

**PROFESSIONAL SERVICES AGREEMENT FOR
GANG INTERVENTION PROGRAM**

THIS AGREEMENT is made and entered into this _____ day of _____, 2006 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and NEWPORT MESA UNIFIED SCHOOL DISTRICT, a governmental agency (“Consultant”).

W I T N E S S E T H :

- A. WHEREAS, City proposes to have Consultant provide gang intervention services as described herein below; 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 specific services in connection with the project described below (the “Project”) 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 California Government Code, Sections 1090-1092, 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 the City’s Request for Proposal (“RFP”) attached hereto as Exhibit “A” and incorporated herein by reference and Consultant’s Response to City’s RFP (the “Response”). A copy of said Response is attached hereto as Exhibit “B” and incorporated herein by this reference.

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. 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.

1.4. 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, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 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.

1.6. 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.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," (the "Fee Schedule"). Consultant's compensation shall in no case exceed Sixty-Five Thousand Dollars (\$65,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, 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 City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the 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 for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year with two (2) one-year extensions at City's option, unless previously terminated as provided herein or as otherwise agreed to in writing by the 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 as to 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 and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) 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 and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (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. 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 comprehensive general liability insurance 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, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. 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.

5.4. 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 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, 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; b) at the time of transmission if such communication is sent by facsimile; and c) 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:

Newport Mesa Unified School District
2985-A Bear Street
Costa Mesa, CA 92626
Tel: 714-424-5031
Fax: 714-424-8925
Attn: Dr. Jeffrey Hubbard

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5603
Fax: 714-754-5124
Attn: Lt. Clay Epperson

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 "C" 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 shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

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 secure, at his 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.

6.11. 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.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that 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, 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.

6.13. 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.

6.14. Prohibited Employment: Consultant 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 the RFP or the Response, 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 both the Response and the RFP and the Response shall govern over the RFP.

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. 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.

6.18. 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.

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

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

6.21. 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.

6.22. 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 as 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.

6.23. 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.

6.24. 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

Mayor of the City of Costa Mesa

Date: _____

NEWPORT MESA UNIFIED SCHOOL DISTRICT

Signature

Date: _____

Name and Title

95-2417738
Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

Forbury Hall Barton
City Attorney

Date: 12/22/06

APPROVED AS TO INSURANCE:

[Signature]
Risk Management

Date: 12/27/06

APPROVED AS TO CONTENT:

RASHMITH, CAPT for
Project Manager

Date: 12/27/06

LT CLAY EPPERSON

EXHIBIT A

CITY'S REQUEST FOR PROPOSAL

CITY OF COSTA MESA
REQUEST FOR PROPOSAL NO. 1105
FOR GANG INTERVENTION PROGRAM

The Costa Mesa City Council has authorized funding for a gang intervention specialist to work with youth at risk for gang involvement. The gang intervention specialist will develop a program to identify youth at risk for gang involvement and implement a strategy to divert them from gang participation. Strategically, this would reduce the number of recruits into Costa Mesa gangs and over time eliminate the presence of gangs in Costa Mesa.

The City of Costa Mesa is requesting proposals from public and private entities to establish the gang intervention specialist position and program.

This Request for Proposal is set out in the following format:

- Section I: Specifications
- Section II: Instructions to Proposer
- Section III: Terms and Conditions
- Section IV: Offeror's Proposal Response Requirement
- Section V: Proposal for the Gang Intervention Program and Gang Intervention Specialist

Closing time and date: Proposals are due by December 5, 2006 at 3:00 p.m. One original (marked original) and three (3) copies (marked copy) of the Proposal must be submitted in a sealed envelope marked RFP #1105 and submitted to the following address:

Delivery Address:	City of Costa Mesa	Mailing Address:	City of Costa Mesa
	City Clerk		City Clerk
	77 Fair Drive, 1st Floor Room 101		P.O. Box 1200
	Costa Mesa, CA 92626		Costa Mesa, CA 92628-1200

Any Proposer who wishes his/her proposal to be considered is responsible for making certain that the proposal is received in the Clerk's Office by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled Submittal Deadline will be returned unopened. Proposals must bear original signatures and figures. Please note that there will be no public opening of proposals. Prices and other proposal information shall not be made public until the proposal is awarded. At that time the executed contract will become public information. Technical information may be obtained by contacting Lieutenant Clay Epperson (Gang Intervention Program Coordinator) at (714) 754-5603.

Proposals must be valid for a period of ninety (90) days from the due date. Proposals may **not** be withdrawn after the submission date. The expected time for evaluation will be approximately three weeks. It is anticipated that this will take place in December 2006, with the award being made by City Council in January 2007.

The City of Costa Mesa reserves the right to negotiate with any offeror as necessary to serve the best interest of the City of Costa Mesa and negotiate the final contract with the most responsive, responsible offeror. The City reserves the right to waive, at its discretion, any irregularity or informality, which the City deems correctable or otherwise not warranting rejection of the RFP. The City reserves the right to reject any and all proposals and to accept any proposal or portion thereof. No obligation, either expressed or implied, exists on the part of the City of Costa Mesa to make an award or to pay any costs incurred in the preparation or submission of a proposal. All costs associated with the preparation or submission of proposals covered by this RFP, are solely the responsibility of the offerors.

SECTION I: SPECIFICATIONS

A. Background:

The City of Costa Mesa has seven criminal street gangs involving as many as two-hundred active and inactive members. The primary recruiting pool for these gangs comes from children the majority of whom are students in the Newport Mesa Unified School District. There is a substantial body of evidence that suggests that diverting a youth from gang involvement after the youth is in a gang is extremely problematic. Conversely, gang experts believe that effective gang intervention must be accomplished before the youth is an active and participating member in a street gang.

Youths as young as fourth, fifth, and sixth grade will manifest behavior that indicates an interest and attraction to gang participation. These actions could include but are not limited to bullying, the wearing of gang clothing styles, claims of gang involvement, association with gang members, siblings involved in gangs, gang posturing and possession of items indicative of gang involvement. These activities are observable and recognizable and indicate an entry point to employ gang intervention strategy. Additionally, active gang members and associates may choose to disassociate from gangs and this provides opportunities to effectively intervene and to facilitate a transition out of active gang participation.

B. Scope of Work:

Create and develop a proposal to hire and place a gang intervention specialist to accomplish the following:

- Assess and review youths in the community for behaviors that reflect their risk of gang involvement
- Assess and review youths in the community for their peer and family relations as an indicator for gang involvement
- Develop and implement intervention strategies to divert at risk youth away from gang involvement utilizing all available public and private resources.
- Develop collaborative relationships with the Costa Mesa Police Department, the Newport Mesa Unified School District, and public and private social service resources.
- Provide counseling or referrals for counseling as appropriate for clients.
- Accept and coordinate referrals for gang diversion from a variety of sources including law enforcement, teachers and school administrators, and other public and private social services.
- Manage and track the caseload of youths identified for diversion programs.
- Maintain accurate records and statistical data on youths involved in diversion programs and the outcomes of their participation.
- Provide office space and computer access for the diversion specialist at a location with easy access to clients and their parents.

C. Deliverables

- Written report of proposal and advisements
- Cost analysis not to exceed \$65,000 per fiscal year including final project expenses (line items if possible)

- Specific plan of implementation in phases if necessary

The City will provide the successful contractor with reasonable and appropriate staff assistance to carry out its study efforts. City staff will make their time available and cooperate with the contractor to ensure the study is completed in a timely manner.

SECTION II: INSTRUCTIONS TO PROPOSERS

ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals are firm for a period of ninety- (90) days.

ADDENDA ACKNOWLEDGMENT. Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City of Costa Mesa, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City of Costa Mesa, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City of Costa Mesa. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all factors have been evaluated

Discussions may, at the City's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers.

A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring Proposer or withdraw the RFP. A Professional Services Agreement will be created by the City Attorney's Office upon acceptance of the RFP. The proposal and the Professional Services Agreement will become incorporated as the contract that will be sent to City Council for award and authorization.

AWARD SELECTION PROCESS. Selection of qualified Proposers will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; experience and

expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated. Interviews will be held with the most qualified respondents. The recommended proposals will be submitted to the City Council for contract approval. The Proposer selected will enter into a contract with the City.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the City of Costa Mesa may rely that the Proposer has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Proposer to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City of Costa Mesa may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are: **Section IV. Offerors Proposal Response Requirements, Section V. Proposal, detailed cost schedule, and signature page.**

EXECUTION OF CONTRACT. Time is of the essence of this contract. The Successful Proposer/Contractor shall execute the contract, including but not limited to signing all necessary documents and submitting all required evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Contractor after the City of Costa Mesa executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the City of Costa Mesa may, at its option, consider that the Proposer has abandoned the contract.

EXPERIENCE AND COMPETENCY. The Successful Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. Each Proposer shall set forth his experience on the form entitled Proposer's Experience and submit it with his proposal. It is the intention of the City of Costa Mesa to award a contract to a Proposer who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the

Proposer, the City of Costa Mesa will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work specified in the contract documents.

FIRM PRICE PERIOD. Proposers' offer shall remain open and firm for a period of not less than ninety- (90) calendar days from the Submittal Deadline.

FORMATION OF CONTRACT. Proposer's signed proposal and City's written acceptance shall constitute a binding contract.

INDEPENDENT CONTRACTOR. Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City of Costa Mesa. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of City of Costa Mesa.

INFORMED PROPOSER. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

INTERPRETATION OF CONTRACT DOCUMENTS. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he may submit to the City of Costa Mesa a written request for an interpretation or correction. Requests for interpretations shall be made in writing and delivered to the City of Costa Mesa Purchasing Division by mail at PO Box 1200, Costa Mesa, California, 92626, or by facsimile to (714) 754-5040 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the City of Costa Mesa considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City of Costa Mesa as having received contract documents. All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Proposer to ensure the City of Costa Mesa has their correct business name and address on file. Any prospective Proposer who obtained a set of contract documents from anyone other than the City of Costa Mesa is responsible for advising the City of Costa Mesa that they have a set of contract documents and wish to receive subsequent Addenda.

NOMENCLATURES. The terms Successful Proposer, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the City enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT. Proposers are required to submit a Non-Collusion Affidavit with their Proposals. See page 16.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

POSTPONEMENT OF OPENING. The City of Costa Mesa reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the Request For Proposals or subsequent addenda.

PAYMENT TERMS. Discounts for payments made within 20 days or more from receipt of invoice will be considered in award of proposal. Payment discounts must be clearly shown in the proposal.

PRICE DISCREPANCIES. In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

PRICES. All Proposals shall give the prices proposed, in figures, and shall give all other information requested herein, and shall be signed by the Proposer's authorized representative. Proposal prices shall include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents. The work and the proposal price shall also include providing the necessary safety precautions such as barricades, warning signs for protection of the public and any necessary "cleanup" that is required to restore the work site to a satisfactory condition. Any items shown on the plans or details or described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one proposal item in the proposal schedule, the Proposer shall furnish a price for all proposal items in the schedule, and failure to do so will render the proposal as non-responsive and may cause its rejection. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

PROPOSAL FORMS

- a. **Forms.** Proposals must be submitted on preprinted forms supplied by the Purchasing Office.
- b. **Copies.** One original and two (2) copies must be submitted on or before the Submittal Deadline. Proposers shall submit one (1) original proposal marked "ORIGINAL" the identical copies. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.
- c. **Discrepancies.** If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", the City reserves the right to use the original as the Master. If no document can be identified as an original bearing original signatures. Proposer's proposal may be rejected at the discretion of the City.

PROPOSAL CONTENT. Proposer must describe in detail how he will meet the requirements of this RFP, and may provide additional related information with his proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Specification or Scope of Work, and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposals should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

Proposals must include all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements, and the Proposer's standard contract language. The omission of these documents renders a proposal non-responsive. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.

PROPOSAL DEADLINE. Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the Submittal Deadline will be late and will be returned to the Proposer unopened.

PROPOSAL MODIFICATIONS. Any Proposer who wishes to make modifications to a proposal already received by the City of Costa Mesa must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

PROPOSAL OPENING AND RESULTS.

Please note that there will be no public opening of proposals. Technical and cost details about proposals submitted will not be disclosed until an award is made. A list of the names of Proposers' who submitted proposals may be obtained within a reasonable time after the public opening.

PROPOSAL PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal. Prices shall be stated in units and offers made separately on each item. In case of conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.

PROPOSAL RECEIVED LATE. Late proposals will not be accepted and will be returned to Proposers unopened.

PROPOSAL REJECTION OF. The City reserves the right to reject any or all Proposals or any part of a Proposal. The City reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City of Costa Mesa.

PROPOSAL SUBMITTAL. Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP number, and Submittal Deadline. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered unless otherwise specified herein.

PROPOSAL WITHDRAWAL. Proposers' authorized representative may withdraw proposals only by written request received before the Submittal Deadline.

PROPOSER IS SOLE POINT OF CONTACT. The Successful Proposer will be the sole point of contact. The City will look solely to the Successful Proposer for the performance of all contractual obligations that may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all subcontractors.

PROPOSER'S BACKGROUND. Proposer must provide a company profile. Information provided shall include:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP.
- d. Company background/history and why Proposer is qualified to provide the services described in this RFP.
- e. Length of time Proposer has been providing services described in this RFP. Please provide a brief description.

Proposer must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

PROPOSER'S REFERENCES. Proposers should provide a minimum of three (3) references from similar projects performed for any local government clients in California within the last three years. Information provided shall include:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Client project manager name and telephone number.

QUALIFICATION OF PROPOSERS. Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Proposer's experience shall be set forth and submitted on the form provided herewith. It is the intention of the City to award a contract to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the City will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work covered and/or specified in the contract documents. To this end, each Proposal shall be supported by a statement of the Proposer's experience on the form entitled "Proposer's Experience", which is a part of the contract documents.

QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted in writing, either by mail or facsimile to the Purchasing Supervisor, City of Costa Mesa, 77 Fair Drive, Costa Mesa, California, 92626, or faxed to (714) 754-5040 no later than ten (10) days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Answers, if any, made by the City will be sent in writing to all known proposal holders.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES. The City reserves the right to reject any or all proposals, or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the City of Costa Mesa.

RULES FOR SUBMITTING PROPOSALS.

- a. **Submittal Deadline.** Proposals must arrive in the City of Costa Mesa City Clerks Office, 77 Fair Drive 1st Floor, Room 101, by the Submittal Deadline shown in these specifications or subsequent addenda. Proposals may be submitted by hand, by courier, or any other method specified herein.
- b. **Responsibility.** Proposers are solely responsible for ensuring their proposal is received by the City in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request For Proposals (this solicitation). Deliveries made before the Submittal Deadline but to the wrong City office will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline.
- c. **Extension of Submittal Deadline.** The City reserves the right to extend the Submittal Deadline when it is in the best interest of the City.
- d. **Facsimile Transmissions.** Proposals may NOT be submitted by facsimile, unless otherwise specified herein.
- e. **Forms.** To be considered for award, each proposal shall include the forms furnished by the City.
- f. **Late Proposals.** The Submittal Deadline it IS FIRM. Proposals will NOT be accepted after the Submittal Deadline and will be returned to the Proposer unopened.
- g. **Signature.** To be considered for award, each proposal shall be signed by an authorized representative of the Proposer.
- h. **Sealed.** Proposals MUST BE submitted in a sealed envelope.

SELL OR ASSIGN. The successful Proposer shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the City.

SIGNATURES. An individual who is authorized to bind the Proposer must sign the proposal.

SUBCONTRACTOR COMPETENCY. The Successful Proposer will be required to establish to the satisfaction of the City of Costa Mesa the competency, reliability and responsibility of the subcontractors proposed to furnish or perform the work described in the contract documents. Before the award of the contract, the City of Costa Mesa will notify the Proposer in writing if, after due investigation, the City of Costa Mesa has reasonable objection to any proposed subcontractor, the Proposer shall submit an acceptable substitute person to the City of Costa Mesa. Persons and entities proposed by the Proposer to be used as subcontractors, and to whom the City of Costa Mesa has made no reasonable objection, must be used on the work for which they were proposed and shall not be changed except with the written consent of the City of Costa Mesa.

SUBCONTRACTOR INFORMATION. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

SUBCONTRACTOR REFERENCES. For all subcontractors that will be used on this project, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment;

- e. Staff assigned to reference engagement that will be designated for work per this RFP;
- f. Client project manager's name and telephone number.

SUBMITTAL DEADLINE. The Submittal Deadline is December 5, 2006, at 3:00 p.m. Proposals must arrive in the City of Costa Mesa Clerk's Office, 77 Fair Drive 1st Floor Room 101, Costa Mesa, California, 92646, by December 5, 2006, at 3:00 p.m., local time. The receiving time in the Clerk's Office will be the governing time for acceptability of proposals.

SUBMITTAL METHOD. Proposals must be submitted in sealed envelopes and should be properly identified with the Proposal number and the Submittal Deadline. Telephone, telegraphic, facsimile, electronic, and late Proposals will not be accepted nor considered unless otherwise specified herein. It is the responsibility of Proposers to see that their Proposals have sufficient time to be received by the Purchasing Office before the Submittal Deadline. The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received before the opening of the proposals.

TERMS OF THE OFFER. The City reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by the Purchasing Supervisor before the Proposal Submittal Deadline. After that time, Proposers may not withdraw their Proposals for a period of ninety- (90) days from the date of opening. At no time may the successful Proposer(s) withdraw his Proposal.

SECTION III: TERMS AND CONDITIONS

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Proposer may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the City.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE CITY. Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF THE CONTRACT. *Without* CAUSE, the City may cancel this contract at any time with thirty- (30) days written notice to the supplier/contractor. *With cause*, the City may cancel this contract at any time with ten (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the City and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the

time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the City Purchasing Supervisor.

CHANGES IN WORK. The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor's proposal.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Proposer hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Proposer's response. Proposer may submit an attachment entitled "Exceptions to Specifications", which must be signed by Proposer's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

COMPLIANCE WITH LAWS. All Proposals shall comply with current federal, state, local and other laws relative thereto.

CONTRACT INCORPORATION. This contract embodies the entire contract between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal, supplemental agreements, change orders, and any and all written agreements which alter, amend or extend the contract.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Proposer's signed Proposal and City's written acceptance shall constitute a binding contract.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, and the California State Department of Health Services.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Orange, in State of California. The parties further stipulate that the County of Orange, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

PAYMENT. Subsequent to payment, the contractor must submit an invoice for payment. Invoices shall be sent to: City of Costa Mesa, Accounts Payable, P. O. Box 1200, Costa Mesa, CA. 92628-1200. Invoices shall include the purchase order number and the description of the service provided and price. Payment shall be made within thirty (30) days after receipt of invoice. Invoices are to be submitted in arrears for services

provided. Any "prompt payment discounts" will be taken by the City of Costa Mesa, if possible, and will be included in the bid evaluation if the terms offered are for (20) days or longer.

PROOF OF INSURANCE. The Successful Proposer must furnish the City with the Certificates of Insurance proving coverage of General Liability, Workers' Compensation and Automobile insurance. The automobile insurance will only be required if the Proposer is using their own truck for delivery. The City of Costa Mesa reserves the right to require additional insurance endorsements if it is determined necessary (See Conditions page 13 item #14 and #15).

SEVERABILITY. If any provisions, or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including *but not limited* to the Request For Proposals, Instructions To Proposer, Terms and Conditions, Detailed Specifications or Scope of Work, Proposal form, Special Provisions, Proposed Equipment & Material Manufacturers form, Experience Statement, Subcontractor's List, Workers Compensation Insurance Certificate, Contractor Guaranty statement and Proposal Security Bond.

EVALUATION CRITERIA

Offeror's proposal will be evaluated on the basis of the response to all questions and requirements of this RFP. The City shall use some or all of the following criteria in its evaluation.

1. Technical Requirements

This set of criteria assesses how well the offeror responds to and demonstrates understanding of the RFP. It assesses how well the service meets the required specifications and objectives of the department.

2. Proposed Costs

This set of criteria assesses the proposed cost of the contract. It focuses on the costs provided in the proposal, including all government and co-operative agreement pricing, as well as any additional analysis done to determine the total costs.

3. Offeror's Capabilities

The Offeror's history of performance and demonstrated ability in providing the service will be assessed. This criteria will focus on a review of the Proposal and business reference checks.

The criteria as set forth herein for the evaluation of proposals are in random sequence and are not considered in any rank or order or importance.

CONDITIONS. The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Overshipments and undershipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation or law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.

WORK ORDER CONDITIONS

13. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
14. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
15. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions; (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
16. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
17. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
18. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

MISCELLANEOUS CONDITIONS

19. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
20. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

(5146-22)

SECTION IV: OFFEROR'S PROPOSAL RESPONSE REQUIREMENTS

Proposals must be concise and sufficient detail to allow accurate evaluation and comparative analysis.

Firm Name: _____

Address: _____

Telephone: (____) _____ Fax: (____) _____

Federal Tax I.D. Number: _____ Incorporated: ____ Yes ____ No Date _____

Name, Address, and telephone number of Proposer's point of contact resulting from this RFP:

Company History/Background of qualifications for this RFP:

Length of time Proposer has been providing services described in this RFP. Provide a brief description.

Signature: _____

Circle One: Owner Partner Officer

Print Name: _____

Title: _____ Date: _____

REFERENCES

Offeror should provide a minimum of three (3) business references in Southern California from similar projects performed for any local government clients within the last three years. Include the clients name, project description, project dates (starting and ending), and client project manager name and telephone number.

NON-COLLUSION AFFIDAVIT.

I certify that this proposal is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion of fraud. I certify that I have not entered into any arrangement or agreement with any City of Costa Mesa public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

COUNCIL POLICY – DRUG FREE WORKPLACE

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	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 subgrantee 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 subgrantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possessing, or use of a controlled substance is prohibited in Contractor's and/or subgrantee'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:
 1. The dangers of drug abuse in the workplace;

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	2 OF 3

2. Contractor's and/or subgrantee'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 violation.
- 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.
- G. Making a good faith effort to maintain a drug-free workplace through implementation of Subparagraph 1.A through 1.F, inclusive.
2. Contractor and/or subgrantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- A. Contractor and/or subgrantee has made a false certification under Paragraph 1 above.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	3 OF 3

B. Contractor and/or subgrantee 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 subgrantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the Contractor and/or subgrantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any Contractor and/or subgrantee 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, or local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a Contractor and/or subgrantee, the Contractor and/or subgrantee 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 subgrantee, the Contractor and/or subgrantee shall be eligible for compensation as provided by law.

DRUG-FREE WORKPLACE ACKNOWLEDGEMENT

The contractor acknowledges that he has read and understands the City of Costa Mesa's Council Policy #100-5 for a "Drug-Free Workplace" included above in number five and hereby agrees to comply with required policy.

Authorized Signature

**SECTION V: PROPOSAL
GANG INTERVENTION PROGRAM
RFP No. 1105**

To: City of Costa Mesa Finance Department
Attn: Purchasing Division
77 Fair Drive 1st Floor
Costa Mesa, CA, 92626

From: _____
Name of Proposer

Mailing Address

City, State & Zip

Proposed Gang Intervention Program

Approach: Offeror must include in this section its approach to providing the proposed services per the specifications in Section I. The pricing for the consulting services is to provide all the detailed break down of the cost and what is included in the pricing. **Awarded proposer is expected to provide the following information in the final report: detailed cost schedule, intervention plan, the scope of work and deliverables shown on page 3.**

Offeror to include any government or co-operative agreement pricing.

Responding to Request For Proposals No. 1105 dated November 1, 2006, the undersigned Proposer agrees to provide an assessment of the Gang Intervention Program in accordance with the specifications. I/We have stated hereon the price(s) at which we will furnish and deliver the consultant services and will accept as full payment therefore the amount shown below.

Proposer further agrees, in addition to the terms and conditions specified herein, the following terms and conditions are a part of this Proposal and any resulting contract.

F.O.B. Point. All shipments shall be made F.O.B. destination, Costa Mesa, California. F.O.B. destination indicates that the *seller* is responsible for shipment until it is tendered to the City of Costa Mesa, even if the City agrees to pay for shipping and handling. The City of Costa Mesa will allow freight charges, but only if they are indicated on this form. Freight shall be shown separately on the lines provided.

Award. Award will be based upon the Evaluation Criteria specified herein. Award will NOT be based upon price alone.

Signatures. All information submitted by Proposer, including signatures, must be original. Copies will not be accepted.

Taxes. Proposers should show California State Sales Tax on their Proposals if taxable. The City will pay it to the Successful Proposer who is a California supplier or out-of-state supplier that registers with the State of California and who has the appropriate California Seller's Permit. The City of Costa Mesa will pay the State Sales Tax directly to the State of California when the Successful Proposer is not registered with the state to collect it. The City of Costa Mesa is exempt from Federal Excise Tax.

SECTION V: PROPOSAL CONTINUED

Total Cost: \$ _____ (Please attach a detailed summary of all itemized costs and deliverables that will be provided by the proposer as a result of this consulting contract.)

Total Proposal Amount Written in Words:

Amount Written in Words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, unit price will govern. Please check your calculations before submitting your Proposal; the City of Costa Mesa will not be responsible for Proposer miscalculations.

Proposer shall complete the following:

1. All or None Proposal. This Proposal is offered on an all or none basis? _____(Yes/No)
2. Completion. How long will it take to complete the reports after award of the contract: _____ days.
Any additional information: _____

3. Discount. The following discount will be considered in award of proposal.
 - a. Payment Discount. Discount for payment of invoice within **20 days** of receipt is: _____%.
Payment discount of 20 or more day will be considered in award. The City of Costa Mesa will not take discounts that are not earned.

Term of Offer. It is understood and agreed that this Proposal may not be withdrawn for a period of **ninety (90) days** from the Submittal Deadline, and at no time in case of successful Proposer.

Proposer’s Acknowledgement of His Understanding of the Terms and Conditions. Signature below verifies that Proposer has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

Representations Made Under Penalty of Perjury. The representations herein are made under penalty of perjury. We hereby offer to sell the City of Costa Mesa the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Proposer Name (Person, Firm, Corp.)

Signature of Authorized Representative

Address

Name of Authorized Representative

City, State, Zip Code

Title of Authorized Representative

Telephone Number

Fax Number

EXHIBIT B
RESPONSE, SCOPE OF SERVICES
and
FEE SCHEDULE

SECTION IV: OFFEROR'S PROPOSAL RESPONSE REQUIREMENTS

Proposals must be concise and sufficient detail to allow accurate evaluation and comparative analysis.

Firm Name: Newport Mesa Unified School District

Address: 2985-A Bear St.
Costa Mesa, CA 92626



Telephone: (714) 424-5031 Fax: (714) 424-8925

Federal Tax I.D. Number: 95-2417738 Incorporated: Yes No Date _____

Name, Address, and telephone number of Proposer's point of contact resulting from this RFP:

Jane Garland, Project ASK Director (949) 515-6767

220 23rd St. Costa Mesa, CA 92627

Company History/Background of qualifications for this RFP:

NMUSD has been working with law enforcement, the city, social
service providers, and community members to provide comprehensive
gang prevention and intervention services for more than 12 years.

Length of time Proposer has been providing services described in this RFP. Provide a brief description.

NMUSD has provided gang prevention and intervention services
for more than 12 years.

Paul Reed

Signature: _____

Circle One:

Owner

Partner

Officer

Print Name: _____

Jeff Hubbard

Title: Superintendent

Date: 12/4/06

CONDITIONS. The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work

STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternate terms, or provisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agreed to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Overshipments and undershipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER by operation or law, nor shall SELLER subcontract any obligations hereunder without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.

WORK ORDER CONDITIONS

13. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
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19. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
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DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

REFERENCES

Offeror should provide a minimum of three (3) business references in Southern California from similar projects performed for any local government clients within the last three years. Include the clients name, project description, project dates (starting and ending), and client project manager name and telephone number.

Dr. John Garcia, Costa Mesa High School Principal (714) 424-8700

Gang Prevention and Intervention Services provided on an ongoing basis beginning on October 1, 2005.

Mr. Kirk Bauermeister, Costa Mesa Middle School Principal

(714) 424-8700

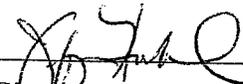
Gang Prevention and Intervention Services provided on an ongoing basis beginning October 1, 2005.

Mr. Phil D'Agpstino, Estancia High School (949) 515-6500

Gang Prevention and Intervention Services provided on an ongoing basis beginning October 1, 2005.

NON-COLLUSION AFFIDAVIT.

I certify that this proposal is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion of fraud. I certify that I have not entered into any arrangement or agreement with any City of Costa Mesa public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.


Signature of Authorized Representative

Dr. Jeffrey Hubbard
Name of Authorized Representative

Superintendent
Title of Authorized Representative

COUNCIL POLICY – DRUG FREE WORKPLACE

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	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 subgrantee 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 subgrantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possessing, or use of a controlled substance is prohibited in Contractor's and/or subgrantee'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:
 1. The dangers of drug abuse in the workplace;

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	2 OF 3

2. Contractor's and/or subgrantee'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 violation.
- 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.
- G. Making a good faith effort to maintain a drug-free workplace through implementation of Subparagraph 1.A through 1.F, inclusive.
2. Contractor and/or subgrantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- A. Contractor and/or subgrantee has made a false certification under Paragraph 1 above.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	3 OF 3

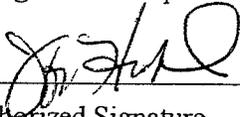
B. Contractor and/or subgrantee has violated the certification by failing to carry out the requirements of Subparagraphs 1.A through 1.G above.

C. Such number of employees of Contractor and/or subgrantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the Contractor and/or subgrantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any Contractor and/or subgrantee 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, or local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a Contractor and/or subgrantee, the Contractor and/or subgrantee 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 subgrantee, the Contractor and/or subgrantee shall be eligible for compensation as provided by law.

DRUG-FREE WORKPLACE ACKNOWLEDGEMENT

The contractor acknowledges that he has read and understands the City of Costa Mesa's Council Policy #100-5 for a "Drug-Free Workplace" included above in number five and hereby agrees to comply with required policy.



Authorized Signature

**SECTION V: PROPOSAL
GANG INTERVENTION PROGRAM
RFP No. 1105**

To: City of Costa Mesa Finance Department
Attn: Purchasing Division
77 Fair Drive 1st Floor
Costa Mesa, CA, 92626

From: Newport Mesa Unified School District
Name of Proposer

2985-A Bear Street
Mailing Address

Costa Mesa, CA 92626
City, State & Zip

Proposed Gang Intervention Program

Approach: Offeror must include in this section its approach to providing the proposed services per the specifications in Section I. The pricing for the consulting services is to provide all the detailed break down of the cost and what is included in the pricing. **Awarded proposer is expected to provide the following information in the final report: detailed cost schedule, intervention plan, the scope of work and deliverables shown on page 3.**

Offeror to include any government or co-operative agreement pricing.

Responding to Request For Proposals No. 1105 dated November 1, 2006, the undersigned Proposer agrees to provide an assessment of the Gang Intervention Program in accordance with the specifications. I/We have stated hereon the price(s) at which we will furnish and deliver the consultant services and will accept as full payment therefore the amount shown below.

Proposer further agrees, in addition to the terms and conditions specified herein, the following terms and conditions are a part of this Proposal and any resulting contract.

F.O.B. Point. All shipments shall be made F.O.B. destination, Costa Mesa, California. F.O.B. destination indicates that the *seller* is responsible for shipment until it is tendered to the City of Costa Mesa, even if the City agrees to pay for shipping and handling. The City of Costa Mesa will allow freight charges, but only if they are indicated on this form. Freight shall be shown separately on the lines provided.

Award. Award will be based upon the Evaluation Criteria specified herein. Award will NOT be based upon price alone.

Signatures. All information submitted by Proposer, including signatures, must be original. Copies will not be accepted.

Taxes. Proposers should show California State Sales Tax on their Proposals if taxable. The City will pay it to the Successful Proposer who is a California supplier or out-of-state supplier that registers with the State of California and who has the appropriate California Seller's Permit. The City of Costa Mesa will pay the State Sales Tax directly to the State of California when the Successful Proposer is not registered with the state to collect it. The City of Costa Mesa is exempt from Federal Excise Tax.

SECTION V: PROPOSAL CONTINUED

Total Cost: \$ 65,000 _____ (Please attach a detailed summary of all itemized costs and deliverables that will be provided by the proposer as a result of this consulting contract.)

Total Proposal Amount Written in Words:

Sixty-five thousand dollars _____

Amount Written in Words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, unit price will govern. Please check your calculations before submitting your Proposal; the City of Costa Mesa will not be responsible for Proposer miscalculations.

Proposer shall complete the following:

1. All or None Proposal. This Proposal is offered on an all or none basis? Yes (Yes/No)
2. Completion. How long will it take to complete the reports after award of the contract: 30 days.
Any additional information: _____
3. Discount. The following discount will be considered in award of proposal.
 - a. Payment Discount. Discount for payment of invoice within **20 days** of receipt is: 0 %.
Payment discount of 20 or more day will be considered in award. The City of Costa Mesa will not take discounts that are not earned.

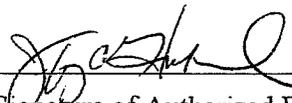
Term of Offer. It is understood and agreed that this Proposal may not be withdrawn for a period of **ninety (90) days** from the Submittal Deadline, and at no time in case of successful Proposer.

Proposer's Acknowledgement of His Understanding of the Terms and Conditions. Signature below verifies that Proposer has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

Representations Made Under Penalty of Perjury. The representations herein are made under penalty of perjury. We hereby offer to sell the City of Costa Mesa the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Newport Mesa Unified School District

Proposer Name (Person, Firm, Corp.)



Signature of Authorized Representative

2985-A Bear St.

Address

Dr. Jeffrey Hubbard

Name of Authorized Representative

Costa Mesa, CA 92626

City, State, Zip Code

Superintendent

Title of Authorized Representative

(714) 424-5031

Telephone Number

(714) 424-8925

Fax Number

PROJECT ASK GANG INTERVENTION PROGRAM NARRATIVE

Technical Requirements

Education serves as the primary foundation on which to build students' futures. However, external stressors affecting students' mental/physical health can often overwhelm them. If students experience enough stress, they turn to unhealthy behaviors and lifestyles – such as involvement in gang activity. Newport-Mesa Unified School District (NMUSD) recognizes the need to strengthen students' ability to resist negative behaviors while simultaneously supporting their educational endeavors. In response to the need for prevention and intervention services for students at-risk due to gang involvement, mental health and substance abuse issues, violent/behavior problems, and racial tensions, NMUSD has developed the district-wide **Project ASK (*Advocates Supporting Kids*)**. This project is funded by a federal collaboration involving the U.S. Departments of Education, Health and Human Services, and Justice. The **Project ASK Collaborative**, which includes local law enforcement, social service, medical, and educational partners, launched the project in fall 2005 to address students' mental and physical health needs. In addition to NMUSD, these partners include the Orange County Health Care Agency Behavioral Health Services (HCA), the County of Orange Probation Department (COPD), Newport Beach and Costa Mesa Police Departments, Hoag Hospital, Human Options, Families Costa Mesa, and the Children and Families Commission of Orange County.

The **Project ASK Collaborative** has worked diligently since October 2005 to serve more than 1,000 of NMUSD's most at-risk students by providing: improved school security systems; individual, group, and family counseling; positive lifestyle classes; parenting classes; mentoring services; a comprehensive and swift response to concerns about school attendance/truancy; and referrals for additional medical and mental health services. In addition, the project has served an additional 6,619 students through prevention activities for the entire student body that include special student assemblies and events focused on prevention of anti-social behaviors (e.g., gang involvement, bullying, drug use). Nevertheless, there is still a demand for more services.

The **Project ASK Crisis Outreach Advocates**, Pepe Montenegro and Tony Valenzuela, have witnessed an increase in gang activity in the City of Costa Mesa in the past year. In the past 12 months, these two advocates have addressed the needs of 98 students who have needed gang prevention or intervention services (**Project ASK database, 2006**). The City of Costa Mesa has documented seven criminal street gangs with as many as 200 members. The primary recruiting pool for these gangs are the children in grades four through six who attend NMUSD schools (RFP 1105 Gang Prevention Program). Because current research indicates that effective gang intervention must be accomplished before the youth is an active, participating member of a street gang (RFP 1105 Gang Prevention Program), the **Project ASK Collaborative** is working to expand the gang prevention and intervention services through the addition of a Crisis Advocate who will provide gang prevention and intervention services at three Costa Mesa schools serving grades four through eight: Rae Elementary School (grades 4-6), Wilson Elementary School (grades K-5), and TeWinkle Middle School (grades 6-8). The three schools targeted in this request collectively account for 33% of the documented incidents of students referred to **Project ASK** for gang services (**Project ASK database, 2006**). These schools are the feeder schools for Costa Mesa Middle and High Schools and Estancia High School, which are already being served through existing **Project ASK** resources because of high levels of gang activity.

A. Intervention Plan: **Project ASK** currently offers a variety of prevention and intervention services to ensure a comprehensive approach, as outlined below in the existing service plan.

1. **Existing Service Plan:** Currently, **Project ASK** gang services in the City of Costa Mesa are focused on Costa Mesa Middle School, Costa Mesa High School, and Estancia High School because these

schools have the majority (approximately 75%) of active gang members as students. Services include: assessment of student gang involvement and family and peer support systems, gang prevention and intervention services, counseling services, and tracking students who have been referred to the project because of gang behaviors to determine effectiveness of project services and need for additional or different services. The project provides two levels of prevention and intervention services that include:

- Level 1: Prevention and intervention services that target the entire school, including Challenge Days (intense one-day workshops with group discussions involving students, faculty, counselors, parents, community members, and others who provide gang prevention programming); student assemblies; and gang information classes for parents. These activities are focused on creating a school, community, and home atmosphere that is consistently anti-gang and pro-healthy behaviors for all students.
- Level 2: Targeted prevention and intervention services for small groups of students who have been identified as those at-risk of gang involvement or demonstrating gang behaviors. These services target approximately 10%-20% of the youth in the district and include: home visits, mentoring programs, group counseling, individual counseling, family counseling, life skills classes, field trips to the juvenile detention facilities through the County of Orange Probation Department's Juvenile Justice Education Together program, field trips to local universities, parenting classes, and other special support services. Students who are referred to **Project ASK** for gang prevention or intervention services receive individualized intervention service plans that consider student assessment and planning provided by NMUSD, COPD, Costa Mesa Police Department, and counselors or social workers. These individual plans are focused on each student's individual resources and needs and offer more intensive intervention services such as: frequent (as often as multiple times per day, if necessary) monitoring of students to ensure constant regular school attendance; and frequent (as often as daily) monitoring of the home environment through parent phone calls and interviews.

Staffing and funding limitations have prevented the delivery of this full array of services at Rea, Wilson, and TeWinkle. However, the proposed expansion outlined below will extend these comprehensive services to these campuses, and enable **Project ASK** to more effectively target the students who are most in need of gang prevention and intervention services.

2. Expansion of Services and Implementation Plan: Through the proposed funding, **Project ASK** will expand to offer each of the services outlined in the scope of work on pages 3-6 at Rea, Wilson, and TeWinkle. To accomplish this goal, the implementation plan includes the following key implementation steps:

- STEP 1: The **Project ASK** Director and the lead Crisis Advocate, Pepe Montenegro, will work together with NMUSD human resources to identify and hire a qualified candidate for the position of Crisis Advocate to serve Rea, Wilson, and TeWinkle. Please see the attached job description for required candidate skills and qualifications (Attachment A).
- STEP 2: The new Crisis Advocate will complete a training period to become familiar with **Project ASK** procedures and policies. This training period will include professional development activities such as: attending Parenting Wisely and Parent Project classes; attending training courses for the parenting classes to become a certified teacher; completing a **Project ASK** database training to acquire all necessary skills to track students, their needs, services provided, and effectiveness of services; meeting with collaborative partners to become more familiar with available services and resources; shadowing existing Crisis Advocates to gain an awareness of project systems; and meeting with school and district administrators, as well as the **Project ASK** advisory committee, to become more familiar with project and district resources and needs.

- STEP 3: The new Crisis Advocate will begin delivering more comprehensive services at Rea, Wilson, and TeWinkle. With the support of the lead Crisis Advocate and the **Project ASK** Director, the new Crisis Advocate will present a series of introductory trainings/assemblies for parents, teachers, and students at each individual school. These meetings will outline project goals, expanded services, and resources.
- STEP 4: The new Crisis Advocate will deliver gang prevention and intervention services, as outlined in the scope of work below, at the three target schools.
- STEP 5: The new Crisis Advocate will continue to provide ongoing services, document all case notes in the **Project ASK** database, report to the **Project ASK** advisory committee, and adapt services and procedures as needed to accomplish student goals.

B. Scope of Work: The list below outlines the strategies the new Crisis Advocate will utilize to effectively address the nine elements of the City of Costa Mesa Gang Prevention Program Scope of Work.

Element 1. Assess and review youths in the community for behaviors that reflect their risk of gang involvement: Students are referred to **Project ASK** for a variety of needs, including the need for gang prevention and intervention services by law enforcement officers, probation officers, campus security, teachers, principals, counselors, local service providers, **Project ASK** Crisis Advocates, parents, and through self-referrals. Please see the attached referral form (Attachment B) and gang assessment tool (Attachment C), which are used to gather initial information about each student who is referred to the program and the indicators of gang involvement for those students in need of gang intervention services. The **Project ASK** Crisis Advocates provide trainings for parents and school personnel to help them properly identify and refer youth at risk of gang involvement or behaviors, and plan to offer additional trainings with more varied topics in the future.

When a student is referred to the program for gang prevention services, he/she meets with a Crisis Advocate who completes a thorough assessment to determine the students' level of gang involvement/activity, any risk factors relevant to gang involvement or activity, and any risk factors for others negative behaviors (e.g., truancy, defiance in the classroom, problems at home, etc.); as well as the students' needs and resources (e.g., parental support, positive peer relationships with other youths not involved in gangs, etc.). In addition to meeting with the student, the Crisis Advocate speaks to parents, peers, teachers, and other stakeholders about the student's needs and resources. The assessment most often indicates that students face a number of related risk factors. For example, the student data collected over the past 12 months indicates that there is a strong correlation between truancy and gang involvement with 52% of students who are receiving gang prevention services also needing and receiving intervention services related to truancy (**Project ASK** database, 2006). Student data also indicates a correlation between mental health concerns and risk of gang behavior with 14% of students who are at risk of gang behavior also needing mental health services.

The Crisis Advocates use the assessment information to tailor a prevention or intervention program to the students' needs. Each student is reassessed on an ongoing basis to continue to monitor risk factors and the effectiveness of strategies in the individual student intervention plan.

Element 2. Assess and review youths in the community for their peer and family relations as an indicator for gang involvement: During the student assessment, the Crisis Advocate also gathers information about peer and family relationships and support services. To further clarify the family and/or peer level of gang involvement, the Crisis Advocates conduct home visits, interview friends and classmates, and observe the students in the classroom and in social settings (e.g., the playground or lunchroom). The Crisis Advocates use the information about peer and family relationships to tailor a prevention or intervention program to the students' needs that either considers negative influences at home and in peer interactions, or capitalizes on the presence of caring individuals who can assist students in

making positive choices. Peer and family relationships are also reassessed on an ongoing basis to continue to monitor risk factors and the effectiveness of strategies.

Element 3. Develop and implement intervention strategies to divert at-risk youth away from gang involvement utilizing all available public and private resources: The Crisis Advocates use a variety of intervention strategies to meet each student's individual needs and effectively divert them away from gang involvement. These strategies include:

- Mentoring services provided by local community members who serve as role models who care about students and are living healthy lifestyles.
- Biannual field trips to juvenile hall through the County of Orange Probation Department's Juvenile Justice Education Together Program that highlight the consequences of unlawful behavior and corresponding biannual field trips to local college campuses to highlight the positive consequences of making good choices.
- Home visits to meet family members, gather information about the home environment, interview parents or other family members about student needs and resources, and provide information for the household about how to prevent gang involvement.
- Parenting classes to help parents understand how to be more effective parents, how to assist their children in developing healthy lifestyles, and how to work with **Project ASK** to divert their child(ren) from gang activity.
- Group, individual, and family counseling to help students and families identify and address mental health concerns.
- A city-wide gang awareness presentation at the local community center that will focus on understanding the current gang problem in Costa Mesa and learning strategies that community members can use to assist law enforcement, social service providers, and school districts in addressing the problem. The presentation will address questions such as: How can I recognize a gang member? What should I do if I see gang members on my street or in my neighborhood? How will I know if my child is thinking about joining a gang or has joined one already? What should I do about it?
- Gang awareness classes for parents at school sites provide similar information and help parents to feel empowered to identify whether their child needs gang intervention services, and what to do if they think intervention is necessary.
- Close contact and frequent communications with students and families through regular interviews, assessments, and project services ensures that the families feel they have the support they need to improve their child(ren)'s circumstances. In addition, this high level of monitoring ensures that students and families know someone cares about what happens to them and will be watching if they make bad choices.
- Student assemblies, Challenge Days, and class presentations offer an opportunity to provide an umbrella of gang prevention services at the school level.
- Life skills classes help student to develop decision-making skills and identify healthy choices.
- Referrals to community mental health and social service providers ensure that students and families benefit from all local resources and access the services they need.

Element 4. Develop collaborative relationships with the Costa Mesa Police Department, the Newport-Mesa Unified School District, and public and private social services: The **Project ASK** Collaborative includes NMUSD, the Costa Mesa Police Department, the Orange County Health Care Agency Behavioral Health Services (HCA), the County of Orange Probation Department (COPD), the Newport Beach Police Department, Hoag Hospital, Human Options, Families Costa Mesa, and the Children and Families Commission of Orange County. The new Crisis Advocate requested in this proposal will work

with these partners to make use of all available resources and deliver the most effective gang prevention and intervention services. The Crisis Advocates will meet with the Costa Mesa Gang Unit on a monthly basis to review specific students' needs and address the effectiveness of ongoing prevention and intervention efforts. The Crisis Advocates will also work closely with public and private social services (Hoag Hospital Mental Health Services, Human Options, Families Costa Mesa, HCA) and NMUSD resources (e.g., NMUSD counselors) on a daily basis to help students and their parents access needed services. In addition, the Crisis Advocates will meet with all collaborative partners quarterly to review program progress and determine the need for any program alterations or adaptations to allow for more effective delivery of gang prevention services.

Element 5. Provide counseling or referrals for counseling: The Crisis Advocates work closely with NMUSD counselors, law enforcement, and local mental health care providers to provide counseling services for students. Students in need of counseling may receive counseling from qualified NMUSD staff (e.g., school counselors or Crisis Advocates), or be referred to a community service provider. Students in need of mental health services including individual, group, and family counseling are referred to the Orange County Health Care Agency Behavioral Health Services (HCA), Hoag Hospital Mental Health Services, Human Options, and Families Costa Mesa. These service providers all offer free or low-cost mental health care services. Law enforcement officers also counsel youth during group or individual sessions about the consequences of unlawful behavior.

Element 6. Accept and coordinate referrals for gang diversion from a variety of sources including law enforcement, teachers and school administrators, and other public and private social services: As explained above, in element 1, the Crisis Advocates receive referrals from a number of resources including students, parents, law enforcement, teachers and school administrators, and other public and private social service providers. These referrals are processed promptly with every attempt made to contact the student and begin the assessment process the day the referral is received. In addition, the Crisis Advocates coordinate referrals for students' services on an ongoing basis as they monitor students' progress, in accordance with standard procedures for managing and tracking caseloads. Students and their parents receive ongoing referrals as ongoing assessment indicates new needs. To ensure that students and parents access the services to which they have been referred, the Crisis Advocates follow up with service providers to monitor the students/parents active participation in the service and the effectiveness of the service as reported by the service provider.

Element 7. Manage and track the caseload of youths identified for diversion programs: Each Crisis Advocate is responsible for managing a caseload for particular schools. The new Crisis Advocate proposed in this narrative will be responsible for the caseload that includes Rae Elementary School (grades 4-6), Wilson Elementary School (grades K-5), and TeWinkle Middle School (grades 6-8). In addition to providing general prevention services for the entire student population at these schools through strategies such as assemblies and challenge days, the new Crisis Advocate will serve a new expanded caseload that is estimated to be approximately 60-80 unduplicated students per year. The Crisis Advocate will use regular interviews with the student, parent, teacher, and other relevant stakeholders (e.g., service providers, peers) to monitor student progress and reassess student needs and resources. During high crisis periods these interviews can occur as frequently as daily, and then may become less frequent (e.g., biweekly) as the student progresses and adopts additional healthy behaviors. The Crisis Advocate will also interact with stakeholders on a regular basis through the delivery of program services and use these opportunities to monitor student progress. For example, during breaks at parenting classes, the Crisis Advocate will speak with parents about their child(ren)'s progress. Constant continued interactions with at-risk students and parents are an important component of **Project ASK** because it allows the Crisis Advocates to provide ongoing gang prevention and intervention services for the most at-risk students.

Element 8. Maintain accurate records and statistical data on youths involved in diversion programs and the outcomes of their participation: All relevant student records are maintained in the **Project ASK** database, including: the initial referral; all areas of concern (e.g., academics, truancy, alcohol and other drug abuse, mental health concerns, etc.); the types of services/interventions received; notes about the effectiveness or outcome of the services (e.g., decrease in gang activity, academic improvements); and the date the case was closed (when applicable). The data for all students is collected by the Crisis Advocates and analyzed by the **Project ASK** evaluator in the **Project ASK** advisory committee quarterly reports. The advisory committee uses this data to analyze the effectiveness of services, develop new strategies to meet student needs, and to adapt the program, if necessary. The Crisis Advocates input all relevant information about each student on a daily basis so that it accurately reflects the students' progress.

Element 9. Provide office space and computer access for the diversion specialist at a location with easy access to clients and their parents: The **Project ASK** Crisis Advocate requested in this proposal (i.e., the diversion specialist) will be housed in the existing **Project ASK** offices located at 220 23rd Street in Costa Mesa, California. The new staff member will share an office with the existing Crisis Advocates to facilitate sharing of information and resources as well as collaborative problem-solving. The district will provide this facility space and a computer workstation with full Internet, phone, and fax access in-kind for this new staff member. The **Project ASK** offices are centrally located in the district and are accessible by public transportation. Currently, parents and students from a variety of schools throughout the district access services at the **Project ASK** office.

NMUSD's Capabilities

A. District Experience Administering Program of this Nature: The NMUSD student services department has been providing a variety of services designed to support students academic and personal wellness for more than 40 years. NMUSD has a long history of working with the community, law enforcement, the City of Costa Mesa, and local social service agencies, to address a variety of student needs, including the need for gang prevention and intervention services. The district has had a dedicated staff member who is devoted to gang prevention and intervention for more than 12 years.

Additional details relevant to the district's experience that are required components of this proposal include the following:

- **Company Ownership:** Newport-Mesa Unified School District (NMUSD) is an educational agency operating in Costa Mesa, California, under the direction of the NMUSD Board of Education. **Project ASK** operates under the jurisdiction of NMUSD, at the direction of Jane Garland the **Project ASK** Director, Dr. Jeffrey Hubbard the NMUSD Superintendent, and the NMUSD school board.
- **Location of Offices:** The **Project ASK** office is located at 220 23rd Street in Costa Mesa, California. The NMUSD district office is located at 2985-A Bear Street in Costa Mesa, California.
- **Point of Contact Name, Address, and Telephone Number:** The point of contact for all business related to **Project ASK** is the Director, Jane Garland; phone: 949-515-6767; address: 220 23rd Street, Costa Mesa, California 92627. The point of contact for the district is the Superintendent, Dr. Jeffrey Hubbard; phone: 714-424-5031; address: 2985-A Bear Street in Costa Mesa, California 92626.
- **Background/History Outlining District Qualifications to Provide Services in the Scope of Work:** The NMUSD student services department has been providing a variety of services designed to support students academic and personal wellness for more than 40 years and has had a dedicated staff member who is devoted to gang prevention and intervention for more than 12 years.

- Length of Time NMUSD has been Providing Services Described in this Proposal: NMUSD has been providing these services for 12 years and is now working to expand services to reach more students and more families.
- Alleged Significant Prior or Ongoing Contract Failures: NMUSD has never had an alleged or ongoing contract failure.
- References: Please see the attached list of references, which includes three principals whose schools and students have received and benefited from **Project ASK** services.

B. Staff Qualifications: **Project ASK** has a qualified staff of dedicated individuals who work well as a team to achieve project goals and outcomes. The current team includes the lead Crisis Advocate, Pepe Montenegro, and Tony Valenzuela, the second member of the Crisis Advocate team. As an ex-gang member that benefited first-hand from effective gang intervention services during his youth, Mr. Montenegro brings a unique set of life experiences and skills to his work. He has been providing gang prevention and intervention services for more than 10 years and has worked in the community outreach and counseling fields for more than 20 years. Mr. Montenegro is bilingual (English and Spanish) and holds an M.S. in Clinical Psychology from Vanguard University with a Marriage and Family Therapy emphasis, as well as a B.S. from La Salle University in Chemical Dependency Counseling. Mr. Valenzuela has been providing student and parent services for more than 10 years, and has 5 years of experience with focused gang prevention work as the Assistant Principal of an NMUSD middle school. He is bilingual (English and Spanish), and has a cleared California Teaching Credential as well as an M.A. in Administration and Curriculum from California State University, Long Beach. Please see the attached resumes (Attachments D and E).

The new Crisis Advocate who will be hired through the proposed funds will also be highly qualified. As outlined in the attached job description (Attachment A) , the new Crisis Advocate will be either a Marriage and Family Therapist or a Licensed Clinical Social Worker, with a minimum of two years of experience in program development and counseling adolescents in an agency, school, group home, drug treatment program, or the juvenile justice system. The new staff member will be required to speak, read, and write a second language, and have significant knowledge of: behavior management strategies and techniques for at-risk students related to gang activity, gang and family cultural patterns, gang prevention and intervention strategies, and public speaking abilities, among other skills.

To ensure that the Crisis Advocates continue to benefit from ongoing professional development, **Project ASK** provides opportunities to attend a number of trainings that address topics such as: understanding and working effectively with impoverished families and students; supporting families, schools, and communities when a child dies; how to respond to bullying at school and other school safety topics; and the California Association of Supervisors of Child Welfare and Attendance trainings related to truancy topics. The Crisis Advocates also attend annual conferences, such as the National Know Gangs Conference and the National Gang Violence Conference, to increase their knowledge of emerging gang prevention and intervention strategies.

Proposed Costs

The cost analysis below reflects the proposed costs for the first year of the grant period, which includes January 2007 – December 2007. The budget narrative below outlines the costs associated with the services outlined in section 1 of this proposal, Technical Requirements, including those detailed in the proposed scope of work.

Budget Category	Provided In-Kind by NMUSD	Requested Funds	Total
<p>1. Personnel – The Crisis Advocate’s full-time salary is calculated at \$4,166.67 per month x 12 months = \$50,000 per year. The Crisis Advocate will be responsible for all activities outlined in the scope of work, including: assessing and reviewing youths for gang involvement; assessing peers and family for their role in gang involvement; developing and implementing gang prevention and intervention services; developing collaborative relationships with local law enforcement and service providers; providing counseling and referrals for counseling; accepting and coordinating referrals for gang diversion services; managing and tracking a caseload of approximately 60 - 80 unduplicated youths per year; maintaining accurate records and statistical data about youths served; and utilizing office space and computer access. These costs are requested from the City of Costa Mesa Gang Intervention Program.</p>	\$0	\$50,000	\$50,000
<p>2. Fringe Benefits – The fringe benefits for the Crisis Advocate are 30% of this staff member’s salary, which is calculated at .30 x \$50,000 = \$15,000. These costs are requested from the City of Costa Mesa Gang Intervention Program.</p>	\$0	\$15,000	\$15,000
<p>3. Equipment – The Crisis Advocate’s computer workstation will be provided in-kind by NMUSD and will include a computer, keyboard, software, network printer, access to the Project ASK database, and all data and media connections necessary for use of the Internet. The workstation will also include a phone, workspace with desk, and access to an office fax machine. The value of this workstation is estimated to be \$2,000.</p>	\$2,000	\$0	\$2,000
<p>4. Indirect Costs – NMUSD’s federally negotiated indirect cost rate is 5.78%. Therefore, the indirect costs for this proposal are calculated at .0578 x the total project costs of \$67,000 = \$3,873. The indirect costs will be provided in-kind by NMUSD.</p>	\$3,873	\$0	\$3,873
TOTAL	\$5,873	\$65,000	\$70,873

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

CLASS TITLE: Crisis Advocate – Gang Prevention and Intervention

BASIC FUNCTION:

Under the direction of the Assistant Superintendent, Secondary Education, provide specialized prevention and intervention services to students at risk of gang and drug involvement; develop and oversee programs designed to prevent gang involvement and drug abuse.

REPRESENTATIVE DUTIES:

Provide and facilitate a gang and/or drug abuse prevention/intervention program; meet regularly with students in an established gang and/or drug abuse prevention/intervention program; provide individual and group counseling. *E*

Coordinate, develop and direct a peer leadership program for students who successfully complete a gang and/or drug abuse program. *E*

Maintain records and prepare reports related to assigned activities. *E*

Communicate with schools, law enforcement agencies and community based organizations to coordinate activities and reduce gang activity and drug abuse. *E*

Provide parenting skills training class in English and a second language for parents of students at risk of gang involvement and/or drug abuse; provide neighborhood outreach services to local communities. *E*

Train and provide work direction and guidance to peer counselors, interns and community members for programs designed to assist at risk students. *E*

Attend and participate in District meetings and in-service trainings related to assigned activities; deliver oral presentations as requested; drive a vehicle to attend school and community meetings. *E*

Operate a variety of office equipment including a copier, fax machine, and computer. *E*

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Attachment A: Crisis Advocate Job Description

Behavior management strategies and techniques for at risk students relating to gang activity or drug abuse.

Adolescent issues, gang culture and family dynamics.

Community resource organizations including various Federal, State and County agencies.

Gang and drug abuse prevention and intervention program development.

Modern office practices, procedures and equipment.

Record-keeping and report preparation techniques.

Interpersonal skills using tact, patience and courtesy.

Oral and written communication skills.

Policies and objectives of school programs and activities.

Laws, codes, rules and regulations related to assigned activities.

District organization.

Principles and practices of training and providing work direction to others.

Operation of a variety of office equipment including a computer.

Public speaking techniques.

ABILITY TO:

Provide prevention and intervention services to students at risk of gang and drug involvement.

Identify students at risk of gang involvement and drug abuse.

Plan, organize and implement student services activities and programs.

Communicate effectively both orally and in writing.

Operate a computer terminal and a variety of office equipment.

Work independently with little direction.

Analyze situations accurately and adopt an effective course of action.

Establish and maintain cooperative and effective working relationships with others.

Attachment A: Crisis Advocate Job Description

Meet schedules and time lines.

Plan and organize work.

Prepare and present oral presentations.

Work confidentially with discretion.

Maintain records and prepare reports.

Read, interpret and follow laws, codes, rules, regulations, policies and procedures.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Licensed Clinical Social Worker or Marriage and Family Therapist with a masters degree in education, counseling or a related field and a minimum of two years of experience in program development and counseling adolescents in an agency, school, group home, drug treatment program or the juvenile justice system.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

Incumbents are required to speak, read and/or write in a second language.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment.

Driving a vehicle to conduct work.

PHYSICAL DEMANDS:

Dexterity of hands and fingers to operate a computer keyboard.

Seeing to read a variety of materials.

Hearing and speaking to exchange information.

HAZARDS:

Contact with dissatisfied or abusive individuals.



**Newport-Mesa Unified School District
 Department of Outreach and Advocacy
 Project ASK & Project Safe Connections
 Counseling Intervention Referral
 FAX # - 949-515-6760**

Project ASK Use
Received _____
Meeting Held _____
Case Carrier _____

Student Information:

Date of Referral: _____
 Student Name: _____ I.D.# _____ Grade: _____ Age: _____ D.O.B. _____
 Parent(s) Name(s): _____
 Address: _____
 Phone #:(C) _____ (H) _____ (W) _____
 Person(s) Referring: _____ Title(s): _____
 Current School: _____
 Last School Attended: _____ District: _____

Reason for referral (Specific Indicators of Non Well-Being):

- Expression of Violence**
- Social Withdrawal**
- Feelings of Rejection**
- Discipline Problems**
- Aggression**
- Threats or Bullying**
- Intolerance of Differences**
- Affiliation with Gangs (Please refer to attached "Individual Gang Assessment Form")**
- Drug or Alcohol Use**

Current Student Findings:

Behavioral or Mental Health areas of concern (must be specific, observable, and descriptive): _____

Describe the student's strengths and support systems: _____

What services is the child currently receiving?: _____

Interventions: (Please check/list all interventions that have been attempted):

- Refer to Student Success Team
- Parent conference****
- Behavior contract
- Psychologist/Counselor referral
- Nurse/Medical Referral
- Other _____
- Additional Comments (Please attach): _____

**** This intervention is required prior to submitting referral, unless a crisis situation warrants a more immediate response.***

School Representative: _____ Date: _____
Print Name/Title Signature

Individual gang assessment tool

The following assessment tool does not declare that an individual is a gang member nor does it deny gang membership. This tool is used to help get a better understanding of an individual's level of gang affiliation, involvement or membership.

Note: At least three of the following criteria would classify someone demonstrating behavior that may indicate gang involvement or membership.

- Claims to be a gang member (self admitted)**

- Associates with gang members (friends)**

- Has gang-related tattoos with county or city initials as well as numbers used to identify with an area code or to identify letters with numbers, a=1, b=2, c=3 etc.**

- Wears gang-associated clothing-red, blue, grey, baggy and oversized Sports jerseys and white t-shirts (or current gang choice of colors).**

- Is seen in photographs with gang members**

- Is named in a gang document or hit list as having a nick name**

- Is identified as a gang member by a reliable source**

- Is arrested in the company of a gang member**

- Corresponds with gang members**

- Writes about gangs on walls, textbooks, hands or other surfaces.**

- Other, please describe _____**

JOSEPH A. MONTENEGRO
2948 GREENBRIAR DR.
ONTARIO, CALIFORNIA 91761
HOME (909) 773-1045, CELLULAR (951) 529-4884
e-mail: pmontenegro@nmusd.us

EDUCATION

Vanguard University, M.S. Clinical Psychology-MFT emphasis	May 2002
La Salle University, B.S. Chemical Dependency Counselor	1996
Azusa Pacific University, Effective Youth Work	1989
Latin American Bible Institute	1984
South Hills High School	1981

EXPERIENCE

NEWPORT-MESA UNIFIED SCHOOL DISTRICT Coordinator, Outreach Advocate Program, Gang Counseling Specialist Developed an after school mentor program, prevention and intervention curriculum and other programs designed to support students who are at risk of drug and alcohol abuse, gang affiliation, bullying, and issues pertaining and leading up to academic failure. Supervise and evaluate the performance of assigned personnel.	September 1996-Present
HISPANIC MINISTRY CENTER Assistant Director Communicated locally and nationally with youth workers to update organizational data. Administration of surveys, directed logistics for trainings and prepared relevant talks for leadership training.	September 1996-January 1998
PACIFIC ASIAN CONSORTIUM IN EMPLOYMENT Case Manager Organized community outreach, assessed, counseled, and case managed at risk youth. Taught job preparation, and gang awareness workshops.	March 1995-September 1996
ACACIA COUNSELING Teacher / Facilitator Taught domestic violence offenders family values, anger management, and conflict resolution.	January 1995-December 1995
FOUNDATION HEALTH Benefits Consultant Performed duties for company as Health Services Advisor to retired and / or disabled persons. Required telephone calls and field interviews.	August 1994-January 1995
VICTORY OUTREACH MORENO VALLEY Pastor / Minister Pioneered and established a local church with office, rehabilitation program, a leadership team, support groups, trained men and women, purchased vehicles and leased properties.	January 1992-July 1994
VICTORY OUTREACH LA PUENTE International Youth Director Pioneered, developed, assessed, and monitored an international overseas youth program.	January 1987-January 1992
VICTORY OUTREACH CHURCH Youth Pastor Pioneered and developed 400-member youth group and program, trained, integrated local community youth into youth group.	January 1986-January 1991
Youth Evangelist Traveled locally and internationally to deliver youth oriented talks and training seminars.	August 1984-January 1991

REFERENCES

Available upon request.

Tony O. Valenzuela
4 Padua Street
Irvine, CA 92714
(714) 851-0211

EDUCATION

California State University, Long Beach, Clear California Administrative Credential	1988
California State University, Long Beach, M.A. Administration and Curriculum	1984
Community College Teaching Credential (Life)	1984
University of California, Irvine, Life Single Subject Teaching Credential (K-12)	1977
University of California, Irvine, Bilingual Cross Cultural Specialist Credential (K-12)	1977
University of California, Irvine, B.A. Spanish and Bilingual Education	1976

EXPERIENCE

NEWPORT-MESA UNIFIED SCHOOL DISTRICT June 2005-Present
 Crisis Advocate, Gang Prevention and Intervention Services
 Provide prevention and intervention curriculum and other programs designed to support students who are at risk of gang affiliation, drug and alcohol abuse, bullying, and issues pertaining and leading up to academic failure. Work with stakeholders including parents, peers, teachers, law enforcement, and social service providers to provide appropriate services for at-risk youth.

NEWPORT-MESA UNIFIED SCHOOL DISTRICT September 2001-June 2005
 Assistant Principal, TeWinkle Middle School
 Provided disciplinary services for all grades; served as the Costa Mesa Police Department Gang Awareness Liaison; oversaw campus security; oversaw standards assembly related to discipline and dress code in Spanish and English; responsible for new student and parent orientation; responsible for student registration for all grades; liaison for the English Learners Advisory Committee; oversaw the English Language Development Coordinator; oversaw the School Community Facilitator; administered the reporting and budget components of the Gear Up grant; supervised and evaluated staff; oversaw the WASC Accreditation process; and served as a bilingual administrator for all parent meetings, communications, and inquiries.

NEWPORT-MESA UNIFIED SCHOOL DISTRICT February 1997-September 2001
 Coordinator II, Title VII
 Supervised teachers' preparation of instructional program; implemented entry/exit process that included assessments and interpretation of language proficiency tests; planned curriculum; and assisted in implementation of interdisciplinary team.

NEWPORT-MESA UNIFIED SCHOOL DISTRICT September 1994-February 1997
 Administrator Adult Education
 Conducted clinical supervision, observations, and conferences; established a new adult education site; supervised teachers; and administered all levels of ESL, citizenship, and high school programs.

NEWPORT-MESA UNIFIED SCHOOL DISTRICT September 1986-January 1997
 Coordinator Migrant Education
 Responsible for the development and implementation of K-12 service agreement; supervised and evaluated staff; oversaw service delivery (medical and dental) for students; completed funding applications; served as instructional leader, supervisor, and resource for staff, parents, and students.

RANCHO SANTIAGO COMMUNITY COLLEGE 1979-1993
 Teacher, Adult Education English as a Second Language

NEWPORT-MESA UNIFIED SCHOOL DISTRICT September 1978-June 1985
 Teacher, Pomona Elementary School Bilingual Classrooms Grades K-6

FULLERTON UNION SCHOOL DISTRICT September 1977-June 1978
 Teacher, English as a Second Language, Fullerton High School

REFERENCES

Available upon request.

EXHIBIT C

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.

EXHIBIT D
CERTIFICATES OF INSURANCE



Schools Excess Liability Fund

1531 I Street, Suite 300, Sacramento, CA 95814

Toll Free (866) 453-5300; Phone (916) 321-5300; FAX (916) 321-5311

www.selfjpa.org

**MEMORANDUM OF COVERAGE
FOR
SPECIFIED PUBLIC EDUCATIONAL AGENCIES**

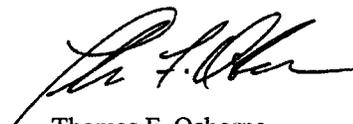
***** DECLARATIONS *****

Newport-Mesa Unified

2985-A Bear Street

Costa Mesa, CA 92626

Memorandum Number	0806-3066597
Coverage	Excess Liability
Date of Issue	August 10, 2006
Coverage Period	July 1, 2006 through June 30, 2007
Limit of Coverage	\$20,000,000 ultimate net loss each occurrence.
Retained Limit	\$ 5,000,000 ultimate net loss each occurrence.
JPA Number	19J1001



Thomas F. Osborne
Executive Director

ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS (ASCIP)

GENERAL AND AUTOMOBILE LIABILITY

MEMORANDUM OF COVERAGE

DECLARATIONS

COVERED PARTY: **SOCPLJPA**
 (NEWPORT-MESA UNIFIED SCHOOL DISTRICT)

COVERAGE PERIOD: **12:01 A.M. JULY 1, 2006, TO**
 12:01 A.M. JULY 1, 2007

MOC NUMBER: **72**

SIR: **\$25,000 per occurrence**

COVERAGE LIMIT: **\$5,000,000 Ultimate Net Loss Each Occurrence**



Authorized Signature

(Please refer to the actual Memorandum of Coverage and/or policies for terms, conditions, sub-limits, and limits.)



Alliance of Schools for Cooperative Insurance Programs

12750 Center Court Drive, Suite 205, Cerritos, CA 90703 (562) 403-4640

ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS (ASCIP)

PROPERTY

MEMORANDUM OF COVERAGE

DECLARATIONS

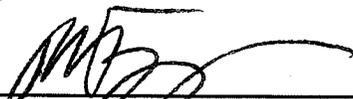
COVERED PARTY: **SOCPLJPA**
 (NEWPORT-MESA UNIFIED SCHOOL DISTRICT)

COVERAGE PERIOD: **12:01 A.M. JULY 1, 2006, TO**
 12:01 A.M. JULY 1, 2007

MOC NUMBER: **72**

DEDUCTIBLE: **\$25,000 per occurrence**

COVERAGE LIMIT: **Replacement cost subject to policy limits, terms, and conditions**



Authorized Signature

(Please refer to the actual Memorandum of Coverage and/or policies for terms, conditions, sub-limits, and limits.)



Alliance of Schools for Cooperative Insurance Programs

12750 Center Court Drive, Suite 205, Cerritos, CA 90703 (562) 403-4640

ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS (ASCIP)

COMPREHENSIVE CRIME

MEMORANDUM OF COVERAGE

DECLARATIONS

COVERED PARTY: SOCPLJPA
(NEWPORT-MESA UNIFIED SCHOOL DISTRICT)

COVERAGE PERIOD: 12:01 A.M. JULY 1, 2006, TO
12:01 A.M. JULY 1, 2007

MOC NUMBER: 72

COVERAGE AND LIABILITY LIMITS:	(1) Employee Theft; Forgery or Alteration; Computer Fraud; Funds Transfer Fraud; Money Orders & Counterfeit Currency	\$3,500,000
	(2) Faithful Performance of Duties	\$3,500,000
	(3) Theft of Money and Securities	\$ 300,000
	(4) Robbery of Safe Burglary of other Property	\$ 300,000

DEDUCTIBLE: \$500 any one occurrence



Authorized Signature

(Please refer to the actual Memorandum of Coverage and/or policies for terms, conditions, sub-limits, and limits.)



Alliance of Schools for Cooperative Insurance Programs

12750 Center Court Drive, Suite 205, Cerritos, CA 90703 (562) 403-4640

ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS (ASCIP)

AUTOMOBILE PHYSICAL DAMAGE

MEMORANDUM OF COVERAGE

DECLARATIONS

COVERED PARTY: **SOCPLJPA**
 (NEWPORT-MESA UNIFIED SCHOOL DISTRICT)

COVERAGE PERIOD: **12:01 A.M. JULY 1, 2006, TO**
 12:01 A.M. JULY 1, 2007

MOC NUMBER: **72**

DEDUCTIBLES:

COMPREHENSIVE: **\$1,500 for each covered automobile**

COLLISION: **\$1,500 for each covered automobile**



Authorized Signature

(Please refer to the actual Memorandum of Coverage and/or policies for terms, conditions, sub-limits, and limits.)



Alliance of Schools for Cooperative Insurance Programs

12750 Center Court Drive, Suite 205, Cerritos, CA 90703 (562) 403-4640

ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS (ASCIP)

ASCIP-B

DECLARATIONS

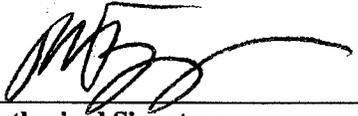
COVERED PARTY: NEWPORT-MESA UNIFIED SCHOOL DISTRICT

COVERAGE PERIOD: 12:01 A.M. JULY 1, 2006, TO
12:01 A.M. JULY 1, 2007

POLICY NUMBER: EGL003288-00

COVERAGE AND LIABILITY LIMITS:	General Liability Each Occurrence	\$1,000,000
	Fire Damage	\$ 100,000
	Third Party Property Damage	\$ 25,000
	Med Exp (Any one person)	\$ 5,000

DEDUCTIBLE:	Third Party Property Damage	\$ 1,000
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Authorized Signature

(Please refer to the actual Memorandum of Coverage and/or policies for terms, conditions, sub-limits, and limits.)



Alliance of Schools for Cooperative Insurance Programs

12750 Center Court Drive, Suite 205, Cerritos, CA 90703 (562) 403-4640