ Latitude Geographics Geocortex Essentials installation, configuration, upgrades, custom reports, and workflow development.
- ✦ Customized training on desktop and web-based GIS.
- ✦ GIS data development, requirements analysis, database design, data translation and acquisition, data integration, indexing and linking.
- ✦ Document scanning, geo-referencing, indexing, storage and linking of digital documents to GIS spatial features and layers.
- ✦ Data conversion, digitizing (as-built) drawings and documents to digital GIS layers.

## KEY PERSONNEL

### ✦ **Scott Eckersall, GISP - Senior GIS Programmer/Analyst**



Mr. Eckersall has over 25 years' spatial software leadership experience. He maintains a consistent track record of delivering professional grade solutions in use by thousands. He builds consensus and quickly translates requirements into fully supported software using a mixture of agile methodologies. Scott routinely integrates GIS technology with other systems, databases, and processes.

- 25 years GIS career designing, developing, implementing, and supporting long-term desktop and web Enterprise GIS software solutions from application and database design to data capture/conversion, to implementation and long-term support.
- Experienced with ESRI ArcGIS Desktop, Pro, Enterprise, Portal, ArcSDE, Autodesk Mapguide, Autodesk Map, QGIS, SQL Server, and Postgres.
- In-depth understanding of creating and maintaining complex GIS databases, primarily for public works agencies and utility clients
- B.S., Civil Engineering, California State University Los Angeles – 1996





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**✦ Chris Robinson, GISP – Senior GIS Programmer/Analyst**

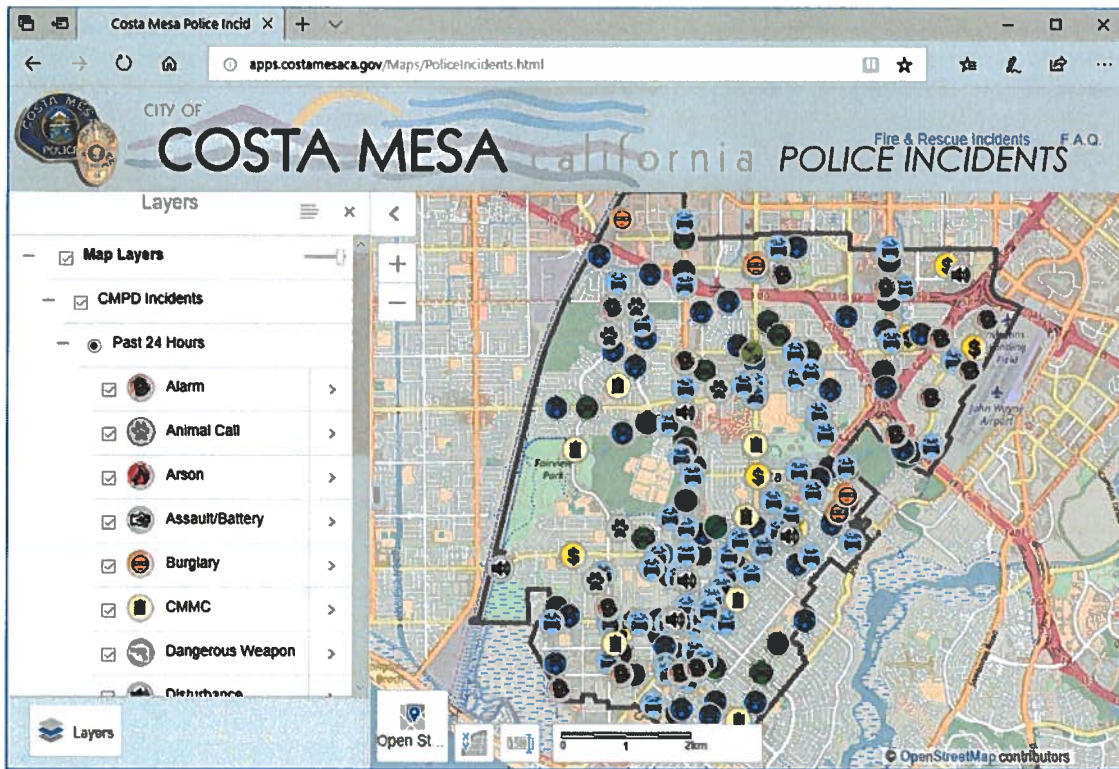


For the past 15 years Chris has been working with local government, public safety, energy, and utility clients providing a variety of GIS consulting services. From environmental studies in Alaska to crime reporting in San Diego, Chris has worked in many disciplines at various levels within the GIS industry. Prior to joining Eckersall in 2020, Chris has worked for Michael Baker International, Intrado, Resource Data Inc., EagleView/Pictometry, The Omega Group, and Nielsen. Chris has a genuine curiosity for spatial technology, which has led him to increase his proficiency with ESRI products, Python and SQL scripting to automate the recurring conversion, QC, and deployment of geodatabases containing millions of records. Chris has a solid understanding of mapping and managing complex utility distribution and transmission systems.

- 15 year GIS career working with a variety of clients in the public safety, NG9-1-1, utility, energy, and planning sectors
- M.S., Applied Data Science - In progress, expected 2022
- B.S., Geography/GIS, San Diego State University - 2006
- California Geographic Information Association (CGIA), Vice Chairman, June, 2020-Present; Board of Directors, July, 2018 – June, 2020

## RECENT PROJECT EXPERIENCE

### City of Costa Mesa – GIS Consulting and Web GIS Application Development



The City's Information Technology Department was referred to Eckersall by another long-time client, the City of Brea. Costa Mesa contracted with Eckersall in early 2017 to serve as onsite and remote GIS consultants. During the course of this engagement, Eckersall has completed the following tasks, typically working 2-3 days per month:

- ArcGIS Server, ArcSDE, and SQL Server maintenance and tuning
- Geocortex application development on the ArcGIS Server platform for in-house use, including a radius map tool that creates PDF mailing labels for parcels within a user-defined buffer. This allowed staff to produce their own radius maps rather than request them from GIS consulting staff
- Web applications for public use, displaying current Police and Fire calls for service:
  - o <http://apps.costamesaca.gov/Maps/PoliceIncidents.html>
  - o <http://apps.costamesaca.gov/Maps/FireIncidents.html>
- Parcel updates incorporating a mixture of County and in-house sources



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- Street address updates from City sources and field inspections
- Development of automated Python tools to import monthly property data updates and perform QC and packaging of updated Parcel and Address updates
- Documentation of all of the above procedures in a standardized format, including background, data sets with correct field structure, and step-by-step editing and packaging
- On-call map editing and production services for various departments, typically for use at various Council and Commission meetings

In January, 2021 the City is renewing the contract with Eckersall to continue to provide GIS services for a fifth year. Goals for the coming year include migration of all web applications from Geocortex to the ArcGIS Server API platform, and GIS assistance as the City implements a new land management system.

For more information, please contact:

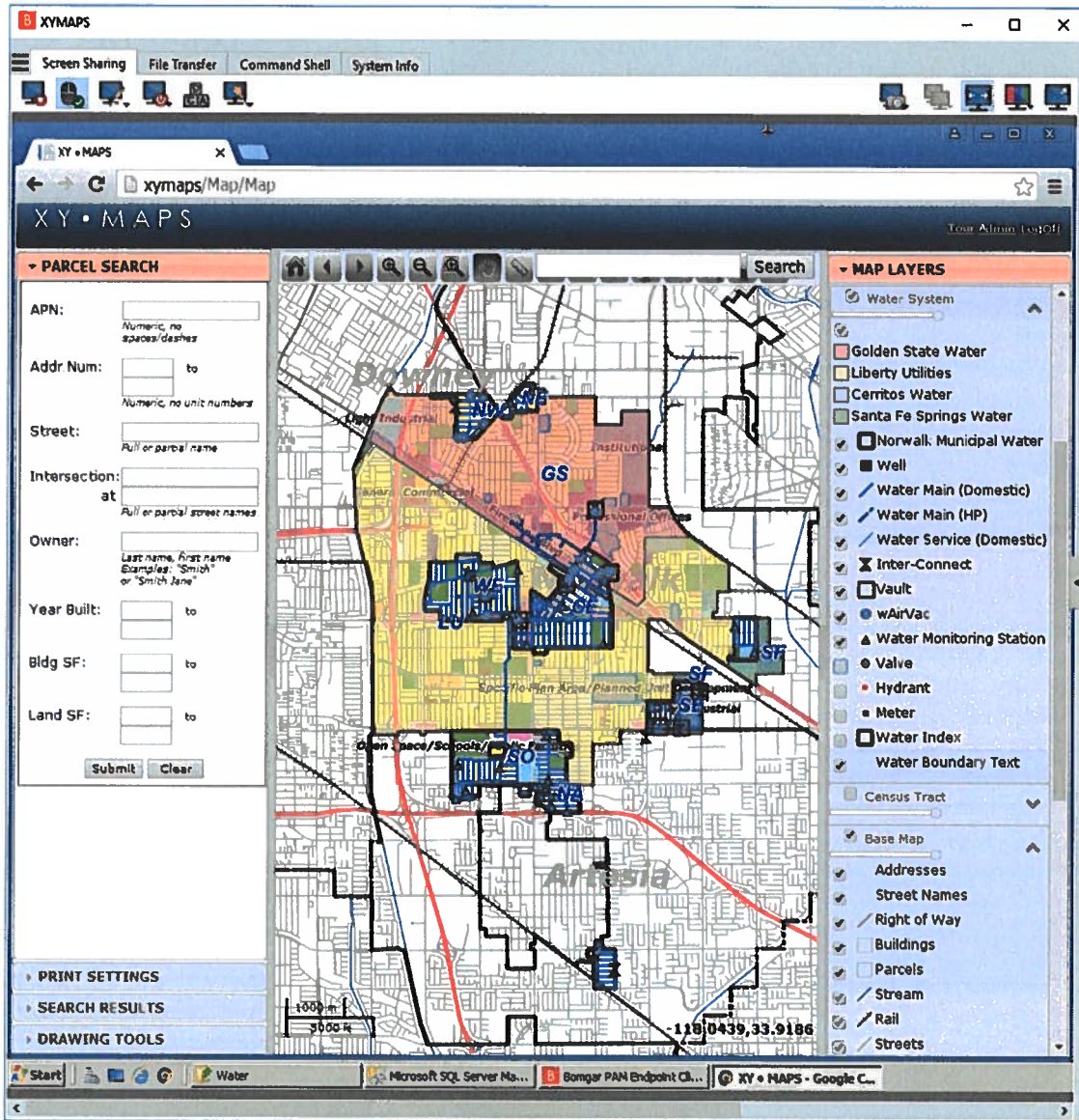
Jim Liu  
*Systems & Programming Supervisor*  
*City of Costa Mesa*  
77 Fair Drive  
Costa Mesa, CA 92626  
[JIM.LIU@costamesaca.gov](mailto:JIM.LIU@costamesaca.gov)  
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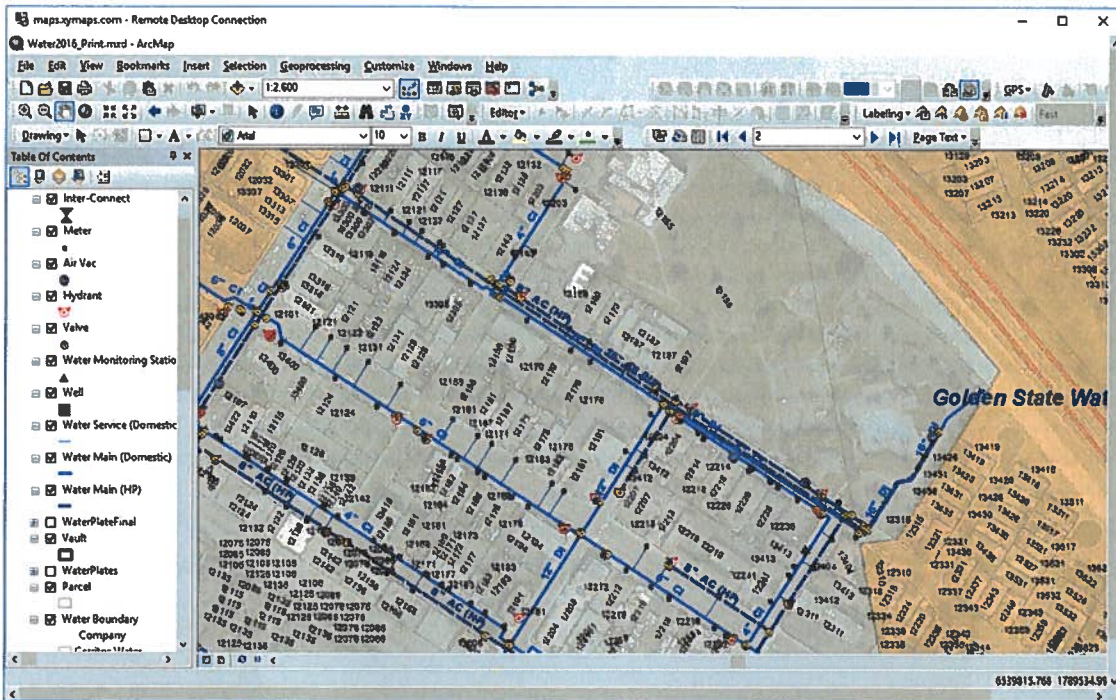
## City of Norwalk – GIS Consulting, Web-Based Mapping Services, Water/Sewer GIS Updates



The City has worked with Eckersall since 2014 to provide its XY MAPS web mapping on internal City servers for staff use. This initial effort was to provide a GIS foundation in a City where there was no previous capability. The following layers were created and brought online:

- Parcels and City Boundary from L.A. County
- Aerial photography purchased from L.A. County
- Addresses from Parcels, City sources, and our field inventory
- Zoning, Land Use, Street sweeping days, Trash days, Council Districts, and Norwalk Transit routes/stops from City source documents

Eckersall, LLC 5670 Schaefer Ave, Suite G Chino, CA 91710



In 2016, the Public Services Department contracted with Eckersall to create its new Water GIS and update its existing Sewer GIS. Some existing water maps were in AutoCAD format and depicted facilities at a very high level. The Sewer GIS existed but gravity main and manhole locations were accurate to within 30-50 feet in most cases. Therefore City needed the Sewer GIS accuracy improved and Water GIS created from scratch.

Norwalk Municipal Water System is comprised of eight mostly discontinuous zones, some connected to neighboring water companies, and one in the southern-most part of Artesia, two miles south of Norwalk. Each zone posed unique challenges and construction methodology. For example, South Artesia lacked any documentation beyond a hand-drawn sketch of water main locations. A number of meters and valves in this zone were in back yards, marginally accessible, and/or buried. In some zones, meters are read by Norwalk and distribution mains belong to other water companies.



the





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The project was performed using a combination of GPS, as-built or design construction plans, maps, meetings with field staff, and other sources dating back to the 1930's. Photos were taken of each meter, valve, hydrant, interconnect, water monitoring station, and air vac to produce a highly accurate and usable GIS.



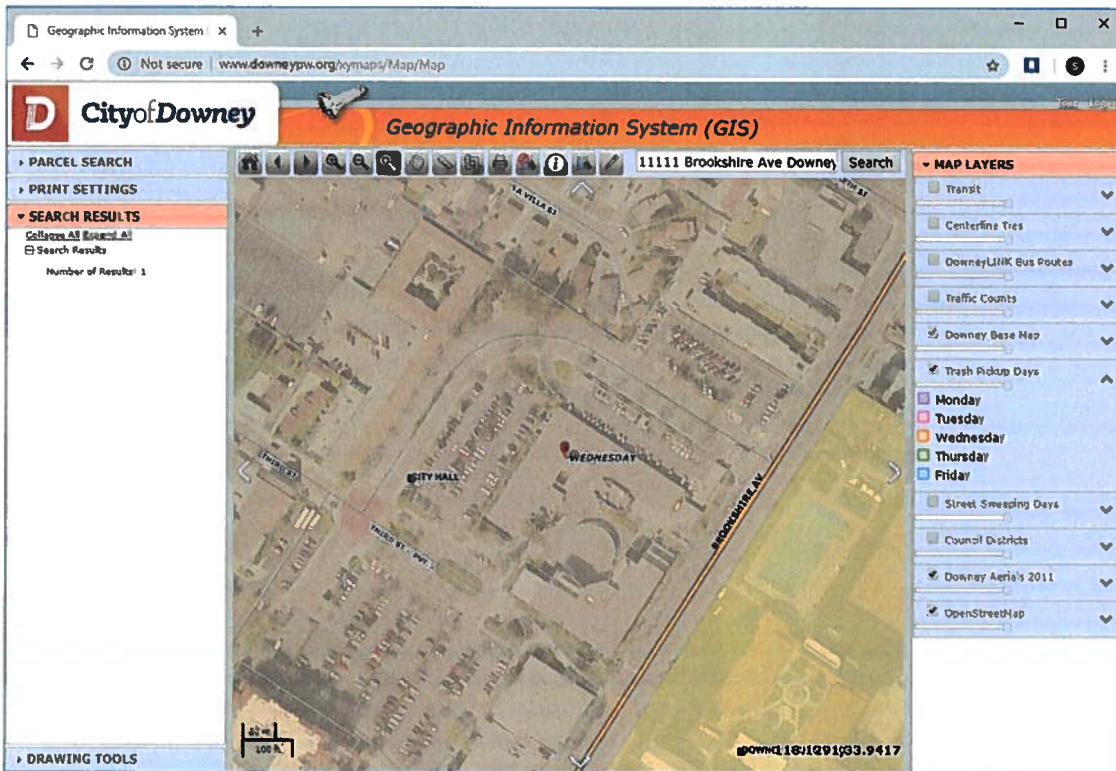
While the results of this extensive mapping effort were highly accurate Sewer and Water system maps, the goal for the next year is to provide GIS capabilities to field staff and other authenticated City staff on their iPads. Eckersall is currently migrating the City's in-house web GIS to the cloud version to enable this level of access.

Julian Lee (Now with the City of Lawndale)  
*Director of Public Works*  
City of Lawndale  
14717 Burin Ave  
Lawndale, CA 90260  
310-973-3200



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## City of Downey – GIS Consulting and Web-Based Mapping Services



Downey has worked with Eckersall since 2013 to provide its XY MAPS product to deploy ArcGIS Server GIS to internal and public users. The deployment at the City of Downey is the most complex installation to-date. While XY MAPS has typically been deployed in cities that have little or no existing in-house GIS technology or staff, Downey has both. The City recognized the value of XY MAPS as a “better mouse trap” compared to ESRI’s out-of-the-box web client and other costly web mapping solutions. It makes use of a mix of open source and Microsoft .NET ASP.NET MVC 4 components for a powerful, flexible, and configurable web application.

Eckersall configured a new Windows Server 2008 server with ArcGIS Server 10.2 and ArcSDE 10.2. Existing ArcGIS Server services from 9.3 were migrated to 10.2 and fully tested. XY MAPS was then installed and configured to use the ArcGIS Server 10.2 instance. A separate public-facing server was also configured with XY MAPS and set up to use separate open source software (PostGIS and Geoserver) to eliminate the need for additional ESRI licensing for the public server. The City of Downey GIS database contains approximately 90 data layers, all of which are visible internally.



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In 2015-2016, Eckersall georeferenced approximately 16,000 engineering drawings, linking them to features in XY MAPS. For example, water and sewer mains are clickable, and linked to all relevant drawings in which those mains exist. In late 2016, Eckersall developed custom capabilities to upload and display documents to Laserfiche, directly from the XY MAPS interface.

For more information, please contact:

Ahmed Husain, MS, MGIS, MPA, PE, GISP  
*GIS Manager, City of Downey*  
Department of Public Works  
11111 Brookshire Ave  
Downey, CA 90241  
[AHusain@downeyca.org](mailto:AHusain@downeyca.org)  
(562) 299-6714



**San Juan Water District – GIS Needs Assessment, Conceptual Plan, and Implementation Plan**

San Juan Water District (SJWD) had a robust Autodesk-based GIS system since the mid-1990's, which included AutoCAD Map for data editing and Autodesk MapGuide to provide Intranet-based access to all staff. This system provided access to GIS data, applications, and interoperability with their MMS, CRM, SCADA, and financial systems. By 2016, various Windows Server updates had rendered the Intranet-based system inoperable with no clear path forward using the existing Autodesk technology. SJWD released an RFP for a GIS consultant to study the current GIS system, interview staff, explore alternatives, and develop a comprehensive Needs Assessment, Conceptual Plan, and Implementation Plan. The District was specifically seeking a firm experienced with multiple platforms including those from Autodesk and ESRI.

Eckersall was selected to provide these services, including the following tasks:

- Development of Staff Questionnaires to assess current use and future needs for GIS and related technology
- Interviews with staff to review all questionnaires and uncover additional needs



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- A GIS Needs Assessment based on tabulated Questionnaire/Interview findings
- A Master GIS Data Catalog identifying all existing and possible future data
- A Conceptual Plan which provided various GIS platform alternatives for SJWD consideration and guidance for a preferred alternative based on industry standards and other factors
- An Implementation Plan based on the selected GIS platform (ESRI), including costs, schedule, and phasing to fully implement GIS with all desired interoperability with their MMS, CRM, SCADA, and financial systems.

Contract Amount: \$29,520

For more information, please contact:

**Rob Watson**  
*Engineering Services Manager*  
San Juan Water District  
9935 Auburn-Folsom Road  
Granite Bay, CA 95746  
[rob.watson@sjwd.org](mailto:rob.watson@sjwd.org)  
(916)791-0115



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## HOURLY CONSULTING RATES

### Senior GIS Programmer/Analyst

**\$95/hour**

- Geocortex Essentials Site/Viewer setup, configuration, updates, and migration to Web Appbuilder
- ESRI Desktop and Server installation, configuration, tuning, testing, and troubleshooting
- Database design, migration, automation via Python/SQL, tuning and testing
- ArcGIS Server configuration, map service setup, testing, tuning, and troubleshooting
- ArcGIS Portal setup, configuration, testing, tuning, and troubleshooting
- ArcGIS Online service configuration, development using Web Appbuilder and custom ESRI APIs
- GIS and tabular data update automation using Python and SQL
- Web and Desktop application development
- Documentation
- ArcGIS Desktop map updates including Parcels, Addresses, Public Safety and Planning layers
- GIS data conflation, registering data from one parcel base to another using automated means

## KEY STAFF RESUMES

### *Scott V. Eckersall*

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#### *Background*

Mr. Eckersall has over 25 years of geospatial software leadership experience with a consistent track record of delivering professional grade solutions in use by thousands. He is a software developer, consultant and trainer specializing in GIS and other spatially-enabling technology running on the web, desktop and mobile platforms. Operating as an independent GIS software developer, consultant, and trainer since 2002, Mr. Eckersall founded Eckersall, LLC in 2003 and developed a web-based suite of GIS tools called XY MAPS, which is being utilized in eight cities across Southern California. Scott consults with a number of Southern California cities providing GIS services, as well as various software firms to provide geospatial solutions. While serving as Product Manager and lead software developer for Digital Map Products, Mr. Eckersall designed and built CityGIS.com, a suite of GIS productivity tools for a mass-deployed user base. Previously at Psomas, he developed a variety of GIS applications including an award winning ArcView-based Automated Pollutant Loading Model for Los Angeles County Public Works. Scott has also worked for Los Angeles County Department of Public Works in the IT and Design Divisions, having built GIS solutions for street lighting management, catch basin inventories, emergency management, road maintenance, and more.

#### *Education*

*B.S., 1996 Civil Engineering; Cal State University, Los Angeles*

#### *Technical Skills*

- *GIS software including ArcGIS Desktop and Server through 10.8, ArcGIS Online, Geocortex, ArcFM, DotSpatial, QGIS, Geoserver, Google Maps, MapBox, OpenLayers, Leaflet, GeoMedia, AutoCAD Map, MapServer, and Autodesk MapGuide.*
- *Software Development Platforms: C#.NET, VB.NET, ASP.NET MVC, JavaScript, jQuery, HTML5, SQL, Python, PHP, Java J2EE, Spring MVC, and Cold Fusion.*
- *Operating systems: Windows, Ubuntu*
- *Software engineering principles and best practices including proficiency with git, svn, Jira, and Redmine.*
- *Software proficiency: Microsoft Visual Studio, Office, Windows Server management, Eclipse, AutoCAD, Trimble Pathfinder Office*
- *Databases: SQL Server, Access, Postgres/PostGIS, ArcSDE, MongoDB, Oracle, and MySQL.*
- *Amazon Web Services: Responsible for development and production instances of products on Ubuntu and Windows Server platforms.*



## *Affiliations*

- *Tau Beta Pi Engineering Honor Society, CA-I 1996*
  - o *Engineering Futures Facilitator – Aug, 1997 – Present*
  - o *District Director – July, 2002 – June, 2015*
- *Chi Epsilon Civil Engineering Honor Society*

## *Professional Work Experience*

### ***ECKERSALL, LLC (President) Chino, California; 2003 – Present:***

- President and Lead GIS Consultant
- Lead Software Engineer of the company's core product, XY MAPS
- Ongoing automation of GIS data conversion and processing for the company's 4TB spatial data warehouse
- GIS Consultant for the Cities of Costa Mesa, Downey, Norwalk, Bellflower, Sierra Madre, Fountain Valley, and Brea. Managing two staff members who assist with GIS and software development tasks.

### ***A sampling of XY MAPS Public Edition sites are available at:***

<http://maps.xymaps.com/FountainValley>

<http://maps.xymaps.com/Bellflower>

### ***Current GIS consulting engagements include:***

- *City of Norwalk:* Providing the XY MAPS intranet GIS product for citywide use. Product running on an open source back end including Geoserver and Postgres/PostGIS. Created GIS layers for the City's Sewer and Water systems including field GPS of all assets and data entry from construction plans and existing maps. Providing overall management of the City's GIS.
- *City of Downey:* Supporting the XY MAPS intranet GIS product for citywide use. Product running on ArcGIS Server and SQL Server/ArcSDE back end. Georeferenced 15,000 scanned construction plans and linked to the City's GIS layers. Linked the City's Laserfiche document management system for document upload and retrieval through XY MAPS.
- *City of Costa Mesa:* Providing various on-call GIS consulting services, typically one day per week. Created Geocortex workflows to automate mailing list production for City staff. Standardized and scripted monthly property data updates through a single Python script, reducing the update from a 4-hour process to 15 minutes. Created



Geocortex sites for public access to police and fire incidents from live CAD/RMS data. Configured SQL views and scripting to represent data to the hundred block for public use, and exact locations for internal use. Implemented site monitoring for all GIS sites.

Sites available at <http://apps.costamesaca.gov/maps/FireIncidents.html>

- **ArborPro, Inc.:** Product Manager responsible for the ArborPro software, an industry-leading urban forestry management solution. For past 14 years, responsible for requirements, rapid prototyping, software development lead, system integration, product specifications, research & development, and managing outsourced engineering staff. Designed and developed complete line of desktop, mobile, and cloud-based software, now used by over 300 client entities. Currently consulting one day per week to set technology direction, plan architecture, review development, and plan code sprints.

*Recent GIS consulting engagements include:*

- **San Juan Water District (2017-2018):** Consulted with the District to provide a GIS Needs Analysis, Scoping, and Implementation Plan. Interviewed staff, reviewed current GIS, evaluated IT infrastructure, documented all findings, and working with SJWD management to define the next steps. SJWD currently uses AutoCAD Map 3D and MapGuide 6.5 to create, maintain, and publish all GIS and associated data to in-house staff. Recommended an onsite deployment of the ArcGIS software stack moving forward. Managed project and worked with another consultant on all phases of the project.
- **Los Angeles Unified School District (2006-2017):** Developed and supported a desktop ArcGIS add-in called the Boundary Analysis Tool (BAT). The Tool is used by boundary coordinators to draft an unlimited number of scenarios of possible boundary changes on a map and print maps and reports showing the impacts of these changes. Coordinators are able to use this capability along with other demographic visualization capabilities in the BAT to rapidly and efficiently develop proposed changes. It allows them to create exhibits for public meetings, solicit feedback, and make final school boundary changes. The BAT was developed in Visual Basic .NET as an ArcGIS Add-in and populates data in ArcGIS layouts and specially-developed Excel spreadsheets for reporting.
- **Seattle City Light (2015-2016):** Sub consultant to The Glarus Group to provide ArcGIS Desktop / ArcFM custom functionality as part of its cutover from Arc/INFO 7.x to ArcGIS/ArcFM 10.1. Created a new feature type, the Junction Box to support an existing data set that was not present in the ArcFM data model. Added complex capabilities to automatically add OpenPoints, populate attributes, and split conductors upon insert. Created ETL software to convert existing Junction Boxes.



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Assisted with Python scripting for feeder maps and other custom functionality as needed to support cutover.

**Digital Map Products (Lead Software Engineer/Product Manager) Costa Mesa, California; 1999 – 2003:** Product Manager responsible for product specifications, prototyping, software development, deployment, back-end infrastructure, technical support, system integration, and training on the company's first version of their core cloud-based GIS product for cities. Ensured client success in multiple Southern California cities, assisted with angel round venture capital funding presentations. Multiple rounds of funding secured; company still growing as of 2019.

**Psomas (Senior GIS Programmer) Los Angeles, California; 1998 – 1999:** Technical lead on and award-winning ESRI ArcView-based storm water runoff pollutant loading model. Organized and conducted training sessions for staff. Developed custom web GIS solutions for a number of clients.

**L.A. County Public Works (Civil Engineering Assistant) Los Angeles, California; 1991 – 1998:** Civil Engineering Assistant responsible for the development of custom ArcView and Web-based applications used throughout the Department. Assisted in the design and preparation of complex plans for underground storm drain facilities. GIS lead for departmental GIS program and implementation.

## *Volunteer Experience*

***Tau Beta Pi (Engineering Futures Facilitator, District Director):***

Serving as an Engineering Futures facilitator since 1997. Engineering Futures is a unique program in which volunteer Tau Beta Pi Facilitators offer team skills and interpersonal problem solving seminars to engineering students. The Engineering Futures Program received national recognition as winner of the 2007 Excellence in Engineering Education Collaboration Award.

***Loving Savior Lutheran Church and School (Facility Manager, IT Manager) Chino Hills, CA; 1999 - Present:*** Responsible for overall physical plant, planning and oversight of new construction and IT infrastructure. Enrollment currently 450 students.

***AIDS Life/Cycle:*** Five-time rider in the event, a 545-mile fundraiser bicycle ride from San Francisco to Los Angeles.

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
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.