

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
RODELL R. FICK, ESQ.**

THIS AGREEMENT is made and entered into this 1 day of October, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and RODELL R. FICK, ESQ., a sole proprietor ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to preside as the Hearing Officer at Administrative Hearings of Civil Citations, as more fully described herein; and

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

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (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 Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A," 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. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

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

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, 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.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed SEVEN THOUSAND FIVE HUNDRED Dollars (\$7,500.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City 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 the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times 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.

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 TWELVE (12) months, ending on SEPTEMBER 30, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The Parties have the option to renew up to THREE (3) ONE (1) year periods.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with

the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who

shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, 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:

Rodell R. Fick, Esq.



Attn: Rodell R. Fick, Esq.

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5153
Email: willa.bouwens-
killeen@costamesaca.gov
Attn: Willa Bouwens-Killeen

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 agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby

agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

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

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

the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

6.20. 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.

6.21. 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.

6.22. 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.

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

6.24. 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.

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

negotiations.

6.26. 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.

6.27. 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



Chief Executive Officer

Date: 9/8/14



Department Director

Date: 9-2-14

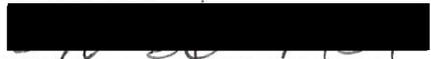
CONSULTANT



Signature

Date: 8/27/14

Rodell R. Fick, Hearing Officer
Name and Title



Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



City Attorney

Date: 09/05/14

APPROVED AS TO INSURANCE:



Risk Management

Date: 9/1/14

APPROVED AS TO CONTENT:



Project Manager

Date: 9-4-14

EXHIBIT A
SCOPE OF WORK

**Rodell R. Fick
Attorney at Law**



August 2, 2014

CITY OF COSTA MESA
Development Services Dept.
77 Fair Drive
Costa Mesa, CA 92628-1200

Attn: Ms. Silvia Kennerson, Mgt. Analyst

Re: Submission of Quote for Hearing Officer
for Admin. Hearings of Civil Citations

Dear Ms. Kennerson:

I am forwarding for consideration by the City of Costa Mesa, my Statement of Qualifications, Proposed Fee Schedule and Proof of Professional Insurance for purposes of seeking selection again as a Hearing Officer for the City of Costa Mesa. I believe that my training, education, and especially my extensive experience in municipal law and hearing matters, outlined in the attached Statement of Qualifications, easily meets those qualifications.

I have been a practicing attorney and litigator for approximately 26 years, with virtually all of my legal experience representing municipal agencies and public entities. To summarize, I previously served as a City Prosecutor for many years for several municipal clients and I fully understand the high standards for conducting prosecutions in Los Angeles and Orange counties for municipal code violations. As an Assistant City Attorney for some of those municipal clients, I had the opportunity to assist with the development and implementation a formal Code Enforcement Procedures Manual for city staff to guide staff. I was also instrumental in the drafting and adoption of Municipal Code provisions for the establishment of an Administrative Citation procedure and system for those clients. Therefore, I am quite familiar and experienced with municipal administrative/civil citation systems and what procedures should be followed during investigations and enforcement actions, whether those actions are initiated by departments of Code Enforcement, Animal Services, Fire Marshal, the Police, Building Inspectors, or Environmental Services. I also served as a trial attorney for many years for many public entities in defending tort actions in both State and Federal courts. This

Statement of Qualifications for Hearing Officer
August 2, 2014
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litigation experience normally involved City or County agencies and usually law enforcement personnel or related emergency personnel.

Since 2008, as a Hearing Officer I have presided over appeal and administrative hearings in well over 1,200 hearings for public agencies and entities. My practice is exclusively limited to serving as a Judge or Hearing Officer for municipalities and public entities. In addition to currently serving the City of Costa Mesa as a Hearing Officer for civil citations, my services have been used to conduct hearings for administrative citation appeals, civil abatements, dangerous animal code violations, animal and/or noise code violations, parking violations, environmental and public health and safety violations, building code violations, civil penalty proceedings, and fire marshal code violations for a host of agencies. The public entities and municipalities that have utilized my services include: Cities of Riverside, Costa Mesa, Palm Springs, Indian Wells, La Quinta, Rancho Mirage, Cathedral City, Palm Desert, Yucca Valley, Desert Hot Springs, Corona, Eastvale, Jurupa Valley; and County of Riverside Sheriff's Department, Code Enforcement Department, Department of Animal Services, Department of Environmental Health Services; and Metropolitan Water District of Southern California. I have also just signed a contract with the City of Newport Beach to preside over Administrative Appeal Hearings for that city in the future.

Finally, my experience serving as a Judge Pro Tem in Orange County Superior Court for several years has been instrumental in the manner in which I conduct the 'hearing process', regardless of the actual type of hearing to be held. I take great pride in the manner in which I conduct my hearings with an effort to ensure that all parties feel that they had a 'fair and impartial' hearing experience. I invite your inquiries to any of the contacts and/or references listed below to verify my experience and high standards I follow in the administrative and appeal hearing process.

I believe that my 23 years experience in law enforcement and my 26 years as an attorney specializing in municipal law matters as a prosecutor, litigator and hearing officer make me especially qualified to continue to serve as your Administrative Hearing Officer. I look forward to an opportunity to personally present my qualifications and experience in greater detail should the City of Costa Mesa make that request.

Very truly yours


Rodell R. Fick, Esq.

Attachments: Statement of Qualifications, References, Fee Schedule, Proof of Insurance

Rodell R. Fick, Esq [REDACTED]

Objective: Administrative Hearing Officer [REDACTED]

Experience:

August 2008 to Present

Southern California area

Administrative Hearing Officer

Conducted Administrative or Appeal Hearings for Cities of Riverside, Costa Mesa, Palm Springs, Indian Wells, La Quinta, Corona, Eastvale, Jurupa Valley, Yucca Valley, Lake Elsinore, Rancho Mirage, Cathedral City, Palm Desert and Desert Hot Springs in Appeals of Code Enforcement, Building and Safety, Animal Services, Parking Enforcement violations; and County of Riverside Animal Services, Code Enforcement, Environmental Health Services and Sheriff's Dept. hearings; issued Findings and Orders. Presided over Appeal Hearings for Abatement actions and Civil Penalty Assessment proceedings brought by City Attorney; rendered Hearing Orders and Decisions.

October 2006 to May 2009

Cavanaugh Law Group

Mission Viejo, CA

General Counsel/Assistant City Attorney

Served as general counsel and Assistant City Attorney for contract cities.

Advised City management staff on policy and legal issues, with emphasis on Public Safety personnel and operations.

Served as City Prosecutor in select City code enforcement, law enforcement matters.

Consulted on various Personnel matters with City management staff.

Designed and implemented Municipal Code Enforcement procedures manual and related Ordinances, including development of Appeal and related Hearing procedures.

Advised City Council and City Commission members on legal matters and issues and participated as City legal counsel for public meetings and hearings.

February 2000 to Sept. 2006

Los Angeles City Attorney's Office

Los Angeles,

Senior Trial Attorney/Deputy City Attorney III

CA

Supervised all phases of civil litigation for Police, Fire and other City Departments, for tort liability defense including jury trials, mediations and arbitrations in U.S. District courts and California Superior courts.

Evaluated litigation claims for personnel injuries lodged by citizens against City employees and property.

Reviewed and assessed personnel and disciplinary matters in conjunction with civil litigation involving City employees.

July 1994 to Feb. 2000

Woodruff, Spradlin & Smart

Costa Mesa, CA

Senior Associate Attorney

Supervised all phases of civil litigation for numerous municipal and public agency clients for tort liability defense including jury trials, mediations and arbitrations in Federal and State Superior courts.

Participated in evaluation of and legal proceedings for hearings for municipal employee disciplinary and industrial injury claim matters.

Developed and conducted legal training seminars for Municipal management employees on various personnel and public liability issues throughout California.

Served as Legal Counsel to Cities and public agencies in various Administrative Hearings.

Served as City Prosecutor in select City code enforcement matters for municipal clients.

Served as volunteer Judge Pro tem for Orange County Superior Court, in Santa Ana, Fullerton and Westminster courts for approximately 3 + years.

February 1988 to July 1994

Franscell, Strickland, Roberts & Lawrence

Senior Associate Attorney

Los Angeles & Pasadena, CA

Supervised all phases of civil litigation for numerous municipal and public agency clients for tort liability defense including jury trials, mediations and arbitrations in Federal and State Superior courts.

Evaluated personal injury claims in tort litigation matters involving municipal employees or public property.

Participated in legal proceedings and/or hearings in municipal employee disciplinary matters, representing Management.

Developed and conducted legal training seminars for Municipal management employees on various public liability issues and personnel management matters throughout California.

Los Angeles Police Department / Corona Police Department

Police Captain, Lieutenant, Sergeant, Detective and other field ranks

Extensive management and supervisory level experience of law enforcement personnel in a variety of Field, Investigation and Administrative assignments.

Extensive Internal Affairs Division experience both as an Investigator and the Assistant Chief Investigator managing a Bureau of supervisory detectives charged with the duty of conducting comprehensive personnel investigations into allegations of employee misconduct; participate in the administrative hearing process and the adjudication of discipline and personnel matters for City of L.A.

Extensive experience in the development and implementation of law enforcement personnel deployment and enforcement strategies for a variety of uniformed, investigative and administrative services.

Supervised LAPD management auditing Section assigned to staff of Office of Chief of Police; participated in major audits of adherence to Department policies.

Education

Juris Doctor, 1986 Loyola Law School Los Angeles, CA
Studied government law, worker's compensation and employment law.

Master of Public Administration, 1977 University of Southern California
Los Angeles, CA
Emphasis on Management and Organizational Development.

Bachelor of Science, Business Administration, 1973
California State University, Los Angeles Los Angeles, CA
Pre-Law/Business Arts, with Accounting minor.

Admission to Courts

United States Supreme Court, 1993
U.S. Court of Appeals for Ninth Circuit, 1992
United States District Court, Arizona District, 1998
United States District Court, Eastern District California, 1992
United States District Court, Central District California, 1988
United States District Court, Southern District California, 1988
State Bar of California, 1987

Symposia

"Legal Update on Peace Officers' Bill of Rights and Civil Liability Issues", for California Probation Managers' Association.

"Managing and Surviving Litigation", for California Probation, Parole and Corrections Association seminar.

"Sexual Harassment Workshop", for California Probation Administrators' training conference.

"American Disabilities Act", training session for California Probation Administrators training conference.

"Personnel Liability Issues for Supervisors", for numerous public entity management and supervisors' groups (1990-1994).

"Police Pursuit/Code 3 Driving Liability Issues", at various workshops throughout California, coordinated by California Peace Officers' Association (1994-2006).

LIST OF REFERENCES FOR RODELL R. FICK, ESQ.

LOS ANGELES COUNTY SUPERIOR COURT, POMONA BRANCH

Supervising Superior Court Judge, Steven Blades (909) 620-3405

CITY OF LOS ANGELES

Assistant City Attorney Robert Pulone (Retired) pulone@earthlink.net

CITY OF HAWAIIAN GARDENS

City Manager Ernesto Marquez (562) 420-2641 ext. 209

CITY OF PARAMOUNT

Asst. City Manager John Moreno (562) 220-2022

Public Safety Director Maria Meraz (562) 220-2001

Community Development Director Joe Perez (562) 220-2038

CITY OF RANCHO SANTA MARGARITA

Development Services Director Kathleen Haton (949) 635-1800 ext. 6707

Public Safety Supervisor Sgt. Matthew Barr (949) 635-1817

CITY OF COSTA MESA

Planning Administrator Claire Flynn (714) 754-5278

Chief of Code Enforcement Willa

Bouwens-Killeen (714) 754-4952

CITY OF NEWPORT BEACH

Deputy City Attorney Mary Binning (949) 246-5683

CITY OF INDIAN WELLS

Fire Marshall/Building Inspector, B. Pelletier (760) 776-0230

CITY OF LA QUINTA

Code Compliance Supervisor Anthony Moreno (760) 777-7022

CITY OF PALM SPRINGS

City Attorney Douglas Holland (760) 323-8299

Police Capt. Dennis Graham (760) 323-8120

CITY OF RIVERSIDE

Deputy City Attorney Rahman Gerren (951) 826-5567

Code Enforcement Manager Gary Merk (951) 826-5224

COUNTY OF RIVERSIDE

Animal Services, Commander Rita Gutierrez (951) 358-7365

EXHIBIT B
FEE SCHEDULE

PROPOSED FEE SCHEDULE FOR HEARING OFFICER

Proposed Hourly Rate and Fee Schedule:

\$100.00 per hour for Hearing Officer services performed under Contract; allowing up to one hour (1) for preparation time for appeal hearings; hour for hour compensation for actual appeal hearings conducted or scheduled; and hour for hour time spent post-hearing drafting appeal hearing decisions and Notices of Decision.

No compensation or reimbursement is being sought for travel time and/or mileage expenses.

EXHIBIT C
CERTIFICATES OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2014

PRODUCER Ashbrook-Clevidence, Inc. 3000 W. MacArthur Blvd., #320 License #0188788 Santa Ana, CA 92704		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Rodell Fick 		INSURERS AFFORDING COVERAGE INSURER A: Fireman's Fund Insurance Co INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	AS5AZC80851111	03/25/14	03/25/15	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 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 per ABC Multicover endorsement.

CERTIFICATE HOLDER City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626	CANCELLATION *10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Interinsurance Exchange of the Automobile Club

Automobile Insurance Policy Coverages and Limits Renewal Declarations



We are pleased to offer you a renewal for your automobile insurance policy. To renew your policy, send at least the minimum payment on or before the due date. Insurance is in effect only for the vehicles, coverages, and limits of liability shown on this declarations page and as set forth in the insurance policy and endorsements. These declarations, together with the contract and the endorsements in effect, complete your policy. If any change to your policy or to the information we have on file results in a premium decrease during the policy period, the Interinsurance Exchange reserves the right to apply any refund due to your outstanding balance.

NAMED INSURED (Item 1.)

PILAFIDIS, OLYMPIA

AUTO POLICY NUMBER: CAA 082837374

POLICY PERIOD (PACIFIC STANDARD TIME)

POLICY EFFECTIVE DATE: 06-14-14 12:01 A.M.

POLICY EXPIRATION DATE: 06-14-15 12:01 A.M.

VEHICLES

VEHICLE NUMBER	YEAR	MAKE	MODEL	IDENTIFICATION NUMBER	VEHICLE USE	GARAGE ZIP CODE	ANNUAL** MILES	VERIFIED MILEAGE
1	2006	CHEV	MALIBU LT	1G1ZT51806F239594	PLEASURE	92203	10,001 - 12,500	VERIFIED
2	2011	JEEP	GRAND CHEROKEE	1J4RS4GT7BC521351	PLEASURE	92203	17,501 - 20,000	VERIFIED

COVERAGES AND LIMITS

Coverage is not in effect unless a premium or the word "included" is shown.

ANNUAL PREMIUMS

COVERAGES	LIMITS OF LIABILITY					Vehicle 1	Vehicle 2	Vehicle	Vehicle	Vehicle
Liability										
Bodily Injury	\$500,000	each person/	\$500,000	each occurrence		\$ 142	\$ 218			
Property Damage	\$500,000	each occurrence				\$ 118	\$ 185			
Medical										
						No Coverage	No Coverage			
Physical Damage (Actual Cash Value unless otherwise stated, less deductible)										
	Vehicle 1	Vehicle 2	Vehicle	Vehicle	Vehicle					
Comprehensive (Less Deductible)	ACV \$100	ACV \$250				\$ 46	\$ 44			
Collision (Less Deductible)	ACV \$1000	ACV \$500				\$ 159	\$ 307			
Car Rental Expense (Per Day)	\$30	\$30				\$ 19	\$ 23			
Uninsured Motorist										
Bodily Injury - Uninsured & Underinsured Vehicles	\$500,000	each person/	\$500,000	each accident		\$ 56	\$ 57			
Uninsured Deductible Waiver						Included	Included			
Uninsured Collision						No Coverage	No Coverage			
Total Premium						\$ 540	\$ 834			

PREMIUM DISCOUNTS

Please refer to the enclosed document entitled "Premium Discounts Applied to Your Automobile Policy."

"No Coverage" indicates coverage not purchased.

* If at any time you choose to pay less than the full balance outstanding, finance charges of up to 1.5% per month of the balance outstanding will apply as explained in your billing statements, which are part of these declarations.

** To see the annual mileage for your expiring policy, please refer to the "Notice of Annual Mileage" page contained in your renewal package.

Total Annual Premium* (Includes all applicable discounts.)	\$ 1374
Less Policyholder Savings Dividend	\$ 49
Net Premium*	\$ 1325

INTERNATIONAL EXCHANGE OF THE AUTOMOBILE CLUB

Automobile Insurance Policy Coverages and Limits

Renewal Declarations (continued)

AUTO POLICY NUMBER: CAA 082837374

POLICY EFFECTIVE DATE: 06-14-2014

DRIVERS (UNLESS LISTED AS EXCLUDED)

DRIVER NUMBER	NAME	GENDER	MARITAL STATUS	YEAR FIRST LICENSED
1	PILAFIDIS, OLYMPIA	FEMALE	MARRIED	1968
2	FICK, RODELL	MALE	MARRIED	1959

DRIVER NUMBER	DRIVING RECORD					DRIVER STATUS	RATED VEHICLE NUMBER
	NUMBER OF PRINCIPALLY AT-FAULT ACCIDENTS	NUMBER OF TRAFFIC CONVICTIONS					
		MINOR	SERIOUS	MAJOR	SEVERE		
1						PRIMARY	1
2						PRIMARY	2

ENDORSEMENTS AND CERTIFICATES

NUMBER	TITLE
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SPECIAL EQUIPMENT**

SOUND EQUIPMENT**

VEH. NO.	SPECIAL EQUIPMENT**		SOUND EQUIPMENT**			
	CAMPER/VAN CONV.	OTHER	2-WAY RADIO	TELEPHONE	RADIO	OTHER
1						
2						

** Coverage is indicated by a "YES" in the appropriate equipment column. Coverage limitations apply unless coverage was purchased specifically for certain equipment.

ANY PHYSICAL DAMAGE LOSS MAY BE MADE PAYABLE TO YOU AND ANY INTEREST LISTED BELOW:

Click AAA.com/myaccount to access your policy information online, pay your bill or print additional proof of insurance cards

EXHIBIT D
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.