

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
AG WITT, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 25th day of October, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and AG WITT, LLC, a Delaware limited liability company ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide consulting services relating to federal disaster response and recovery funding including the American Rescue Plan Act and FEMA funds recovery, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein.

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

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

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

matters of concern;

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A. Consultant's total compensation shall not exceed Ten Thousand Dollars (\$10,000.00).

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

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a 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 one (1) year, ending on October 24, 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 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:

AG Witt, LLC
10809 Executive Center Drive,
Searcy Building, Plaza 1
Little Rock, AR 72211
Tel: (844) 424-9488
Attn: Rob Sweetman

IF TO CITY:

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

Courtesy copy to:

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

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

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

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

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

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

misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to

Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

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

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

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

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

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

expressly provided herein.

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

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

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

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement 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. 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.

6.28. 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

Margaret T Larson, AG Witt Date: 11/19/21
Signature
Margaret Larson Senior Vice President
[Name and Title]

CITY OF COSTA MESA

Carol Molina Date: 11/30/2021
Carol Molina
Purchasing Officer

ATTEST:

Brenda Green 12/7/2021
Brenda Green
City Clerk



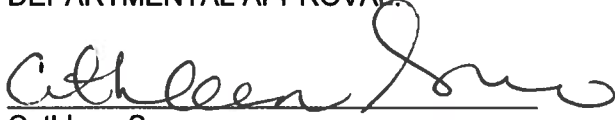
APPROVED AS TO FORM:

Kimberly Hall Barlow Date: 12/7/21
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

Ruth Wang Date: 12/7/21
Ruth Wang
Risk Management

DEPARTMENTAL APPROVAL:



Cathleen Serrano
Purchasing Supervisor

Date: 12/3/2021

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: 12/3/2021

EXHIBIT A
CONSULTANT'S PROPOSAL

AMERICAN RESCUE PLAN ACT CONSULTING ADVICE

CITY OF COSTA MESA, CALIFORNIA

SEPTEMBER 30, 2021



WITT



AG WITT, LLC
10809 EXECUTIVE CENTER DRIVE, SEARCY BUILDING, PLAZA 1
LITTLE ROCK, AR 72211
1+844-424-9488

Table of Contents

COVER LETTER.....	2
PROGRAM UNDERSTANDING	3
PROGRAM DESIGN.....	5
APPLICATION DEVELOPMENT AND SYSTEMS SUPPORT	9
CLOSEOUT.....	13
PROJECT COSTS	14
COST PROPOSAL	15



Cover Letter

September 30, 2021

Cathleen Serrano
Purchasing Supervisor, City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

American Rescue Plan Act Consulting Advice

Dear Ms. Serrano:

Pursuant to our conversation, AG Witt is pleased to provide the City of Costa Mesa information about assisting the City in its determination of eligibility, use, expenditure, administration and reporting of American Rescue Plan (ARP) and FEMA Public Assistance (PA) funds in its efforts to respond to and recover from the ongoing COVID-19 pandemic. Specifically, the City seeks consulting advice in these areas:

1. Determine if projects as identified by the City are eligible and suggest possible other uses;
2. Assist with revenue loss calculation;
3. Develop procedures to meet ARPA compliance and reporting requirements;
4. Provide as necessary general grants management of the City's ARPA projects;
5. Support the city in its efforts to submit projects to the Federal Emergency Management Agency (FEMA) following the March 22, 2020; major disaster declaration for COVID19 (DR-4482) with the incident period beginning January 20, 2020; and continuing.

Our company is founded by former FEMA director James Lee Witt, who is a leader in providing national disaster recovery services, with decades of experience managing federally funded recovery programs around the country and addressing the challenges of almost every US disaster since 1993. We understand the grants management requirements associated with these federally appropriated dollars, and welcome working with Costa Mesa to assist you in establishing sound processes to protect your investments.

We can assist in strategically managing the project development and administration of the City's ARP funding and provide similar support for the FEMA PA Program for DR-4482, the declaration for the California COVID-19 Pandemic. We believe AG Witt is uniquely qualified to assist based on both the subject matter experience of the team assigned to this project and the specific knowledge our team has developed from assisting subrecipients with financial recovery from multiple events. AG Witt is supporting other cities and counties both in California and around the country with their review of FEMA claims and ARP to ensure compliance with federal, state and local policy and regulations. As the federal guidance continues to be updated by the Department of Treasury, AG Witt continuously monitors that information to ensure project eligibility to keep local officials up to date and maintain project compliance. This consulting advice includes documentation requirements for each project, procurement type required, and project eligibility. This response includes our approach and understanding of the requirements for the city to keep and maintain the records necessary for reporting and audit of ARP funds.

Please contact me with any additional questions you may have at margaret.larson@wittpartners.com or (202) 255-3081.

Sincerely,

A handwritten signature in blue ink that reads "Margaret T. Larson".

Margaret T. Larson

Program Understanding

AG Witt's approach is to start with the understanding of what will be required at the time of closeout of these grants and work with you to identify and collect the information necessary. Below highlights key areas of that work for both ARPA and FEMA.

Overview of AG Witt ARPA and FEMA Consulting

- Developing and implementing an organization -wide recovery strategy;
- Build projects on sound grants management practices;
- Track and document decisions and spending;
- Avoiding duplication of benefits to maximize potential for funding under these COVID appropriated funding streams;
- Maintaining our focus on compliance with federal guidelines for all funding streams to reducing the risk for potential deobligation;
- Establish a database and tracking system for all disaster grants (or review the current system if already in place); the system will track the status of each grant and cross reference to supporting files and documentation
- Apply best practices from client experiences;
- Provide strategic assistance to address unique needs that are not satisfied by routine disaster assistance programs;
- Work with and provide oversight to departments as needed to assist the City through the process;
- Prepare the City personnel for meetings and attend meetings as needed with FEMA, other Federal Departments such as Treasury and the State;
- Provide ongoing advisory support on rule making;
- Track Congressional and Administration activities/decisions.

Overview of Additional Support

ARPA

- Tracking of reporting requirements;
- Eligibility review;
- Revenue loss calculations.

FEMA

- Work with the City to understand the costs that are eligible for reimbursement under the DR -4482;
- Attend applicant briefings and kickoff meetings and provide additional guidance so the applicant is fully aware of eligibility and funding requirements;
- Review procurement procedures for compliance with federal, state and local procurement regulations;
- Provide guidance with all document reporting requirements mandated by FEMA and CalOES;
- Access the current existing plans, policies and procedures and assist with the development of new procedures and provide training, as needed to the City and staff;
- Coordinate development of Project Worksheets and versions as required by California and FEMA, including scope changes and appeals.

The COVID-19 pandemic has had a tremendous impact on all aspects of communities across the United States, with the strains felt by individuals, families, small businesses, schools, and local governments such as City of Costa Mesa. While federal aid such as that funded through ARPA is intended to provide relief from these adverse impacts, it is important to first have a proper plan in place to ensure such relief programs reach their fullest potential. Our approach to program delivery has been honed over decades of practical experience to deliver maximum efficiency – so assistance reaches those in need quickly.

Similar to the initial release of the CARES Act, Treasury's guidance for the administration of American Rescue Plan Act funding continues to be updated. Our team has agency relationships and experience in working with federal departments on expectations with federal funding, grant management and program implementation of COVID-19 relief programs, including the CARES Act and ARP. **We stand well-equipped to advise the City with speedy adjustments as guidance for this program is released and continues to evolve.**

Our approach to delivering turn-key solutions for your recovery programs follows four phases, each phase scalable to community needs, requirements of funding stream(s), or other constraints like speed and budget.

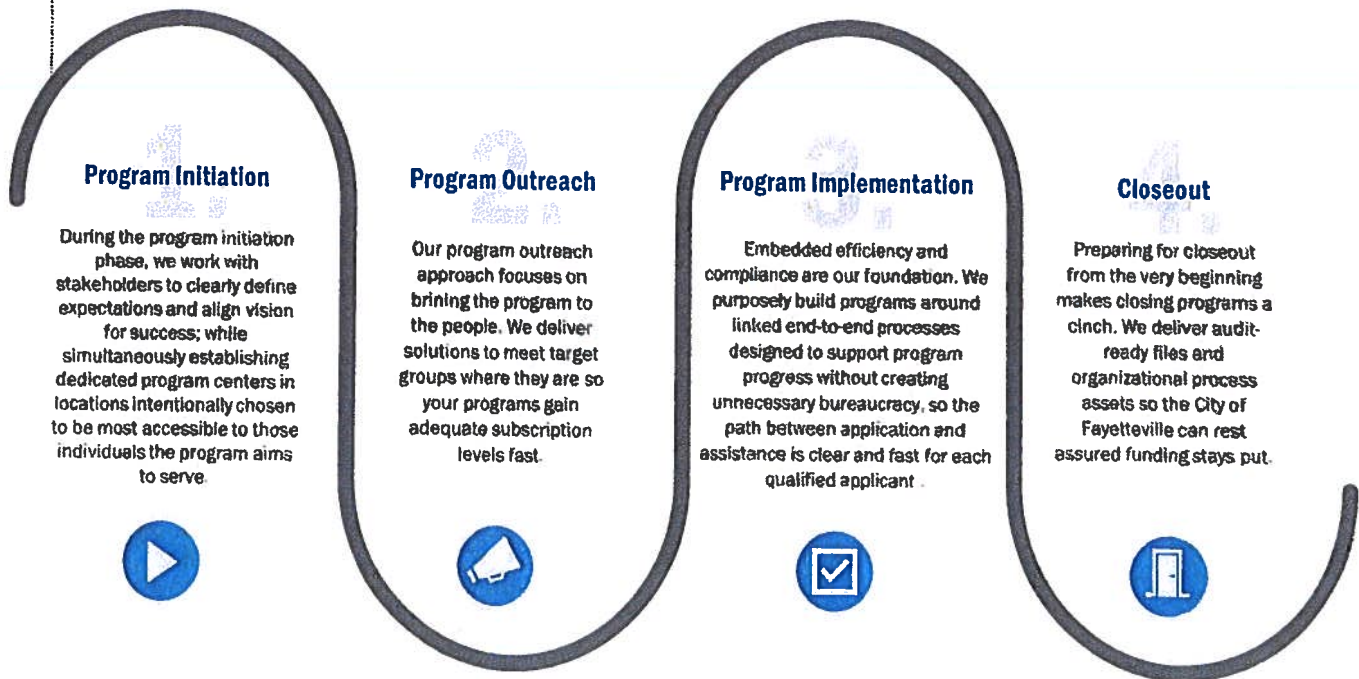
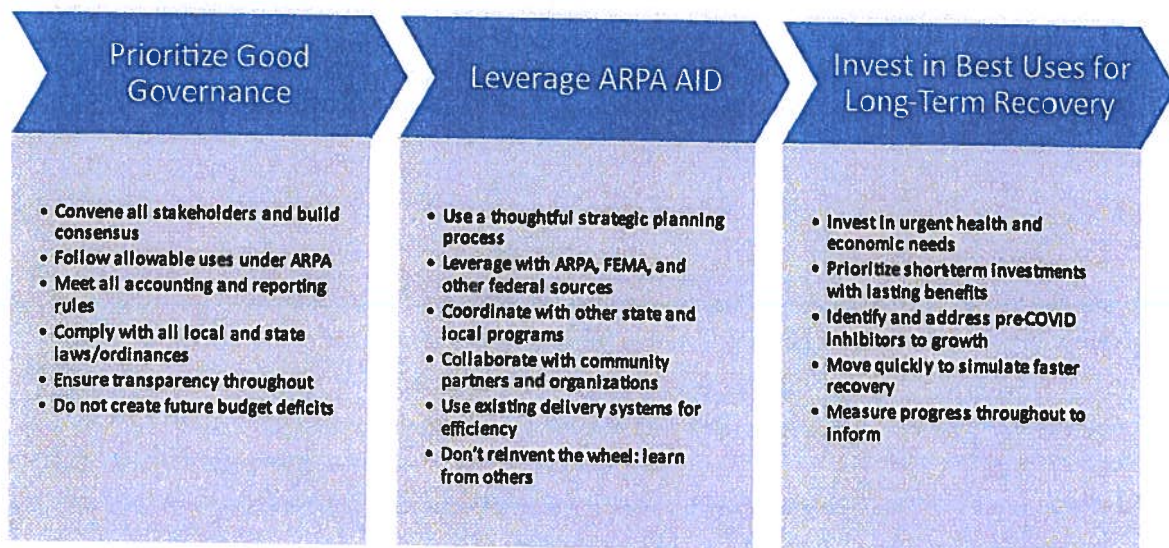


Figure 1. We tackle even the most state-funded program in four program phases, no matter the funding stream. This allows us to streamline our work, which simplifies managing funding streams with multiple programs.

Program Design

A key focus of federal and state funding entities, as well as city auditors, will be on adequately documented program policy and procedures for grants management. Our team of multi-disciplinary professionals will rely on decades of experience to ensure your program is designed and implemented to deliver established initiatives as quickly as possible, with targeted efforts to meet the needs of low- and moderate-income households and other vulnerable populations. **Well-thought design and easy-to-follow procedures set the stage for launching programs with expediency, which is essential for ongoing successful implementation of your program.**

Approach to Managing ARPA Investments



Setting clear expectations at all levels during the design phase paves the way for expeditious release of funding based on uniformly understood requirements and goals. During program design we will work with City officials to:

- **Define requirements** – Clearly defining program requirements including eligibility criteria, acceptable support documents, priority categories, and award caps at the outset eliminates back-and-forth between the program and oversight staff and encourages more complete application submissions as interested parties know exactly what to expect. **We will outline clear regulatory requirements and procedures from intake to closeout and gain consensus on how the program will be implemented.** When multiple funding streams can be used for a single program, requirements for all funding streams will be considered and consolidated so that requirements of all funders are met simply by following program procedures. This approach minimizes out of pocket costs to City of Costa Mesa, without program staff or applicants experiencing the confusion or frustration of having to comply with multiple standards.
- **Align vision for success** – Your success should be defined by you. We will work with City leadership to set clear goals and measures of success from the beginning, relying on concrete metrics like dollars disbursed, target dates for achievement of program milestones, number of applicants served, or percentage of applicants served by priority demographic. We know that the individuals and local businesses in need in City of Costa Mesa cannot wait for assistance, so timeliness of disbursement of funds will be a key metric to gauge success.
- **Leverage funding** – The City of Costa Mesa has been allocated \$26,481,513.00 in ARPA funding from the US Treasury, and additional funding may be anticipated through sources like CDBG-CV or FEMA Public Assistance. We will work with the City to maximize funding from all sources, by prioritizing expenditure of funding streams with more restrictive requirements. **We will also support the City in its review of funding already earmarked under allocated funding streams to determine if a more restrictive funding source can be used, freeing up earmarked less restrictive funding for other initiatives.**



As FEMA Director, James Lee Witt coordinated with governors and state emergency management directors in delivering public assistance funding for emergency and permanent infrastructure repairs.

Our experience is unlike others in that its origins are based in the turning around of FEMA as a cabinet level federal agency.

As with many areas of the country, City of Costa Mesa's hospitality, travel, and tourism industries were deeply impacted by the COVID-19 pandemic, which hurts the City as a whole. Similar to the scenario above, our team has the knowledge and experience to create and initiate programs for local businesses within these industries, in addition to identifying other City-based non-profits and businesses that may be struggling. Part of this process will include working with City staff to identify lost revenues due to the pandemic and adjusting program eligibility and relief guidelines accordingly.

This approach increases the reach of your recovery programs, while reducing or eliminating out of pocket costs for City of Costa Mesa.

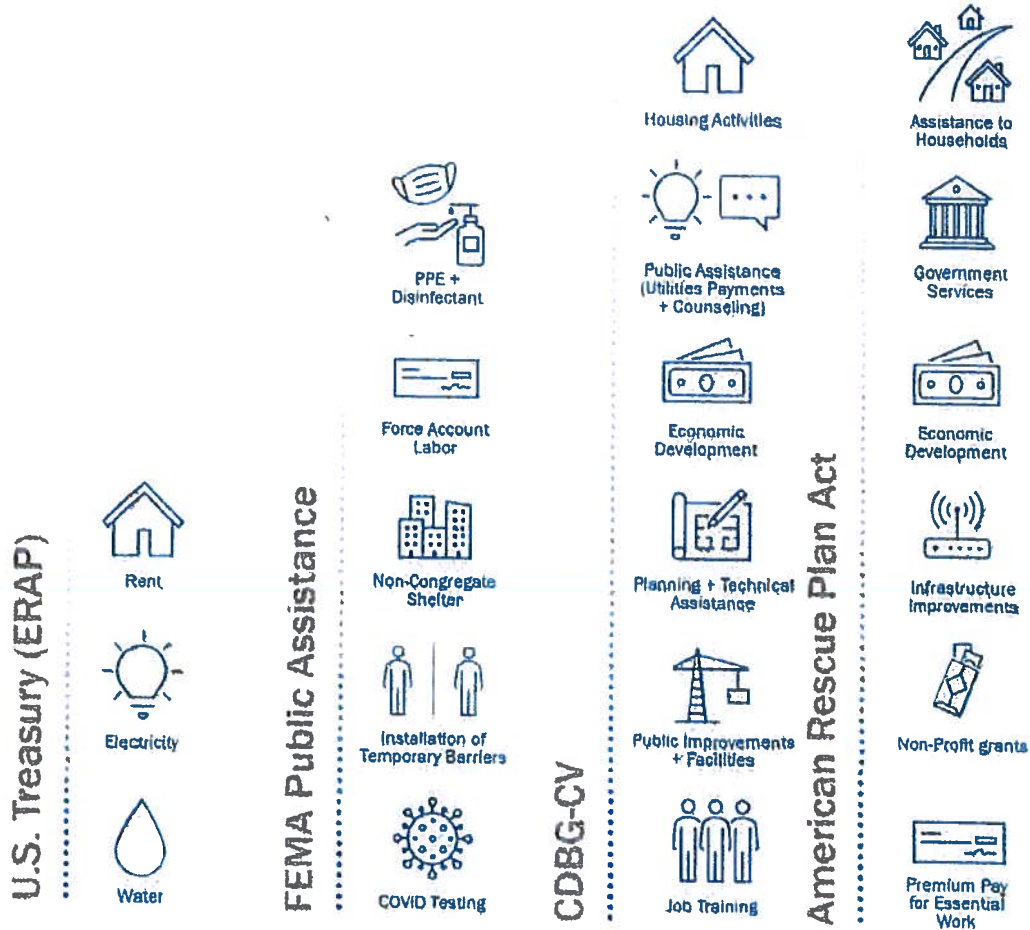


Figure 4: By expending the most restrictive funding streams first, we can maximize the reach of your awarded dollars - not only in quantity of residents served, but by the scope of programs and services offered as well.

Public Assistance



Figure 5: The AG Witt team will use this process when implementing the FEMA PA process to ensure eligible applicants receive funding with minimal wait times.

Additionally, we can assist the City with all manner of FEMA PA support. Our team of experts has responded to hundreds of disasters for thousands of clients. Our team members are trailblazers in implementing the FEMA PA process, federal pilot programs, and shaping state and federal PA policies and guidance. We have supported FEMA Mission Planning Operations, which charted the direction of federal disaster recovery, since 2010. Understanding the complex nature of PA grants, our team will work together with the City to work through this process to maximize funding in addition to the funding already being received through the American Rescue Plan.

NAVIGATING FEMA PUBLIC ASSISTANCE
Developing and implementing a process/system to efficiently submit federal grant applications, identifying eligible projects, capturing costs, preparing cost reports, reconciling invoices, and closing out projects.
Attending meetings with the state and FEMA to address eligibility and process issues.
Providing extensive knowledge, experience and technical competence in dealing with federal regulations, specifically including the Stafford Act, Post Katrina Emergency Reform Act, and the Sandy Recovery Improvement Act.
Proactively identifying and resolving issues that may arise related to the funding of work completed or to be completed.
Providing technical assistance, as requested. Technical assistance may involve engineering and architectural support, among other types of assistance.
Obtaining, analyzing and gathering field documentation, including relevant records to extract pertinent information necessary for submittal including timekeeping and staff assignment records.
Reviewing for clarity and completeness, as well as consistency and accuracy, all data and supporting documentation.
Evaluating and assisting in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets. This involves expertise in cost estimating, developing DDDs, and a project's SOW.
Assisting in the development of hazard mitigation proposals under Section 406 of the Stafford Act.
Evaluating alternate and/or improved projects.
Reviewing Project Worksheets to determine final eligible costs and third-party refunds and reimbursements.
Reconciling eligible costs and preparing Project Worksheet versions, as necessary.
Evaluating and addressing insurance and other special considerations.
Preparing first and second appeals, as required.

Application Development and Systems Support

We use a custom-built platform to provide streamlined grants management IT solutions from outreach through closeout.

Our customized and exclusive cloud-based project management platform WittVue™ provide a virtual workplace for information sharing throughout the entire project process. Among the items utilized using WittVue include:

- Project Management
- Virtual EOC Operations
- Collaboration
- Document Management
- Project Tracking & Reporting
- Time & Expense Tracking
- Messaging & Communications
- Policy Compendium

Built on the VEOCI® platform, WittVue is modeled after familiar Emergency Operation Center (EOC) operations protocols with which stakeholders are trained and comfortable using. WittVue allows us to mirror the information required for submittal in the FEMA/State Public Assistance Grants Portal, and provides a safe, secure, and productive atmosphere for online collaboration, project management, and visibility and transparency. WittVue can track each PW's status through the grant management process and cross-reference all supporting files and documentation in a clear, understandable, and effective manner.

AG Witt continues to update and improve WittVue to ensure the City full transparency of the work being performed on its behalf and the ability to recover the maximum amount of eligible reimbursement.

Our skilled team of analytics professionals can provide real-time updates to the application process, as needed. **This unique advantage will be helpful as guidelines for the administration of funds through ARPA continues to be added and revised.** By allowing updates to be made as they occur, we can guarantee little-to-no wait time for community applicants and ensure the program continues moving forward.

Our experience shows that one of the biggest delays in providing funding to impacted citizens and businesses is incomplete information or lack of documentation provided by the applicant. **The application is structured to encourage complete application submissions, including collection of support documents, required signatures and information, and applicant preferences like preferred language or communication method at the outset. Information and documents collected via the web application will be automatically transferred to the WittVue, where case management staff can immediately begin processing the application.**

Built-In Quality Control

One hundred percent (100%) of all applications accepted undergo an internal audit by our internal team lead staff to ensure compliance and validate each submission. The same Team Lead staff who provided quality assurance on similar US Treasury and other federal grant programs will serve the City of Costa Mesa. As guidance for the US Treasury American Rescue Plan continues to evolve, the Act presents a unique risk profile, riddled with unknowns. **WittVue is**



deliberately designed to safeguard City of Costa Mesa against unspecified compliance risk related to unrevealed US Treasury Guidance. Our analytics team stands ready to make updates to the system as new guidance is established and released.

Built-in quality control features are also customizable to the needs of the City can choose its level of involvement at any stage in the program process. You can audit 0% - 100% of applications – all available for your review in the system. All reviews take place in AG Witt's WittVue system, which captures a digital, audit-ready trail of every action ever completed. The system also allows for audit-level access, should an external audit of the City's program be warranted.

Reporting

We know that reporting is a crucial component of administering a transparent, federally funded program. Reporting is also a key component for satisfying compliance requirements of federal funding agencies like the US Treasury. While ARPA reporting requirements through the US Treasury require additional clarification, it is critical that the City collect information that may be required for reporting up front.

If requested by the City, data in WittVue can also be used to support a transparent recovery, leveraging data to produce internal or external facing dashboards and reports to keep the public, oversight entities, City staff, and other stakeholders informed throughout the program lifecycle. Keeping citizens and stakeholders informed builds public confidence in your program, as stakeholders are privy to progress as it unfolds, building trust that yours is not just another government program mired in bureaucracy.

Ongoing Compliance

For our project engagements, we implement a disciplined system of planning, budgeting, reviewing, testing, inspecting, auditing and reporting on quality throughout the life of the project. It is imperative to our team that the City not only receive funding for which it is eligible, but retain funds received. For this reason, we focus on maximizing available funding within the context of what can be justified under program eligibility requirements. We will work with your staff and where appropriate State, FEMA and other state and federal agencies, to provide technical assistance in a wide variety of disciplines to ensure regulatory compliance, and effective and efficient access to needed eligible recovery funding from the initial project phases all the way through the final closeout and audit process

We are accustomed to developing and implementing strategies to maximize federal funding eligibility, providing technical guidance and expert programmatic advice, reviewing procurement and contracting policies for compliance, guidance on interpretation of policy regarding eligibility of costs and how to best get these costs obligated, offering insight and strategies for project formulation, and assistant in applying for other federal and non-federal grants. Our experiences with past presidentially declared disasters helps us proactively anticipate, assess, document, mitigate and monitor issues as they arise, and we will work with the City to develop mitigation strategies specific to each task to implement and monitor required mitigation procedures.

Our services and products follow strict quality control guidelines and procedures so that our work complies with the standards, policies and procedures of FEMA and as defined in 2 CFR, Part 200. From the initial kickoff meeting until the project closeout, our focus is on assisting applicants with identifying eligible costs at the very start of our engagement, and to assist in retaining those funds through closeout and any subsequent reviews or audits.

The work we are conducting as a team to properly document FEMA project worksheets includes sound grant management practices that directly translate to the same level of detail required for grants management of the City's ARPA funds. Key elements of that documentation include the following reviews of the FEMA PA grants for compliance with FEMA rules and regulations:

- Proper application of Direct Administrative Costs (DAC),
- Procurement of contracts,
- Supporting documentation,
- Application of insurance proceeds,
- Force account labor,
- Materials and equipment and
- Sample testing of transactions for the substantiation of costs.

Throughout the engagement, our team of subject matter experts will keep the City informed of updated federal guidance. We know US Treasury guidance on federal relief funds is forthcoming and will evolve throughout the life of your program. We make a point to know what is happening at the federal level, so we are ready to pivot when direction changes.

We understand the myriad compliance requirements governing federal funds. **We believe that making compliance a standard daily practice is the best way to ensure overall regulatory compliance and foster an environment where transparent financial stewardship thrives.** We know that compliance is not a stand-alone activity; it must be embedded throughout all program resources, materials, policies, and procedures. We are skilled at demystifying complex regulations and program requirements by distilling compliance to formulate user-friendly guides and quality control checklists. Our team of professionals provides technical consulting to help our clients navigate regulatory snare to administer effective, efficient, and compliant projects and programs. Compliance with applicable federal regulations, law, and guidance is our top priority.

When new guidance is released, we will guide the City to adjust program policy and process with minimal disruption to operations. Our team offers attention to detail and will serve you by conducting compliance review in accordance with agreed upon standards and ensuring results are tracked, managed, and stored in a fashion that is accessible, organized, and secure.

Our processes and systems are intentionally configured to support quality control focused on preventative actions, bolstered by corrective actions. Preventative actions, like built-in inspection and quality control checkpoints, mitigate risk of costly mistakes and inefficiencies. Corrective actions, usually triggered by results of preventative actions, pin-point root cause of non-performance or deviation from established performance standards, then employ solutions to put the program back on track.

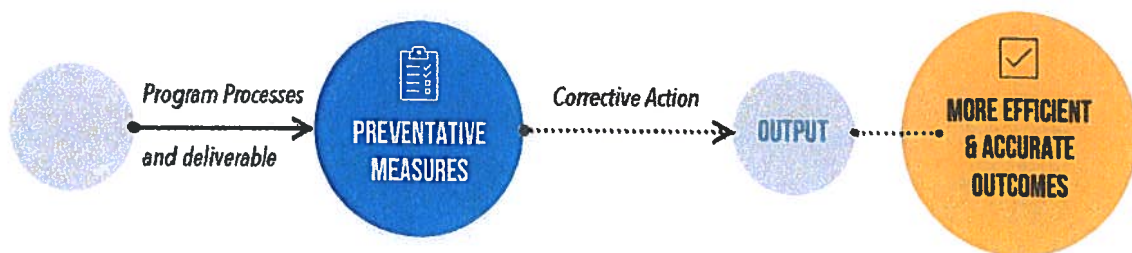


Figure 14: Total Quality Management using preventative and corrective measures.

Our Team Leads will review a random sample of applications at various phases in the program process (i.e., eligibility, award, closeout). If errors are found in the original sample, a larger sample may be reviewed. At the conclusion of each review, our team will present the City with a report which outlines:

- Deficiencies identified, if any,
- Strengths recognized,
- List of applications sampled, and
- Recommendations for improvement or corrective action.

Federal Compliance Understanding, Requirements and Key Dates

Members of the AG Witt team are committed to complying with all federal, state, and local laws, ordinances, rules, orders and regulations relating to performance of the contracted work. As Treasury continues to update its guidance, and eventually issues the Final Rule on ARP, we will work with you to stay informed and meet the compliance requirements.

On June 17, 2021, Treasury released its compliance reporting guidance providing additional details and clarification for each recipient's compliance and reporting responsibilities for ARP and the State and Local Coronavirus Fiscal Recovery Fund (CLFRF). The importance of understanding and following 2 CFR, Part 200: Uniform Administrative Guidance was emphasized.

2 CFR Part 200: Uniform Administrative Guidance

<p>RECIPIENT RESPONSIBILITY REGARDING CONTRACTORS, SUBRECIPIENTS, AND BENEFICIARIES</p>	<p>As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds.</p>
	<p>In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of SLFRF award funds.</p>
	<p>For more information refer to: Uniform Guidance 2 CFR Subpart D - Post Federal Award Requirements Uniform Guidance §200.332 Requirements for pass-through entities. Uniform Guidance §200.331 Subrecipient and contractor determinations.</p>

As a recipient of an award under the State and Local Fiscal Recovery Funds (SLFRF) program, organizations are responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of SLFRF award funds. Recipients must develop and implement policies and procedures, and record retention, to determine and monitor implementation of criteria for 42 CFR 433.51 and 45 CFR 75.306. Recipients are

responsible for determining the eligibility of beneficiaries and/or subrecipients. Your organization, and if applicable, the subrecipient(s) administering a program on behalf of your organization, will need to maintain procedures for obtaining information evidencing a given beneficiary, subrecipient, or contractor's eligibility including implementing risk-based due diligence for eligibility determinations is a best practice to augment your organization's existing controls.

Closeout

Our team designs projects and programs with the end in mind. We have the ability and experience to provide exemplary project management services and will be responsible for preparing and ensuring that all closeout paperwork, information, and data is properly accounted for and stored throughout the life of the projects as required. We understand that preparation for an error-free closeout starts at the beginning of every project.



We have extensive experience in monitoring and compliance for several federal funding streams including CARES Act, HUD, and FEMA funding, and we will apply that knowledge when supporting City of Costa Mesa to develop procedures and checklists to facilitate compliant closeout of each application. As each applicant approaches closeout, our Case Management Team will perform a comprehensive compliance review and reconciliation to ensure that all required information and documentation has been properly catalogued in accordance with federal funder, state, and Program standards.

When all applications have been closed, our team will support the City to prepare final program closeout documentation in compliance with applicable federal closeout requirements. After program closeout, our skilled project management team will assist City of Costa Mesa in conducting after action reviews, documenting lessons learned and best practices and archiving organizational process assets like checklists and standard operating procedures.

We know the City is taking the necessary steps to prevent private and public infrastructure from future disaster events. Given the City's vulnerabilities to wildfires and earthquakes, the City may consider investing American Rescue Plan funding to update broadband infrastructure, both its placement so that it is the most beneficial to those who depend on it, but also where it will be best protected from potential damage from future natural disasters. Further, AG Witt is prepared to offer advice on other grant programs to include FEMA's mitigation programs such as the Building Resilient Infrastructure and Communities, and, once signed into law, the bi-partisan Infrastructure Bill. Each of these may allow for additional support to enhance the FEMA PA and ARP investments.

Project Costs

As a federally funded program, your American Rescue Plan funding is bound by cost caps for program administration. Our philosophy for program delivery is founded in efficiency and streamlined processes, and that translates to cost savings for City of Costa Mesa. Our pricing reflects cost-conscious methods to maximize the reach of your recovery dollars.

- We provide staff just-in-time, relying on a deep bench of policy makers, operations staff, training and subject matter experts, and compliance experts – so you have who you need, when you need them. This flexible approach to staffing ensures you always have the staff you need and that you never pay for staff you don't.
- Defining program structure and end-to-end processes from the start eliminates the need for costly and onerous rework.
- Our culture of continuous improvement means experts are grown through the process, decreasing the programs' reliance on a few high-dollar subject matter experts over time by empowering the next class of experts through deliberate training and knowledge transfer.

We will work with City of Costa Mesa to ensure cost of our services remains within the guidelines, when established by the US Treasury, so services rendered under this engagement are reimbursable through your federal grant, minimizing out of pocket costs to the City.

As with our team's experience with recovering administrative costs through FEMA Public Assistance Section 324, which specifically addresses management costs, we will work with you to document our time and expenses according to Treasury guidance that has noted allowances for administrative grants management expenses.

We track our costs to maintain client transparency, ensures grant compliance, and allows multiple users from different organizations to track their costs effectively.

Cost Proposal

AG Witt, LLC submits the following all-inclusive hourly rates for its FEMA and ARPA projects. The hourly labor rates include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, and per diem) will be billed to the City of Costa Mesa at cost without mark-up. Lodging and Per-Diem is charged in accordance with Federal Travel Regulations. AG Witt will track its time on a project-by-project basis, and our invoices will reflect this project-by-project breakdown along with sufficient backup documentation to ensure reimbursement eligibility. Not all positions may be required to execute the work for this project. It is our practice to identify staffing requirements in consultation with clients during contract negotiations or the project kickoff meeting.

POSITION	HOURLY RATE
Project Executive	\$225.00
Project Manager - Recovery	\$200.00
Senior Advisor	\$200.00
Policy Advisor	\$185.00
FEMA Public Assistance Coordinator	\$145.00
Sr. Public Assistance Specialist	\$135.00
Public Assistance Specialist	\$125.00
Appeals Specialist	\$175.00
Senior Grants Management Specialist	\$185.00
Grant Management Specialist	\$125.00
Engineer/Planner/Analyst	\$155.00
HUD CDBG-DR Specialist	\$185.00
Administrative Assistant	\$95.00
Infrastructure Branch Chief	\$181.55
PA Task Force Leaders	\$171.55
PDMG	\$157.55
Site Inspector TFL	\$161.55
Site Inspector Crew Lead	\$151.55
Site Inspector	\$147.55
Operations Support TFL	\$161.55
Project Engineers	\$193.55
Debris Specialist	\$151.55
Debris Specialist - Demo of Homes	\$147.55
Insurance Specialist	\$157.55
Mitigation Specialist	\$167.55
EHP Specialist	\$151.55
External Affairs Officer	\$151.55
Deputy External Affairs Officer	\$147.55
Stafford Act Legal Officer	\$364.55

EXHIBIT B
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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