

**CITY OF COSTA MESA
MAINTENANCE SERVICES AGREEMENT
WITH
JOHNSON CONTROLS FIRE PROTECTION LP**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of July 1, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and JOHNSON CONTROLS FIRE PROTECTION LP, a Delaware limited partnership registered to do business in California ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide fire, life, and safety testing and inspection services, as more fully described herein; and

B. WHEREAS, Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. WHEREAS, City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; 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; and

E. WHEREAS, City and Contractor intend and desire that this Agreement be effective retroactive to the Effective Date.

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 CONTRACTOR

1.1. Scope of Services. Contractor shall provide fire, life, and safety testing and inspection services as further described in Contractor's Quote, attached hereto as Exhibit "A" and incorporated herein (the "Services").

1.2. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services 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 Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

- (c) Terminate the Agreement as hereinafter set forth.

1.3. Compliance with Applicable Law. Contractor shall perform the services required by this Agreement in compliance with all applicable federal and state 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 applicable federal, state and local laws and ordinances applicable to the services required under this Agreement. Contractor 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 Contractor's performance under this Agreement.

1.4. Prevailing Wage Requirements.

- (a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. The Services constitute a "public works" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- (b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).
- (c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one

calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

- (d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- (e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees under this Agreement. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.
- (f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.5. Non-Discrimination. In performing this Agreement, Contractor 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. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit A. Contractor's annual compensation shall not exceed Twenty-Three Thousand Dollars (\$23,000.00).

2.2. Additional Services. Contractor shall not receive compensation for any services

provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. 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. Contractor 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 Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor'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.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibit A. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall be effective retroactive to the Effective Date and continue for a period of one (1) year, ending on June 30, 2022, 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 the parties.

4.2. Notice of Termination. 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 Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor 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 Contractor for reasonable costs incurred and 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.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor 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. Contractor 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 Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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 Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."
- (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: "Contractor'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) Contractor'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. Contractor 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. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor 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.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor 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 Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor 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, facsimile 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 CONTRACTOR:

Johnson Controls Fire Protection LP
12728 Shoemaker Avenue
Santa Fe Springs, CA 90670
Tel: (562) 405-3961
Attn: Kristen Oliver

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5289
Attn: Daniel Jojola
Courtesy copy to:

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

6.5. Drug-free Workplace Policy. Contractor 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. Contractor'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. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor'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 Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, with counsel of City's choosing, indemnify, and hold harmless the City, its elected officials, officers, agents and employees, at Contractor'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 Contractor, 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 Contractor, 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 Contractor, 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 Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor 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 Contractor's Quote, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor 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. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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, Contractor 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 Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California

applicable to Contractor'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, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

6.15. 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.

6.16. 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.

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

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor 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.

6.19. Headings. 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.

6.20. 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.

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

6.22. 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.

6.23. 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.

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

6.25. 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.

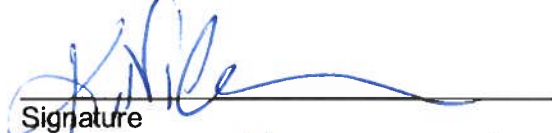
CITY OF COSTA MESA,
A municipal corporation



Carol Molina
Purchasing Officer

Date: October 21, 2021

CONTRACTOR



Signature

Date: 10/20/2021

Kathleen Nielsen Total Service Manager

Name and Title

ATTEST:



Brenda Green
City Clerk



APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 11/2/21

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 10/21/21

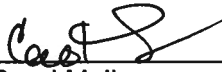
DEPARTMENTAL APPROVAL



Raja Sethuraman
Public Services Director

Date: 10-26-21

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: October 21, 2021

EXHIBIT A
CONTRACTOR'S QUOTE

Quote #	ACE Customer #	Contract #	Site Name	Address	City	State	Zip	Fire Alarm \$	Fire Alarm Frequency	Annual Fire Alarm Inspection Month	Wet Sprinkler Inspection \$	Sprinkler Inspection Frequency	Annual Sprinkler Inspection Month	Kitchen Hood Inspection \$	Kitchen Hood Inspection Frequency	Kitchen Hood Inspection Months	Annual Total of Inspection \$
Johnson Control 12728 Shoemaker Ave Santa Fe Springs, CA 90670																	
24892129	2171346	RD48111	City of Costa Mesa - City Hall	727 Far Drive	Costa Mesa	CA	92626	\$1,170.00	Annual	7	\$193.00	Annual	7	\$600.00	Semi Annual	7.1	\$1,462.00
24892130	2171346	RD48112	City of Costa Mesa - Recreation Building	727 Far Drive	Costa Mesa	CA	92626	\$1,170.00	Annual	7	\$193.00	Annual	7	\$600.00	Semi Annual	7.1	\$1,462.00
24892131	2171346	RD48113	City of Costa Mesa - Downtown Recreation Center	1860 Anabham Ave	Costa Mesa	CA	92627	\$2,170.00	Annual	7	\$193.00	Annual	7	\$193.00	Annual	7.1	\$3,796.00
24892132	2171346	RD48114	City of Costa Mesa - Fire Station 3	1860 Anabham Ave	Costa Mesa	CA	92627	\$1,780.00	Annual	7	\$193.00	Annual	7	\$193.00	Annual	7.1	\$3,796.00
24892133	2171346	RD48115	City of Costa Mesa - Fire Station 5	2399 Vanguard Way	Costa Mesa	CA	92626	\$1,780.00	Annual	7	\$193.00	Annual	7	\$193.00	Annual	7.1	\$3,796.00
24892134	2171346	RD48116	City of Costa Mesa - Fire Station 6	2399 Vanguard Drive	Costa Mesa	CA	92626	\$1,780.00	Annual	7	\$193.00	Annual	7	\$193.00	Annual	7.1	\$3,796.00
24892135	164145	RD48117	City of Costa Mesa - Fire Station 8	99 Far Drive	Costa Mesa	CA	92626	\$2,070.00	Annual	7	\$193.00	Annual	7	\$193.00	Annual	7.1	\$4,596.00
24892136	164145	RD48118	City of Costa Mesa - Fire Station 9	99 Far Drive	Costa Mesa	CA	92626	\$2,070.00	Annual	7	\$193.00	Annual	7	\$193.00	Annual	7.1	\$4,596.00
24892137	2171375	RD48119	City of Costa Mesa - Public Department	695 W. 19th Street	Costa Mesa	CA	92627	\$1,566.00	Annual	7	\$193.00	Annual	7	\$193.00	Annual	7.1	\$3,952.00
24892138	2171375	RD48120	City of Costa Mesa - Senior Center	695 W. 19th Street	Costa Mesa	CA	92627	\$1,566.00	Annual	7	\$193.00	Annual	7	\$193.00	Annual	7.1	\$3,952.00
24892139	3887448	RD78341	City of Costa Mesa - Donald Dunagan Library	1855 Park Ave	Costa Mesa	CA	92627	\$1,107.00	Annual	7	\$193.00	Annual	7	\$193.00	Annual	7.1	\$3,493.00
24892140	3887448	RD78341	City of Costa Mesa - Donald Dunagan Library	1855 Park Ave	Costa Mesa	CA	92627	\$1,107.00	Annual	7	\$193.00	Annual	7	\$193.00	Annual	7.1	\$3,493.00
								Totals	\$17,316.00		\$1,719.00			\$1,106.00			\$19,204.00



4/6/2021

#031517-SCL
Name of Customer

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z



Johnson Controls Fire Protection

Sourcewell - Formerly Known As NJPA #031517-SGL



Sourcewell Customer:
Site Name:
Street Address:
City, State, Zip

City of Costa Mesa
City Hall
77 Fair Dr.
Costa Mesa, CA 92626

CCA Use Only:
NJPA Region Code#
AR#
Ship to Customer #
Bill to Customer #
NJPA Rev 1 Effective "Date"

NJPA Member #:
Sales Representative
Contract Period Begin and End Date

Kristen Oliver - 228341 Quote# 24874439
07/01/2021-06/30/2024

Annual Contract Value:
\$1,482.00

Pricing Breakout by Product Line & Inspection Information

Table with columns: Fire Alarm (Test & Inspect), Make/Model, Quantity, Inspect Frequency, Inspect Month(s). Includes items like Fire Panel(s), Pull Stations, Smoke Detectors, etc. Total Annual Cost: \$1,271.00

Table for Monitoring services. Includes items like Single building fire alarm service, Multi building applications, etc. Total Annual Cost: \$0.00

MONITORING:
By ordering this service you are agreeing to the Master Monitoring Terms and Conditions applicable with this contract. These terms can be referenced in the monitoring tab below.

Table for Sprinkler System (Test & Inspect). Includes items like Wet Risers, Dry Risers, Deluge Risers, Fire Pump, etc. Total Annual Cost: \$191.00

Annual Standpipe Cost		\$0.00		
		\$0.00		
Annual Fire Hydrant Cost		\$0.00		
Special Hazards (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices)	0			
Panel	0			
Clean Agent System additional cylinder less than 350lbs	0			
Clean Agent System additional cylinder greater than 350lbs	0			
SmokeDetectors - Test & Inspect	0			
SmokeDetector - Cleaning	50%			
SmokeDetector - Sensitivity	50%			
Heat Detectors	0			
Pull Stations	0			
Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid)	0			
Subfloor Detector - Test & Inspect	0			
Subfloor Detector - Cleaning	50%			
Subfloor Detector - Sensitivity	50%			
Audio/Visual	0			
Abort	0			
		\$0.00		
Annual Cost		\$0.00		
Extinguishers (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month:
ABC Portable Units	0			
Clean Agent,Halon	0			
CO2/K-Class	0			
Water - stored pressure	0			
Wheeled Unit - stored pressure	0			
Nevada (Includes parts and chemicals)	0			
Optional Platinum (parts, recharge, service)	No			
		\$0.00		
Annual Cost		\$0.00		
Emergency Lighting (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month:
Emergency Lights with Battery Pack	0			
Exit Lights with Battery Pack	0			
Optional Platinum Coverage	No			
		\$0.00		
Annual Cost		\$0.00		
Kitchen Hoods (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links)	0		Semi-Annual	July/January
Additional Tanks	0			
Additional Links	0			
Optional Platinum Coverage	No			
		\$0.00		
Annual Cost		\$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Initial Shower / Eyewash Station	0		Annual	
Eash Additional	0			
Additional Hours for Training or to meet Monthly Requirements	0			
		\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer	0		Annual	
Camera's (Indoors)	0			
Camera's (Outdoor)	0			
Monitors	0			
Input Switcher	0			
Lense Cleaning	0			
Par/Tilt	0			
Controller	0			
Heater/Blower	0			
Battery Testing /Per Battery	0			
		\$0.00		
Annual Cost		\$0.00		
Viakoo for CCTV	Quantity:		Service Frequency:	
Viakoo Predictive™ per camera/encoder	0		Annual	
Viakoo Preemptive™ per Camera/encoder	0		Annual	
Viakoo Proactive™ Per camera/encoder	0		Annual	
Standard Labor Coverage (M-F, 8 to 5)	No		8-5 Standard Coverage	
24/7 Labor Coverage	No		24/7 Labor Coverage	
		\$0.00		
Additional Tech Time	Quantity:		Service Type:	
	0		Sprinkler	
		\$0.00		
Additional Parts Coverage Include Battery Replacements		\$0.00		
		\$0.00		
		\$0.00		

Annual Recurring Cost: \$1,462.00 **Date:** _____ **Customer Signature:** _____



Johnson Controls Fire Protection

Sourcewell - Formerly Known As NJPA #031517-SGL



Sourcewell Customer:
Site Name:
Street Address:
City, State, Zip

City of Costa Mesa
Communications Building
79 Fair Dr
Costa Mesa, CA 92626

CCA Use Only:
NJPA Region Code#
AR#
Ship to Customer #
Bill to Customer #
NJPA Rev 1 Effective "Date"

NJPA Member #:
Sales Representative
Contract Period Begin and End Date

Kristen Oliver - 228341 Quote# 24894536
07/01/2021-06/30/2024

Annual Contract Value:
\$975.00

Pricing Breakout by Product Line & Inspection Information

Fire Alarm (Test & Inspect)

Table with columns: Make/Model, Quantity, Inspect Frequency, Inspect Month(s). Includes items like Fire Panel(s), Pull Stations, Smoke Detectors, Duct Detectors, etc. Total Annual Cost: \$784.00

Monitoring

Table with columns: Quantity, MONITORING: By ordering this service you are agreeing to the Master Monitoring Terms and Conditions applicable with this contract. These terms can be referenced in the monitoring tab below.

Sprinkler System (Test & Inspect)

Table with columns: Quantity, Inspect Frequency, Inspect Month(s). Includes items like Wet Risers, Dry Risers, Deluge Risers, Fire Pump, etc. Total Annual Wet Sprinkler Cost: \$191.00

Annual Pre-Action Cost \$0.00
 Annual Standpipe Cost \$0.00
 Annual Fire Hydrant Cost \$0.00

Special Hazards (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s):
 FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) 0
 Panel 0
 Clean Agent System additional cylinder less than 350lbs 0
 Clean Agent System additional cylinder greater than 350lbs 0
 SmokeDetectors - Test & Inspect 0
 SmokeDetector - Cleaning 50%
 SmokeDetector - Sensitivity 50%
 Heat Detectors 0
 Pull Stations 0
 Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) 0
 Subfloor Detector - Test & Inspect 0
 Subfloor Detector - Cleaning 50%
 Subfloor Detector - Sensitivity 50%
 Audio/Visual 0
 Abort 0
 Annual Cost \$0.00

Extinguishers (Test & Inspect) Quantity: Inspect Frequency: Inspect Month:
 ABC Portable Units 0
 Clean Agent,Halon 0
 CO2/K-Class 0
 Water - stored pressure 0
 Wheeled Unit - stored pressure 0
 Nevada (Includes parts and chemicals) 0
 Optional Platinum (parts, recharge, service) No
 Annual Cost \$0.00

Emergency Lighting (Test & Inspect) Quantity: Inspect Frequency: Inspect Month:
 Emergency Lights with Battery Pack 0
 Exit Lights with Battery Pack 0
 Optional Platinum Coverage No
 Annual Cost \$0.00

Kitchen Hoods (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s):
 Hood System (incl test & inspection of 1 tank & up to 3 links) 0 Semi-Annual JULY,JANUARY
 Additional Tanks 0
 Additional Links 0
 Optional Platinum Coverage No
 Annual Cost \$0.00

Emergency Shower / Eyewash Stations (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s):
 Initial Shower / Eyewash Station 0 Annual
 Eash Additional 0
 Additional Hours for Training or to meet Monthly Requirements 0
 Annual Cost \$0.00

Closed Circuit Television (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s):
 Multiplexer 0 Annual
 Camera's (Indoors) 0
 Camera's (Outdoor) 0
 Monitors 0
 Input Switcher 0
 Lense Cleaning 0
 Pan/Tilt 0
 Controller 0
 Heater/Blower 0
 Battery Testling /Per Battery 0
 Annual Cost \$0.00

Viakoo for CCTV Quantity: Service Frequency:
 Viakoo Predictive™ per camera/encoder 0 Annual
 Viakoo Preemptive™ per Camera/encoder 0 Annual
 Viakoo Proactive™ Per camera/encoder 0 Annual
 Standard Labor Coverage (M-F, 8 to 5) No 8-5 Standard Coverage
 24/7 Labor Coverage No 24/7 Labor Coverage
 Annual Cost \$0.00

Additional Tech Time 0 Service Type:
 Annual Cost \$0.00 Sprinkler

Additional Parts Coverage Include Battery Replacements
 \$0.00
 \$0.00
 \$0.00

Annual Recurring Cost: \$975.00 Date: _____
 Customer Signature: _____



Johnson Controls Fire Protection

Sourcewell - Formerly Known As NJPA #031517-SGL



Sourcewell Customer:
Site Name:
Street Address:
City, State, Zip

City of Costa Mesa
Downtown Recreation Center
1860 Anahiem Ave
Costa Mesa, CA 92627

CCA Use Only:
NJPA Region Code#
AR#
Ship to Customer #
Bill to Customer #
NJPA Rev 1 Effective "Date"

NJPA Member #:
Sales Representative
Contract Period Begin and End Date

Kristen Oliver - 228341 Quote# 24894916
07/01/2021-06/30/2024

Annual Contract Value:
\$2,998.00

Pricing Breakout by Product Line & Inspection Information

Fire Alarm (Test & Inspect)

Table with columns: Make/Model, Quantity, Inspect Frequency, Inspect Month(s). Includes items like Fire Panel(s), Pull Stations, Smoke Detectors, etc. Total Annual Cost: \$2,579.00

Monitoring

Table with columns: Description, Quantity, Monitoring details. Includes Single building fire alarm service, Multi building applications, etc. Total cost: \$0.00

Sprinkler System (Test & Inspect)

Table with columns: Description, Quantity, Inspect Frequency, Inspect Month(s). Includes Wet Risers, Dry Risers, Deluge Risers, etc. Total Annual Wet Sprinkler Cost: \$191.00

Annual Standpipe Cost \$0.00
 Annual Fire Hydrant Cost \$0.00

<u>Special Hazards (Test & Inspect)</u>	Quantity:	Inspect Frequency:	Inspect Month(s):
FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices)	0		
Panel	0		
Clean Agent System additional cylinder less than 350lbs	0		
Clean Agent System additional cylinder greater than 350lbs	0		
SmokeDetectors - Test & Inspect	0		
SmokeDetector - Cleaning	50%		
SmokeDetector - Sensitivity	50%		
Heat Detectors	0		
Pull Stations	0		
Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid)	0		
Subfloor Detector - Test & Inspect	0		
Subfloor Detector - Cleaning	50%		
Subfloor Detector - Sensitivity	50%		
Audio/Visual	0		
Abort	0		
Annual Cost			\$0.00

<u>Extinguishers (Test & Inspect)</u>	Quantity:	Inspect Frequency:	Inspect Month:
ABC Portable Units	0		
Clean Agent,Halon	0		
CO2/K-Class	0		
Water - stored pressure	0		
Wheeled Unit - stored pressure	0		
Nevada (Includes parts and chemicals)	0		
Optional Platinum (parts, recharge, service)	No		
Annual Cost			\$0.00

<u>Emergency Lighting (Test & Inspect)</u>	Quantity:	Inspect Frequency:	Inspect Month:
Emergency Lights with Battery Pack	0		
Exit Lights with Battery Pack	0		
Optional Platinum Coverage	No		
Annual Cost			\$0.00

<u>Kitchen Hoods (Test & Inspect)</u>	Quantity:	Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links)	1	Semi-Annual	JULY/JANUARY
Additional Tanks	0		
Additional Links	0		
Optional Platinum Coverage	No		
Annual Cost			\$228.00

<u>Emergency Shower / Eyewash Stations (Test & Inspect)</u>	Quantity:	Inspect Frequency:	Inspect Month(s):
Initial Shower / Eyewash Station	0	Annual	
Eash Additional	0		
Additional Hours for Training or to meet Monthly Requirements	0		
Annual Cost			\$0.00

<u>Closed Circuit Television (Test & Inspect)</u>	Quantity:	Inspect Frequency:	Inspect Month(s):
Multiplexer	0	Annual	
Camera's (Indoors)	0		
Camera's (Outdoor)	0		
Monitors	0		
Input Switcher	0		
Lense Cleaning	0		
Pan/Tilt	0		
Controller	0		
Heater/Blower	0		
Battery Testing /Per Battery	0		
Annual Cost			\$0.00

<u>Viakoo for CCTV</u>	Quantity:	Service Frequency:
Viakoo Predictive™ per camera/encoder	0	Annual
Viakoo Preemptive™ per Camera/encoder	0	Annual
Viakoo Proactive™ Per camera/encoder	0	Annual
Standard Labor Coverage (M-F, 8 to 5)	No	8-5 Standard Coverage
24/7 Labor Coverage	No	24/7 Labor Coverage
Annual Cost		\$0.00
<u>Additional Tech Time</u>	0	Service Type: Sprinkler
Annual Cost		\$0.00

Additional Parts Coverage Include Battery Replacements
 \$0.00
 \$0.00
 \$0.00

Annual Recurring Cost: \$2,998.00 Date: _____
 Customer Signature: _____



Johnson Controls Fire Protection

Sourcewell - Formerly Known As NJPA #031517-SGL



Sourcewell Customer:
Site Name:
Street Address:
City, State, Zip

City of Costa Mesa
Fire Station 3
1865 Park Ave
Costa Mesa, CA 92627

CCA Use Only:
NJPA Region Code#
AR#
Ship to Customer #
Bill to Customer #
NJPA Rev 1 Effective "Date"

NJPA Member #:
Sales Representative
Contract Period Begin and End Date

Kristen Oliver - 228341 Quote# 24895043
07/01/2021-06/30/2024

Annual Contract Value:
\$191.00

Pricing Breakout by Product Line & Inspection Information

Fire Alarm (Test & Inspect)
Quantity:
Inspect Frequency:
Inspect Month(s):

Table listing fire alarm components and their quantities: Fire Panel(s), Pull Stations, Smoke Detector - Sensitivity report from panel per 250, SmokeDetectors - Test & Inspect, SmokeDetector - Cleaning, SmokeDetector - Sensitivity, Duct Detectors - Functional test, Duct Detectors - Cleaning, Duct Detectors - Sensitivity, Elevator Recall, AV's, Horn/Strobes, Speakers, Heat Detectors, Warden Phone Jacks, Transponder, NAC, Annunciator, Other (AHU input, relays, etc.), Vesda Early Detection Device, WaterFlow, Tamper Switches, Dact (Dialer Panel), Door Holder, Optional Standard Labor Coverage, Optional 24/7 Labor Coverage, Optional Full Service Parts Coverage, Inspection After-Hours.

Table with columns for Quantity, Inspect Frequency, and Inspect Month(s). Includes a 'W/T Frequency' section.

Annual Cost \$0.00

Table listing monitoring services and their quantities: Single building fire alarm service, Single building burglar alarm service, Multi building applications (same dialer) (each building), Single building combo panel service (fire/security), Elevator Monitoring, UL Certified Fire Alarm Monitoring.

MONITORING:
By ordering this service you are agreeing to the Master Monitoring Terms and Conditions applicable with this contract. These terms can be referenced in the monitoring tab below.

Sprinkler System (Test & Inspect)
Quantity:
Inspect Frequency:
Inspect Month(s):

Table listing sprinkler system components and their quantities: Wet Risers, Dry Risers, Dry Sprinkler Trip Test, Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above), Additional Control Assemblies (Tamper and Flow), PIV's (Post indicator valve), Deluge Risers, AFFF (Foam tank inspect & lab analysis of foam), Fire Hose Stations, Standpipe, Anti-Freeze Loops, Fire Pump, Monthly Pump Run (each), Private Fire Hydrants, Backflow Preventer (Sprinkler, Domestic, Irrigation), Backflow preventer: LA, IN, MN, MD, IL, MO, MI, Monthly Valve Inspections, Optional Sprinkler Standard Labor Coverage, After-Hours Sprinkler Inspection.

Table with columns for Quantity, Inspect Frequency, and Inspect Month(s). Includes 'Annual' and 'Monthly' frequencies.

Summary table of annual costs for various services: Annual Wet Sprinkler Cost (\$191.00), Annual Dry Sprinkler Cost (\$0.00), Annual Anti-Freeze Cost (\$0.00), Annual Backflow Cost (\$0.00), Annual Deluge Cost (\$0.00), Annual Fire Hose Cost (\$0.00), Annual Fire Pump Cost (\$0.00), Annual Pre-Action Cost (\$0.00).

Annual Standpipe Cost		\$0.00		
Annual Fire Hydrant Cost		\$0.00		
Special Hazards (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices)	0			
Panel	0			
Clean Agent System additional cylinder less than 350lbs	0			
Clean Agent System additional cylinder greater than 350lbs	0			
SmokeDetectors - Test & Inspect	0			
SmokeDetector - Cleaning	50%			
SmokeDetector - Sensitivity	50%			
Heat Detectors	0			
Pull Stations	0			
Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid)	0			
Subfloor Detector - Test & inspect	0			
Subfloor Detector - Cleaning	50%			
Subfloor Detector - Sensitivity	50%			
Audio/Visual	0			
Abort	0			
Annual Cost		\$0.00		
Extinguishers (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month:
ABC Portable Units	0			
Clean Agent,Halon	0			
CO2/K-Class	0			
Water - stored pressure	0			
Wheeled Unit - stored pressure	0			
Nevada (Includes parts and chemicals)	0			
Optional Platinum (parts, recharge, service)	No			
Annual Cost		\$0.00		
Emergency Lighting (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month:
Emergency Lights with Battery Pack	0			
Exit Lights with Battery Pack	0			
Optional Platinum Coverage	No			
Annual Cost		\$0.00		
Kitchen Hoods (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links)	0		Semi-Annual	JULY,JANUARY
Additional Tanks	0			
Additional Links	0			
Optional Platinum Coverage	No			
Annual Cost		\$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Initial Shower / Eyewash Station	0		Annual	
Eash Additional	0			
Additional Hours for Training or to meet Monthly Requirements	0			
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer	0		Annual	
Camera's (Indoors)	0			
Camera's (Outdoor)	0			
Monitors	0			
Input Switcher	0			
Lense Cleaning	0			
Pan/Tilt	0			
Controller	0			
Heater/Blower	0			
Battery Testing /Per Battery	0			
Annual Cost		\$0.00		
Viakoo for CCTV	Quantity:		Service Frequency:	
Viakoo Predictive™ per camera/encoder	0		Annual	
Viakoo Preemptive™ per Camera/encoder	0		Annual	
Viakoo Proactive™ Per camera/encoder	0		Annual	
Standard Labor Coverage (M-F, 8 to 5)	No		8-5 Standard Coverage	
24/7 Labor Coverage	No		24/7 Labor Coverage	
Annual Cost		\$0.00		
Additional Tech Time	Quantity:		Service Type:	
	0		Sprinkler	
		\$0.00		
<i>Insert add'l svc coverage desc. (hood clean, parts, union labor)</i>		\$0.00		
		\$0.00		
		\$0.00		

Annual Recurring Cost:

\$191.00

Date: _____

Customer Signature: _____

EXHIBIT B
CITY COUNCIL POLICY 100-5

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;

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

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 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.