

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of March, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC., a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide polygraph examination services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference. All personnel performing polygraph examinations shall be certified and insured polygraph examiners.

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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid Two Hundred Twenty-Five Dollars (\$225.00) per polygraph examination. Consultant's annual compensation shall not exceed Twenty-Three Thousand Dollars (\$23,000.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, 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, ending on February 28, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of both parties.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

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

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

5.0. INSURANCE

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

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

during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. **Certificates of Insurance.** Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

6.0. GENERAL PROVISIONS

6.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by

the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Joe Mar Polygraph & Investigation Services, Inc.
415 W. Foothill Blvd. #125B
Claremont, CA 91711
Tel: (661) 209-0582
Attn: Joe E. Delia

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5169
Attn: Kasama Lee

Courtesy copy to:

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

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

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection

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

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

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

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

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

independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all

information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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

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

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Joe Delia
Signature
Joe Delia, President
[Name and Title]

Date: 2-4-2020
[Redacted]
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Kelly Telford
Kelly Telford
Purchasing Officer

Date: 2/13/2020

ATTEST:

Brenda Green 2/20/2021
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow MA
Kimberly Hall Barlow
City Attorney

Date: 2/20/2020

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 2/13/2020

APPROVED AS TO CONTENT:

Kasama Lee
Kasama Lee
Project Manager

Date: 2/20/20

DEPARTMENTAL APPROVAL:



Lance Nakamoto
Human Resources Manager

Date: 2/19/2020

APPROVED AS TO PURCHASING:



Kelly Telford
Finance Director

Date: 2/13/2020

EXHIBIT A
CONSULTANT'S PROPOSAL

COVER LETTER/VENDOR APPLICATION

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA
91711
PHONE: (661) 209-0582 EMAIL: PDELIA@AOL.COM
LICENSE: PI188535 & PPO120470

.. POLYGRAPH
.. PRE-EMPLOYMENT BACKGROUND
.. PRIVATE INVESTIGATION
.. EMPLOYMENT ORAL INTERVIEWS
.. DRUG/SUBSTANCE TESTING
.. INTEGRITY TESTING
.. ELECTRONIC DEBUGGING
.. LIVESCAN

JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. is honored to be able to submit a proposal for POLYGRAPH EXAMINATION – CONSULTING SERVICES for the City of Costa Mesa. It is our understanding that the service is to include:

1. Conducting comprehensive polygraph examinations for POLICE DEPARTMENT EMPLOYEES (both sworn and civilian); FIRE DEPARTMENT EMPLOYEES (sworn); and NON-SAFETY EMPLOYEES (IT).
2. All examiners being certified and insured polygraph examiners, with a verifiable background in law enforcement criminal issue testing, internal investigations and pre-employment testing.
3. Able to complete a minimum of (4) examinations per day, but also able to process as many as ten (10) examinations per day during time sensitive police recruit hiring processes.

The REQUEST FOR PROPOSAL FOR POLYGRAPH EXAMINATION – CONSULTING SERVICES and all other conditions attached to this RFP have been reviewed and JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. agrees to all terms and conditions contained in these documents.

JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC.

In 1978, Joe E. Delia founded JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. This is a private owned corporation with its office located at:

415 W Foothill Boulevard, Claremont, CA 91711

JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. is licensed by the State of California for both:

PRIVATE INVESTIGATION: PI188535 PRIVATE PATROL OPERATOR: PPO120470

In addition to offering polygraph services, JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. also provides the following services:

- .. Background investigations: Law enforcement/fire department/civilian
- .. Pre-employment services: Drug/substance testing; Integrity testing; LIVESCAN
- .. Oral Board interview professional participants
- .. Electronic debugging
- .. Private/internal investigations
- .. Guard/special event security
- .. Executive protection

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA
91711
PHONE: (661) 209-0582 EMAIL: PIDELIA@AOL.COM
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.. POLYGRAPH
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.. INTEGRITY TESTING
.. ELECTRONIC DEBUGGING
.. LIVESCAN

Joe E. Delia, CEO/President, heads our polygraph examination team. He started his career in law enforcement with the Monterey Park Police Department and has served over 20 years with the Los Angeles County Sheriff Department. Joe has trained officers in the polygraph field and served as the Senior Polygraph Examiner at the Lancaster, California Crime Lab.

As a certified Polygraph examiner, Joe E. Delia has worked in both the public and private sectors, including Northrup Corporation (and other Fortune 500 companies) and thirteen police agencies in Southern California (including Beverly Hills, Torrance, Orange, Long Beach, Montclair, Oxnard, Port Hueneme, Simi Valley, Tustin, Santa Barbara, California City, Ventura and others). Most recently Joe assisted the California City Police Department by obtaining crucial statements from a reluctant murder suspect, leading to this suspect and her associate being prosecuted for the crime of murder. Joe has also served as a polygraph expert for syndicated television shows including MARRIAGE BOOTCAMP and DR. PHIL.

Our team of examiners are polygraph professionals, who have years of experience in conducting pre-employment and special issue examinations for both sworn and civilian applicants. All examiners:

- .. Graduated from an accredited polygraph school by the American Polygraph Association (APA); and maintain membership with the California Association of Polygraph Examiners and American Polygraph Association and P.O.S.T. certified.
- .. Able to conduct the examinations on-site at the City of Costa Mesa City Hall or Costa Mesa Police Department.
- .. Keep full informed of, and observe and comply with all pertinent laws, ordinances and regulations.
- .. Write comprehensive, logical and concise reports.
- .. Able to assist the City of Costa Mesa or testify in court should any legal action result from the polygraph examination.

All examinations are both audio and visually recorded (with DVD or digital copies of the recorded exam available to the agency upon request). At the conclusion of the examination, a written report is provided, and the agency has access to all reports and questionnaires. JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC would welcome the opportunity to partner with the City of Costa Mesa and provide polygraph examinations.

JOE E. DELIA – CEO/PRESIDENT 415 W. Foothill Boulevard #125B, Claremont, CA 1711
Email: PIDELIA@AOL.COM Phone: (661)209-0582 Website: JOEMARINVESTIGATIONS.COM



**VENDOR APPLICATION FORM
FOR
RFP for POLYGRAPH EXAMINATION - CONSULTING SERVICES**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: JOE MAR. POLYGRAPH & INVESTIGATION SERVICES, INC.

Contact Person for Agreement: JOE E DELIA

Corporate Mailing Address: 415 W FOOTHILL BLVD #125 B CLAREMONT, CA 91711

City, State and Zip Code: _____

E-Mail Address: PIDELIA@AOL.COM

Phone: (661) 209-0582 Fax: _____

Contact Person for Proposals: JOE E. DELIA

Title: CEO/PRESIDENT E-Mail Address: PIDELIA@AOL.COM

Business Telephone: (661) 209-0582 Business Fax: _____

Is your business: (check one)

- NON PROFIT CORPORATION
- FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION
- LIMITED LIABILITY PARTNERSHIP
- INDIVIDUAL
- SOLE PROPRIETORSHIP
- PARTNERSHIP
- UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
JDE E. DELSA	CEO/PRESIDENT	(661) 269-0562
MURIE ONA DELIA	SECRETARY	(661) 810-3020

Federal Tax Identification Number: 830769077

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

BACKGROUND & PROJECT SUMMARY

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA
91711
PHONE: (661) 209-0582 EMAIL: PDELIA@AOL.COM
LICENSE: PI188535 & PPO120470

.. POLYGRAPH
.. PRE-EMPLOYMENT BACKGROUND
.. PRIVATE INVESTIGATION
.. EMPLOYMENT ORAL INTERVIEWS
.. DRUG/SUBSTANCE TESTING
.. INTEGRITY TESTING
.. ELECTRONIC DEBUGGING
.. LIVESCAN

BACKGROUND AND PROJECT SUMMARY

1. Polygraph examinations will be conducted at the City of Costa Mesa City Hall or Costa Mesa Police Department for the following positions:
 - A. Police Department Employees (civilian and sworn)
 - B. Fire Department Employees (sworn)
 - C. Information Technology Department Employees

2. The work of the polygraph examiner will include the following:
 - A. Conduct pre-exam interview, polygraph examination and post-test interview (if and when needed).
 - B. This will include a review/inquiry of:
 - (1) Applicant's personal background and employment history
 - (2) Applicant's criminal history
 - (3) Applicant's alcohol and drug possession, use and any and all activities related
 - C. Provide a detailed written report regarding examination results and factual basis for such assessment including information on questions asked and answered
 - D. Audio and video record of all examinations
 - E. Provide a copy of all audio/video recordings, examination tracing/charts of investigative examinations to the City upon request

3. Methods of testing and interpreting results charts are in accordance with all federal, state and local laws as well as the American Polygraph Association Code of Ethics and Standards of Practice.

4. The polygraph shall be completed within seven (7) business days of being assigned the examination unless the City grants an extension for cause.

5. Our team leader, Joe E. Delia, and any of our team members are available to answer any questions regarding the polygraph examination. They are also able to testify in court regarding any issues related to the polygraph examination.

METHOD OF APPROACH

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
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METHOD OF APPROACH

JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. has established itself as a leader in providing polygraph examination services to municipalities throughout Southern California. Our examination team is comprised of examiners who all have a law enforcement background and certified and accredited by the California Association of Polygraph Examiners and American Polygraph Association.

The method of approach for polygraph examinations include the following:

1. Upon being contacted by the City for need of a polygraph examination, Joe E. Delia or his assistant will respond within twenty-four (24) hours and confirm acceptance of the request for service.
2. City representatives will be contacted to obtain the name of the person to be examined and arrange for the date, time and location of the examination. A determination will be made if there are any special instructions from the City that need to be considered while administering the polygraph examination.
3. Prior to proceeding with the polygraph examination the applicant will complete:
 - A. Release to participate in a polygraph examination
 - B. JOE MAR Polygraph Worksheet: Internal worksheet in which the applicant provides the same information already recorded on City employment documents. Information collected includes:
 - (1) Personal information (2) Education (3) Employment history
 - (4) Military history (5) Theft of property (6) Criminal activity
 - (7) Illegal drugs (8) Alcohol related crimes (9) Traffic violations
 - (10) Financial concerns (11) Prior law enforcement service (applied for presently or on any other police department list
 - (12) Crimes against persons/children/property (13) Theft and white collar crimes
 - (14) Vice & miscellaneous crimes (15) Domestic Violence (16) Gang affiliations
 - (15) Medical/Psychological issues (16) Acting upon any prejudices (17) Media sources
4. The polygraph examiner will review the applicant's responses to the worksheet. Once reviewed, the examiner will meet with the applicant and discuss the process to be followed and administered.
5. The examiner will then review and discuss the responses with the applicant.

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA
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METHOD OF APPROACH (CONTINUED)

6. The examination will then be administered, and questions addressed in the polygraph worksheet. During this time the applicant is connected to the polygraph machine and all responses are both audio and video recorded.
7. After reviewing the recorded results, the examiner will determine if the applicant has successfully passed the examination; or requires a post-test interview to obtain clarification on responses to obtain additional information from which to establish a final result. The entire process will normally take from 2.5 – 3 hours.
8. The examiner will then prepare a final report on the result of the examination. Joe E. Delia will review and approve all final reports prior to being forwarded to the City. Joe is available to meet and discuss the results obtained for any examination. Our intent is to keep the city informed at all times as to our process and provide reliable information that can be used in making an employment decision.
9. If there is an area that requires additional testing, the applicant will be contacted and asked to return for a follow-up exam.
10. Copies of the PRE-EMPLOYMENT QUESTIONNAIRE, examiner notes and all reports are available to the city.
11. All polygraph examinations:
 - (A) Conducted in a secure and private setting by certified examiners with prior law enforcement backgrounds and years of experience in conducting examinations
 - (B) Use of the most up-to-date polygraph equipment and recording devices
 - (C) A written report submitted to the City within seven (7) working days from the original day of examination
12. JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. would consider the interviewing, hiring and retention of former employees of the city who have been displaced due to layoff or outsourcing of functions and services formerly provided by the city. Our company currently does this with one of the municipalities we serve.
13. Other than providing a location for the examinations and assisting in contacting applicants about their examination appointment, very little of city staff time is needed. We would ask to review any employment documents completed by the applicant to compare against our PRE-EMPLOYMENT QUESTIONNAIRE completed prior to the examination.

**QUALIFICATIONS & EXPERIENCE OF THE
FIRM**

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA
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QUALIFICATIONS & EXPERIENCE OF THE FIRM

JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC.

.. ADDRESS: 415 W FOOTHILL BLVD. SUITE 125B, CLAREMONT, CA 91711
PHONE: (661) 209-0582 EMAIL: PIDELIA@AOL.COM

.. INCORPORATED IN THE STATE OF CALIFORNIA ON 5/22/18 - NUMBER C4156225
STARTED BUSINESS IN 1978 (41 YEARS) - LOCAL OFFICE OPENED 2007

.. OFFICERS: JOE E DELIA – CEO/PRESIDENT
ONA MARIE DELIA – SECRETARY
STARTED BUSINESS IN 1978 (41 YEARS) - LOCAL OFFICE OPENED 2007

.. NO OTHER BUSINESSES OWNED OR CONTROLLED BY JOE E. DELIA OR BUSINESS MANAGER
DOING SIMILAR BUSINESS IN CALIFORNIA UNDER ANOTHER NAME. NO OTHER BUSINESSES
FOR WHICH JOE E DELIA OR BUSINESS MANAGER WAS AN OFFICER, DIRECTOR OR PARTNER
DOING SIMILAR BUSINESS IN CALIFORNIA UNDER ANOTHER NAME.

CURRENT CONTRACTS

1. VENTURA COUNTY SHERIFF OFFICE – 800 SOUTH VICTORIA AVE., VENTURA CA 93009
CONTACT: TRACY PIRIE PHONE: (805) 654-2380 2016 – PRESENT
CONDUCTING EXAMINATIONS FOR SWORN & CIVILIAN PERSONNEL
2. MONTCLAIR POLICE – 4870 ARROW HIGHWAY, MONTCLAIR, CA 91763
CONTACT: GLORIA PEREZ PHONE: (909) 448-3652 2015 – PRESENT
CONDUCTING EXAMINATIONS FOR SWORN & CIVILIAN PERSONNEL
3. SANTA BARBARA POLICE DEPT. – 215 E FIGUEROA ST, SANTA BARBARA, CA 93101
CONTACT: LT. SHAWN HILL PHONE: (805) 897-3712 2012 – PRESENT
CONDUCTING EXAMINATIONS FOR SWORN PERSONNEL
4. OXNARD POLICE DEPT. – 251 S "C" ST., OXNARD, CA 93030
CONTACT: SANDRA JACINTO PHONE: (805) 385-7765 2015 – PRESENT
CONDUCTING EXAMINATIONS FOR SWORN PERSONNEL
5. ORANGE POLICE DEPT. – 1107 N BATAVIA ST., ORANGE CA 92866 2010 – PRESENT
CONTACT: JACK NANIGAN PHONE: (714) 744-7677 EXAMINATIONS FOR SWORN PERSONNEL

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QUALIFICATIONS & EXPERIENCE OF FIRM (CONTINUED)

In addition to the current contracts cited, JOE MAR POLYGRAPH & INVESTIGATION SERVICES INC. also provides polygraph services to the cities of:

.. Long Beach	.. Beverly Hills	.. Torrance	.. Westminster
.. California City	.. Simi Valley	.. Port Hueneme	.. Montclair
.. Tustin	.. Redondo Beach	.. Manhattan Beach	

WHY JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC?

- .. Certified and professional examiners with law enforcement backgrounds and years of experience in conducting examinations for sworn and civilian applicants.
- .. Examiners who are also actively involved in training others in this field.
- .. State of the art equipment used for the examinations.
- .. Maintaining a close working relationship with each of the municipalities we serve.
- .. Completing and submitting a comprehensive report within twelve (12) hours after the completion of the examination.
- .. If needed, can also assist in providing background investigations of any applicants.



Westminster Police Department
Ralph G. Ornelas, Chief of Police
8200 Westminster Boulevard, Building 5, Westminster, CA 92683
www.westminster-ca.gov (714) 898-3315



February 27, 2019

Joe Delia
Joe Mar polygraph & Investigation Services, Inc.
12939 Banyan Street
Rancho Cucamonga, CA 91739

To whom it may concern:

The Westminster Police Department has had the pleasure of doing business with Joe Mar Polygraph & Investigation Services. They are our current polygraph provider and process a number of requests for our Professional Standards Unit. Their services have been professional, thorough and prompt.

We look forward to 2019 and our continuing partnership with Joe Mar and their staff.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Knauerhaze", written over a horizontal line.

Cameron Knauerhaze, Commander
Professional Standards Unit
Westminster Police Department



City of Santa Barbara Police Department

www.sbpd.com

City of Long Beach
Long Beach Police Department
400 W. Broadway, LB 90802

Chief's Office
805.467.2300

General Information
805.467.2300

Administrative Services
805.467.3772

Crime Center
805.467.3772

Business Office
805.467.2300

Dispatch
805.467.2410

Investigative Division
805.467.2410

Training
805.467.3580

Patrol
805.467.2572

Records
805.467.2555

215 S. Mission St.
Santa Barbara, CA
93101

PO Box 600
Santa Barbara, CA
93102

Joe Mar Polygraph & Investigation Services currently provides our Department with pre-employment background investigation services for prospective employees. As you are well aware, bringing the right people into a community's law enforcement family is one of the most significant ways we can build and maintain community trust. The workmanship produced by their investigators are consistently thorough and exemplary.

I recommend Joe Mar Polygraph and Investigation Services and am available to answer any questions you may have.

Shawn Hill
Lieutenant, Strategic Operations
Training, Recruitment, Wellness
City of Santa Barbara Police Department
(805) 467-3772 | SHill@sbpd.com
SantaBarbaraCA.gov



**VENTURA COUNTY
SHERIFF'S OFFICE**

Bill Ayub
Sheriff
Monica McGrath
Undersheriff

800 South Victoria Avenue, Ventura CA 93009 | 805.654.2380 | VenturaSheriff.org

February 27, 2019

To whom it may concern,

The Ventura County Sheriff's Office has enjoyed and benefited from the professional relationship it maintains with the polygraph company, Joe Mar Polygraph & Investigation Services, Inc. The Sheriff's Office has utilized the company's services for our background hiring polygraphs and specific issue examinations. Mr. Joe Delia and Mr. Walt Andrew provide a professional environment and comprehensive reports. Both Mr. Delia and Mr. Andrew are personable to work with, on time, and flexible with their schedules to accommodate our agency's needs.

Sincerely,

A handwritten signature in cursive script that reads "Tracey Pife".

Tracey Pife, Sheriff's Bureau Manager
Support Services Division



CITY OF ORANGE

OFFICE OF THE CHIEF OF POLICE · 1107 N. BATAVIA STREET · ORANGE, CALIFORNIA 92667 · (714) 744-7444
www.cityoforange.org FAX: (714) 744-7428

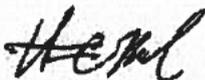
March 27, 2019

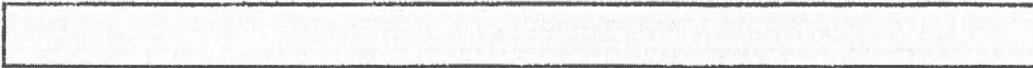
To whom it may concern,

Since 2010, the Orange Police Department has successfully utilized Joe Mar Polygraph Investigations for examinations of applicants for all positions within the police department. Joe Delia is the owner/operator of Joe Mar. He previously served the Los Angeles County Sheriff's Department and the Santa Barbara County Sheriff's Department as a deputy for more than thirty years until his retirement. Joe maintains a flexible schedule as he and/or his partners come to our department or we can send applicants to his office for a polygraph examination, occasionally on the weekends.

Joe personally interacts with the Department's background investigators, providing immediate exam results. He is highly competent and offers personal commentary, based on his law enforcement experience, regarding an applicant's demeanor, responsiveness, and suitability for the position sought. He records (video/audio) each examination and provides the investigator with a copy of the recording. These recordings are invaluable as they provide an investigator with first-hand observations into an applicant's response, body language, and subtle behavioral cues. Joe's interview style and demeanor are cordial, patient, and professional, which enable him to put an applicant at ease to elicit accurate responses and information. His examination summary reports are clear, concise, and easy to read with an explanation for identified issues.

The Orange Police Department is grateful for the work of Joe Mar Polygraph Investigations. Joe's communication has enabled him to foster great relationships with members of our Department. We are fortunate to have Joe as a resource and give his company a positive recommendation.


Thomas C. Kisela
Chief of Police



- Keep as New
- Reply
- Reply All
- Forward
- Delete
- Spam
- More ▾

Commendation / Joe Mar Investigations

Timothy OQuinn (toquinn@californiacitypd.org)

To: you Details ▾

I would like to personally commend Joe Delia and Joe Mar Investigations for their tremendous professionalism and skills in investigations in California City.

Jo Mar and their team have made themselves readily available on short notice for rapidly evolving criminal polygraph investigations. Joe was instrumental in obtaining crucial statements from a reluctant murder witness. His efforts have advanced the prosecution stage.

We as a department greatly appreciate the relationship we have with Joe Mar and look forward to continued mutual cooperation.

⁸ Regards,

Tim

Detective Sergeant Tim O'Quinn #53314
 California City Police Department
21130 Hacienda Blvd.
 California City, CA 93505
 Email: toquinn@californiacitypd.org
 Cell: 661-752-3074

Office of the Sheriff



SANTA BARBARA COUNTY

BILL BROWN
Sheriff - Coroner

BERNARD MELEKIAN
Undersheriff

HEADQUARTERS

P.O. Box 6427 • 4434 Calle Real • Santa Barbara, California 93100
Phone (805) 681-4100 • Fax (805) 681-4322
www.sbsheriff.org

August 1, 2018

STATIONS

Buellton
140 W. Highway 246
Buellton, CA 93427
Phone (805) 686-8150

Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013
Phone (805) 684-4561

Isla Vista
6504 Trigo Road
Isla Vista, CA 93117
Phone (805) 681-4179

Lompoc
3500 Harris Grade Road
Lompoc, CA 93436
Phone (805) 737-7737

New Cuyama
70 Newsome Street
New Cuyama, CA 93254
Phone (661) 766-2310

Santa Maria
812-A W. Foster Road
Santa Maria, CA 93455
Phone (805) 934-6150

Solvang
1745 Mission Drive
Solvang, CA 93463
Phone (805) 686-5000

Sheriff - Coroner Office
66 S. San Antonio Road
Santa Barbara, CA 93110
Phone (805) 681-4145

Main Jail
4436 Calle Real
Santa Barbara, CA 93110
Phone (805) 681-4260

COURT SERVICES CIVIL OFFICES

Santa Barbara
1105 Santa Barbara Street
P.O. Box 690
Santa Barbara, CA 93102
Phone (805) 568-2900

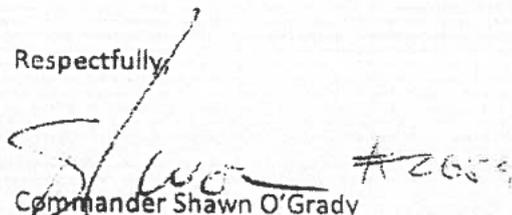
Santa Maria
312 E. Cook Street, "O"
P.O. Box 5049
Santa Maria, CA 93456
Phone (805) 346-7430

To whom it may concern,

This letter is in support of Joe Delia to perform background investigations. I have had the pleasure of supervising Joe Delia as a Santa Barbara County Sheriff's Office Extra Help Deputy on patrol. Joe Delia worked for the SBSO from 2006 until 2013 in the capacity of an Extra Help Deputy and a polygraph examiner. During his time at the SBSO he worked in our Court Services Bureau as an EXH Deputy Sheriff and he conducted polygraph examinations for criminal cases as well as polygraphs and background investigations for our Personnel Bureau. I have knowledge of his employment and I recommend him for the position.

I was impressed with Joe Delia's knowledge of Law Enforcement and his work ethic. Joe had a distinguished career with the Los Angeles Sheriff's Department before coming up to the SBSO. Above all, Joe was well liked by his peers at the SBSO. Joe's combined experience with the LASD and SBSO would make him a great choice for any agency.

Respectfully,


Commander Shawn O'Grady
Santa Barbara Sheriff's Office
South County Operations Division

FINANCIAL CAPACITY

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA 91711
PHONE: (661) 209-0582 EMAIL: PDELIA@AOL.COM
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FINANCIAL CAPACITY

1. Attached is the financial statement for JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. for 2018.
2. JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. has no administrative proceedings, claims, lawsuits or other exposures pending against the corporation.

DRB Tax Financial Services

Enrolled Agent

5457 Elmwood Road, Suite 125
Fountain, Colorado 80707
Telephone (303) 431-3548
Fax (303) 431-1023

**JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC./JOE MAR SECURITY
PROFIT & LOSS STATEMENT
JANUARY 1, 2018 TO DECEMBER 31, 2018**

GROSS INCOME:

	INCOME:	\$280,398
Cost of Goods Sold:		
	GROSS PROFIT:	\$280,398

EXPENSES:

Equipment/Rental Expenses	\$313	
Insurance Expenses	\$4,211	
Internet/Cable Expenses	\$1,768	
Legal & Accounting Fees	\$1,500	
Marketing	\$2,472	
Meals & Entertainment	\$1,285	
Office Expenses	\$2,482	
Repairs	\$504	
Fueling & Tolls & Taxes	\$311	
Supplies	\$2,384	
Dues and Publications	\$1,255	
Postage/Fed Ex	\$2,744	
Professional Fees	\$901	
Rents	\$9,400	
Contract Labor	\$98,527	
Outside Services	\$521	
Small Tools/Equipment	\$1,708	
Taxes and Licenses	\$1,800	
Telephones/Cellular	\$4,405	
Travel Expenses	\$3,548	
Uniforms & Laundry	\$151	
Utilities	\$6,121	
Vehicle Expenses	\$1,244	
	<u>\$0</u>	
TOTAL Expenses:	\$144,157	\$144,157

NET INCOME: \$136,241

I (we) have not audited, reviewed or compiled the accompanying financial statements. I (we) do not express an opinion or any other form of assurance on them.

[Signature]

KEY PERSONNEL

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA
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PHONE: (661) 209-0582 EMAIL: P.DELIA@AOL.COM
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KEY PERSONNEL

JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. has a team of certified and professional examiners who conduct all polygraph examinations; and would be assigned to conduct such examinations for the City of Costa Mesa.

1. Joe E. Delia: CEO/President of JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. Joe has been conducting polygraph examinations for over 40 years. He is known as one of the top polygraph experts in both the public and private sector. In addition to serving as the lead polygraph examiner for Los Angeles County Sheriff, he has also served as an interview and polygraph expert for Northrup Corporation and other Fortune 500 companies. Most recently Joe assisted the California City Police Department in (after 10 years) obtaining a statement from a murder suspect leading to her prosecution.

Joe serves as the lead person for the company. In addition to his personally conducting examinations, he will coordinate the assignments to the other members of our team. And prior to any final report being submitted to the city, Joe will review each examination and written report. He is available to answer any questions or serve as an expert witness should any issue related to the examination goes to court.

2. Daniel A. Ramirez: Daniel has been conducting polygraph examinations for almost 4 years. His background in law enforcement is with the Division of Adult Parole Operations as a Fugitive Agent, GPS Subject Matter Expert and overseeing the daily operation of inmates and parolees assigned to residential treatment facilities. He also is certified as a Post-Conviction Sex Offender Polygraph Examiner and instructor at the Division of Adult Parole Operations Academy.

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA
91711
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KEY PERSONNEL CONTINUED)

3. **Walter Andrew:** Walter has been conducting polygraph examinations for over 6 years. He has worked as a Deputy Reserve Officer for Los Angeles County for 22 years and for the City of Palmdale as a Community Service Officer for 6 years. He has received numerous commendations from the Cities of Palmdale and Lancaster, Los Angeles County Sheriff Department and California State Attorney General.

4. **Tyler Bondi:** Tyler has been conducting polygraph examinations for over 6 years. He also works as an instructor at the University of San Diego in Law Enforcement Public Safety Leadership. Tyler has served as a training officer for others while working for the Beverly Hills Police Department.

DANIEL A RAMIREZ
P.O. BOX 4827, SAN DIMAS, CA (626) 736-
3307 EMAIL: SGVPOLYGRAPH@GMAIL.COM

PROFESSIONAL EXPERIENCE

JOE MAR POLYGRAPH & INVESTIGATIVE SERVICES, INC - CLAREMONT, CA 12/17 - PRESENT POLYGRAPH EXAMINER .
PRE-EMPLOYMENT (LAW ENFORCEMENT) SPECIFIC ISSUE (SINGLE ISSUE) . FIDELITY TESTING

ANEW THERAPEUTIC SERVICES - LOS ANGELES AND RIVERSIDE, CA 6/17 - PRESENT POST CONVICTION SEX OFFENDER
POLYGRAPH EXAMINER . PCSOT EXAMS ON SEX REGISTRANTS APPROVED BY L.A & RIVERSIDE COUNTIES & CA STATE PAROLE

MARSTON POLYGRAPH ACADEMY - SAN BERNARDINO, CA POLYGRAPH EXAMINER 4/16 -6/16

- . POST CONVICTION SEX OFFENDER TESTING TRAINED
- . LAW ENFORCEMENT PRE-EMPLOYMENT TESTING TRAINED

DIVISION OF ADULT PAROLE OPERATIONS - ELECTRONIC MONITORING UNIT 12/8 -
PAROLE AGENT II - SPECIALIST 10/14
. EVALUATED SEX OFFENDER BEHAVIOR FROM MULTI-DISCIPLINARY APPROACH
. GLOBAL POSITIONING SATELLITE SYSTEM (GPS) SUBJECT MATTER EXPERT
. PROVIDE SPECIALIZED GPS TRAINING TO LAW ENFORCEMENT AGENCIES AT LOCAL, STATE & FEDERAL LEVELS .
EVALUATED/VERIFIED STATE COMPLIANCE OF SEX OFFENDER TREATMENT CENTERS IN CA

DIVISION OF ADULT PAROLE OPERATIONS - DIVISION OF ADDICTION & RECOVERY SERVICES 5/03 - 12/08 PAROLE
AGENT II - SPECIALIST . OVERSAW THE DAILY OPERATION OF INMATES & PAROLEES ASSIGNED TO RESIDENTIAL TREATMENT
FACILITY . ASSISTED IN TRANSFERRING INMATES/PAROLEES TO HIGH CUSTODY MEDICAL UNITS . CONDUCTED INDIVIDUAL &
GROUP COUNSELING/INTERVENTIONS

DIVISION OF ADULT PAROLE OPERATIONS - LAW ENFORCEMENT AND INVESTIGATIONS UNIT 8/01 - 5/03
PAROLE AGENT I - FUGITIVE AGENT . INVESTIGATED & APPREHENDED ABSCONDING PAROLEES & INMATES IN CA . PROVIDED
DIGNITARY PROTECTION TO GOVERNMENT OFFICIALS . COLLECTED, PREPARED & INVENTORIED EVIDENCE FROM CRIMINAL
INVESTIGATIONS

EDUCATION

UNIVERSITY OF LA VERNE - LA VERNE, CA . BACHELOR OF SCIENCE - SOCIOLOGY GRADUATE STUDIES - MARRIAGE FAMILY
THEREPY

PROFESSIONAL CREDENTIALS

. MEMBER OF CALIF ASSOCIATION OF POLYGRAPH EXAMINERS - AMERICAN POLYGRAPH ASSOCIATION . MEMBER OF CA
COALITION OF SEXUAL OFFENDING . PC 832 POST PROCTOR FOR FIREARMS & DEFENSIVE TACTICS . INSTRUCTOR AT DIVISION
OF ADULT PAROLE OPERATIONS ACADEMY

Walter Andrew
Certified Polygraph Examiner

I attended the "Marston Polygraph Academy" graduating in November 2013. I received my diploma in December 2013 after submitting 20 private practice polygraph examinations for peer review. I am a member the California Association of Polygraph Examiners, achieving the level of a Certified Polygraph Examiner. I continue to fulfill the continuing professional education requirements to maintain the certification. I have received training in a variety of polygraph techniques that may be chosen depending on the target issue of the examination.

I worked for the LA County Sheriffs Department from 9/1994 until my retirement in 3/2016 as a Reserve Deputy Sheriff, Level ID. I was assigned to Lancaster Sheriff Station Uniform Reserve Company. Sergeant Theresa Dawson is the coordinator for the Reserve Company at this time. I performed the duties of a sworn Peace Officer. I worked a variety of details and special operations with emphasis in uniformed patrol. I was a member of the Lancaster Reserve Company command staff. I was a member of the Reserve Forces Task Force conducting special operations throughout Los Angeles County. I have received numerous commendations from the City of Palmdale, City of Lancaster, Lancaster Sheriff Station, Los Angeles County Sheriff Department and the California State Attorney General. My performance evaluations have shown overall evaluations as "competent" and "outstanding" in all areas.

I was an instructor for the "Electrical Training Institute" teaching apprentices and journeyman vocational classes related to the electrical industry until my retirement in 12/2017. I was a certificated "Medic First Aid" instructor certified to instruct "First/Aid for Adults plus AED" classes. I was certified by "Medic First" as a trainer authorized to train and certify new First Aid instructors. I have been a certified "Parralax" facilitator authorized to instruct classes for managers and employees related to "Sexual Harassment".

I worked for the City of Palmdale from July 2006 until my retirement in September 2012 as a Community Service Officer. I worked at the Palmdale Sheriff Station under the direction of the Los Angeles County Sheriff Department and Public Safety Supervisor Ms. Kelley Long. The job duties consisted of the following: conducting criminal investigations and writing reports related to calls for service. I initiated actions and wrote the related reports based on my observations. I conducted Latent Fingerprint investigations and collected DNA samples at the appropriate crime scenes. I collected and entered evidence, including photographic evidence as appropriate. I testified in court related to the crimes documented by reports that I wrote or assisted with. I issued parking citations and red tags for violations of the CVC, PMC and the LACC related to calls for service and observations. I stored and impounded vehicles as appropriate based on violations of the various codes. I assisted Station Deputies with crime scenes and traffic accident scenes. My performance evaluations have shown overall evaluations rated at "competent" and "outstanding" in all areas.

I worked for "NewCal Electric" from November 1991 until July 2006. I worked in the capacity of General Foreman supervising foreman, journeyman and apprentices. My job duties consisted of the following: supervise and install electrical and data systems for a variety of projects, primarily in the health care field, coordinate with customers and subcontractors to meet the contract, design and schedule requirements of the contract documents, arrange for the delivery and staging of tools and materials at each job site, determine the appropriate labor requirements hiring and reducing the labor force as the job conditions required, provide the training to workers as appropriate for their current work assignments, document the daily work production and labor costs for each project.

TYLER BONDI
843 FORDLAND AVE., LA VERNE, CA 91750
818-292-5597 EMAIL: TYLERBONDI@HOTMAIL.COM

PROFESSIONAL EXPERIENCE

INSTRUCTOR - UNIVERSITY OF SAN DIEGO	2014 PRESENT
. ONLINE SECTION INSTRUUCTOR FOR LEPSL (LAW ENFORCEMENT PUBLIC SAFETY LEADERSHIP)	
POLICE OFFICER - BEVERLY HILLS POLICE DEPARTMENT	4/06 - 7/18
PATROL OFFICER	2006 - 2010
.FIELD TRAINING OFFICER	2010 - 2012 2014-2015 2016-2018
BICYCLE OFFICER	2010 - 2018
BACKGROUND INVESTIGATOR	2012 - 2014
POLYGRAPH EXAMINER	2013 - 2018
.SWAT OPERATOR/SNIPER CADRE	2010 - 2013 2016-2018
.CADET TRAINING OFFICER	2012 - 2016
.DEFENSIVE TACTICS INSTRUCTOR	2010 - 2012

EDUCATION

UNIVERSITY OF CALIFORNIA - DAVIS	1995 -
BACHELOR OF ARTS - GRAPHICS	2000
UNIVERSITY OF LA VERNE - LA VERNE, CA	2001-
MASTER DEGREE - EDUCATION	2003

PROFESSIONAL CREDENTIALS

. MEMBER OF AMERICAN POLYGRAPH ASSOCIATION & CALIFORNIA ASSOCIATION OF POLYGRAPH EXAMINERS
. SPECIALIZED TRAINING IN:
.. DUI DETECTION .. SWAT SCHOOL .. LASD/SEB LONG RIFLE/SNIPER SCHOOL
.. DEFENSIVE TACTICS INSTRUCTOR SCHOOL .. ELITE FITNESS FOR LAW ENFORCEMENT
.. CNOA NARCOTICS .. BACKGROUND INVESTIGATOR SCHOOL .. FIELD TRAINING OFFICER SCHOOL
.. BEHAVIOR ANALYSIS/INTERVIEW & INTERROGATION .. PERIMETER CONTAINMENT
.. INTERNAL AFFAIRS/POBR .. MIRANDA/ SEARCH & SEIZURE .. TEXAS DPS POLYGRAPH SCHOOL

COST PROPOSAL/DISCLOSURE

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA
91711
PHONE: (661) 209-0582 EMAIL: PIDEIA@AGI.COM
LICENSE: PI188535 & PPO120470

.. POLYGRAPH
.. PRE-EMPLOYMENT BACKGROUND
.. PRIVATE INVESTIGATION
.. EMPLOYMENT ORAL INTERVIEWS
.. DRUG/SUBSTANCE TESTING
.. INTEGRITY TESTING
.. ELECTRONIC DEBUGGING
.. LIVESCAN

COST PROPOSAL

JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. would charge \$225.00 for each polygraph examination. Results of the examination and written report would be sent within 12 hours after the examination.

DISCLOSURE

JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. has NOT had any past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee or family member of any current Costa Mesa elected official, appointed official or City employee.

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA
91711
PHONE: (661) 209-0582 EMAIL: PIDELIA@AQ.COM
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.. ELECTRONIC DEBUGGING
.. LIVESCAN

ATTACHMENTS

1. COMPANY PROFILE & REFERENCES
2. EX PARTE COMMUNICATIONS CERTIFICATION
3. DISCLOSURE OF GOVERNMENT POSITIONS
4. DISQUALIFICATIONS QUESTIONNAIRE
5. BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
6. FEE SCHEDULE
7. POLYGRAPH WORKSHEET/PRE-INVESTIGATIVE QUESTIONNAIRE
8. SAMPLE POLYGRAPH EXAMINATION REPORTS

COMPANY PROFILE & REFERENCES

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC.

Company Legal Status (corporation, partnership, sole proprietor etc.): CORPORATION

Active licenses issued by the California State Contractor's License Board: _____

PRIVATE PATROL OPERATOR: PPO120470 PRIVATE INVESTIGATOR: PI 188585

Business Address: 415 W FOOTHILL BLVD #125B, CLAREMONT, CA 91711

Website Address: JOEMARINVESTIGATIONS.COM

Telephone Number: (661)209-0582 Facsimile Number: _____

Email Address: PIDELIA@AOL.COM

Length of time the firm has been in business: 41 YEARS Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name: _____ Yes No

If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Federal Taxpayer ID Number: 83-0769077

Regular business hours: MONDAY-FRIDAY 10 AM - 5 PM

Regular holidays and hours when business is closed: _____

NEW YEARS DAY - MEMORIAL DAY - JULY 4TH - LABOR DAY - THANKSGIVING DAY - CHRISTMAS DAY

Contact person in reference to this solicitation: _____

JOE E. DELIA - CEO/PRESIDENT

Telephone Number: (661)209-0582 Facsimile Number: _____

Email Address: PIDELIA@AOL.COM

Contact person for accounts payable: _____

MARIE DELIA

Telephone Number: (661)810-3020 Facsimile Number: _____

Email Address: weisblitz2@verizon.net

Name of Project Manager: JOE E. DELIA

Telephone Number: (661)209-0582 Facsimile Number: _____

Email Address: PIDELIA@AOL.COM

COMPANY PROFILE & REFERENCES

(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: ORANGE POLICE DEPT Telephone Number: (714) 744-7677

Contact Name: JACK NANJIGAN Contract Amount: \$ 10,000

Email: Jnanigian@orange.pd.org

Address: 1107 N BATAVIA ST., ORANGE, CA 92866

Brief Contract Description: SINCE 2010 - POLYGRAPH EXAMINATIONS

Company Name: VENTURA COUNTY SHERIFF DEPARTMENT Telephone Number: (805) 654-2560

Contact Name: KEVIN DONOGHUE Contract Amount: \$ 85,000

Address: 800 SOUTH VICTORIA AVE., VENTURA, CA 93009

Email: Kevin.donoghue@ventura.org

Brief Contract Description: SINCE 2016 - POLYGRAPH EXAMINATIONS

Company Name: OXNARD POLICE DEPT. Telephone Number: (805) 385-7765

Contact Name: SANDRA JACINTO Contract Amount: \$ 29,350

Email: Sandra.jacinto@oxnard.pd.org

Address: 251 S. "C" ST, OXNARD, CA 93030

Brief Contract Description: SINCE 2015 - POLYGRAPH EXAMINATIONS

Company Name: SANTA BARBARA PD Telephone Number: (805) 897-3712

Contact Name: LT SHAWN HILL Contract Amount: \$165,000 (BACKGROUND + POLYGRAPH)

Address: 215 E. FIGUEROA ST, SANTA BARBARA, CA 93101

Email: shill@sbpd.com

Brief Contract Description: SINCE 2012 BACKGROUND INVESTIGATION + POLYGRAPH EXAMINATIONS

Company Name: MONTCLAIR PD Telephone Number: (909) 448-3652

Contact Name: GLORIA PEREZ Contract Amount: \$ 15,000

Email: _____

Address: 4870 ARROW HIGHWAY, MONTCLAIR, CA 91763

Brief Contract Description: SINCE 2015 POLYGRAPH EXAMINATIONS

**EX PARTE COMMUNICATIONS
CERTIFICATION**

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP FOR POLYGRAPH EXAMINATION CONSULTING SERVICES** at any time after **November 27, 2019**.

Joe Delia
Signature

Date: 2/4/2020

JOE E. DELIA
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 27, 2019** with a City Councilmember concerning informal **RFP FOR POLYGRAPH EXAMINATION CONSULTING SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

**DISCLOSURE OF GOVERNMENT
POSITIONS**

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

JOE E. DELIA
LOS ANGELES COUNTY SHERIFF DEPARTMENT

DISQUALIFICATION QUESTIONNAIRE

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

**BIDDER/APPLICANT/CONTRACTOR
CAMPAIGN CONTRIBUTION**

FEE SCHEDULE

FEE SCHEDULE

Task	Description	Price per Examination
A.	POLYGRAPH EXAMINATION	225.00
TOTAL		225.00

All originals of plans, field notes, data and calculations, reports, electronic files, etc., will be turned over to the City upon completion of work. Ten percent (10%) of the total contract fee will be withheld under final project documents are submitted to the City.

EXHIBIT B

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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