

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
RCS INVESTIGATIONS AND CONSULTING, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of May, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and RCS INVESTIGATIONS AND CONSULTING, LLC, a California limited liability company ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide background investigation services on an as-needed basis, 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 the Scope of Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference, as requested by City.

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 in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference.

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, 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 May 19, 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:

RCS Investigations and Consulting
P.O. Box 29798
Anaheim, CA 92809-9798
Tel: (714) 290-0116
Attn: Steve Rodig

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 "D" 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 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 and Electronic Signatures. 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. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

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

Steve Rodig
Signature
RCS PARTNER
[Name and Title] STEVE RODIG

Date: 5-28-2020

[Redacted]
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Lori Ann Farrell Harrison
Lori Ann Farrell Harrison
City Manager

Date: 6/18/20

ATTEST:

Brenda Green 6/22/2020
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 6/15/20

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management


Date: 6/9/2020

APPROVED AS TO CONTENT:

Kasama Lee
Kasama Lee
Project Manager

Date: 6/11/20


DEPARTMENTAL APPROVAL:



Kasama Lee
Acting Human Resources Manager

Date: 6/11/20

APPROVED AS TO PURCHASING:



Carol Molina
~~Budget and Purchasing Manager~~
Acting Finance Director

Date: June 5, 2020

EXHIBIT A
SCOPE OF WORK

**SCOPE OF WORK
FOR
RFP NO. 20-04 BACKGROUND INVESTIGATION CONSULTING SERVICES**

BACKGROUND

Background investigations are required for the following City of Costa Mesa positions:

Police Department Employees (civilian and sworn)
Fire Department Employees (sworn)
Information Technology Department Employees
Executive/Management Employees

It is anticipated that an average of 77 backgrounds will be required annually in the following categories:

Employee Category	# of Backgrounds Anticipated Annually
Police Department Employees (Sworn)	40
Police Department Employees (Civilian)	25
Fire Department Employees (Sworn)	7
Non Safety Employees (IT/Mgt)	5

These figures are provided only as information; it is neither expressly implied nor guaranteed that the amount shown will be achieved during the initial contract period or subsequent renewal periods of any contract entered into as a result of this Request for Proposal. Actual number of background investigations performed, whether lesser or greater than the amount indicated shall not affect the contracted rates established by this Request for Proposal.

The City reserves the right to award more than one contract for the services specified herein in order to ensure the continuing ability to obtain timely and accurate background investigations of candidates for employment. Once identified, the qualified firms will be contacted on an "as-needed" basis as pre-employment background services are needed.

SCOPE OF WORK

Investigations shall comply with all applicable Federal, State and City policies, rules, regulations, laws and codes including the Federal Fair Credit Reporting Act and the California Investigative Consumer Reporting Agencies Act. Background Investigations for sworn Police and Communications Officers shall be consistent with the dimensions and must comply with the standards set by the California Commission on Peace Officers Standards and Training (POST).

The pre-employment background investigation shall include, but is not limited to, the following:

1. Interview of Applicant
2. Review of candidate's personal history statement
3. Reference check (personal and professional) of applicant
4. Neighborhood check
5. Review of applicant's criminal history
6. Review of drug and alcohol use by applicant

7. Review of credit history
8. Review of civil records
9. Review of military records
10. Review of current and former employment history (including on-site reviews of employment documents)
11. Review of applications to other agencies including review of the status/disposition of applications
12. Verification of education requirements
13. Verification of birth and citizenship
14. Review of birth, marriage, and dissolution records
15. Narrative-based summary report of the investigation
16. The background investigation shall be completed within 45 days of being assigned the investigation unless the City grants an extension for cause. The background investigation report is to be presented to the City upon completion of the investigation.

EXHIBIT B
CONSULTANT'S PROPOSAL

CITY OF COSTA MESA

REQUEST FOR PROPOSAL COVER LETTER

RCS Investigations and Consulting currently provides background services to several police and fire departments in the Southern California area. RCS Investigations has conducted more than 3,000 background and administrative investigations for public agencies since 2006.

RCS Investigations and Consulting uses a standard approach for conducting all police and fire background investigations as generally defined by the California Commission for Peace Officer Standards and Training. All background investigations for the City of Costa Mesa will be conducted using a standard approach along POST guidelines and include the following: Interviews with the applicant; interviews with personal and professional references; interviews with neighbors; a full vetting-out of the applicant's Personal History Statement [PHS]; follow-up interviews when necessary; driving history; local law enforcement checks; education verification; citizenship and age verification; military verification; dissolution of marriage verification; employment history checks; and basic public social media checks.

RCS Investigators will conduct interviews with employers and personal references respective to the applicant's ability to identify and solve problems, use of illegal drugs, domestic violence, illegal activities, prejudices, ability to learn and multi-task, memory retention, communication skills, work ethic, risky behavior, temperament, interpersonal skills, teamwork, dependability, honesty, integrity, sexually harassing behavior, discipline, and the ability to follow directions.

All RCS Investigation and Consulting partners are licensed private investigators through the State of California and are designated as 'Qualified Managers.' All RCS Investigation and Consulting partners are members of the California Background Investigators Association and have completed the POST certified background investigation course.

RCS Investigations and Consulting has the capacity to process a number of background investigations at the same time. RCS Investigators will provide work in a satisfactory manner as outlined in the Costa Mesa Request for Proposal [RFP]. RCS Investigators will provide a final work product that includes a summary report; personal history statement; current driver license report; local agency check letters; high school/college diplomas and or transcripts; completed neighbor, employer and personal reference forms; photographs; public social media information [limited]; prior performance evaluations when available; and other relevant materials. RCS Investigations and Consulting will produce an above average work product, which will be completed in a timely manner.

Steve Rodig – Partner RCS Investigations and Consulting LLC

4725 E. Bryson Street, Anaheim, California, 92807

P.O. Box 29798, Anaheim, California, 92809-9798

Office number 714-779-2300

Fax number 714-779-1145

Steve Rodig 12-10-2019



VENDOR APPLICATION FORM FOR RFP NO. 20-04 BACKGROUND INVESTIGATION CONSULTING SERVICES

TYPE OF APPLICANT: [] NEW [X] CURRENT VENDOR

Legal Contractual Name of Corporation: RCS INVESTIGATIONS & CONSULTING

Contact Person for Agreement: STEVE RODIG

Corporate Mailing Address: P.O. Box 29798

City, State and Zip Code: ANAHEIM, CALIF. 92809-9798

E-Mail Address: STEVE@RCSINVESTIGATIONS.COM

Phone: 714-290-0116 Fax: 714-779-1145

Contact Person for Proposals: STEVE RODIG

Title: RCS - PARTNER E-Mail Address: STEVE@RCSINVESTIGATION.COM

Business Telephone: 714-779-2300 Business Fax: 714-779-1145

Is your business: (check one)

[] NON PROFIT CORPORATION [X] FOR PROFIT CORPORATION

Is your business: (check one)

[] CORPORATION [X] 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
<u>STEVE ROOIG</u>	<u>PARTNER</u>	<u>714-779-2300</u>
<u>CHARLES CHAVEZ</u>	<u>PARTNER</u>	<u>714-779-2300</u>
<u>JOHN HARADON</u>	<u>PARTNER</u>	<u>714-779-2300</u>
<u>RANDY SURLEY</u>	<u>PARTNER</u>	<u>714-779-2300</u>
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: 20-5065414

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: _____

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 **RFP No. 20-04 BACKGROUND INVESTIGATION CONSULTING SERVICES** at any time after **November 21, 2019**.

Steve Rodig
Signature

Date: 12-10-2019

STEVE RODIG
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 21, 2019** with a City Councilmember concerning **RFP No. 20-04 BACKGROUND INVESTIGATION CONSULTING SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

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.

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."

NONE

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: RCS INVESTIGATIONS & CONSULTING LLC

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

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: P.O. Box 29798 ANAHEIM, CA. 92809-9798

Website Address: _____

Telephone Number: 714-779-2300 Facsimile Number: 714-779-1145

Email Address: STEVE@RCSINVESTIGATIONS.COM

Length of time the firm has been in business: 13 YEARS Length of time at current location: 13 YEARS

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:
N/A

Federal Taxpayer ID Number: 20-5065414

Regular business hours: N/A

Regular holidays and hours when business is closed: N/A

Contact person in reference to this solicitation:
STEVE RODIG RCS - PARTNER

Telephone Number: 714-290-0116 Facsimile Number: 714-779-1145

Email Address: STEVE@RCSINVESTIGATIONS.COM

Contact person for accounts payable:
RANDY SORLEY - PARTNER

Telephone Number: 714-745-6522 Facsimile Number: 714-779-1145

Email Address: RANDY@RCSINVESTIGATIONS.COM

Name of Project Manager: STEVE RODIG

Telephone Number: _____ Facsimile Number: SAME AS ABOVE

Email Address: SAME AS ABOVE

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: ANAHEIM FIRE Telephone Number: 714-765-4000
 Contact Name: CHIEF RUSSELL Contract Amount: \$50,000 +
 Email: PRUSSELL@ANAHEIM.NET
 Address: ANAHEIM FIRE DEPARTMENT
 Brief Contract Description: BACKGROUND - ADMINISTRATIVE INVESTIGATIONS

Company Name: OCFA Telephone Number: 714-573-6807
 Contact Name: DUKE STEPPE Contract Amount: \$100,000
 Address: ORANGE COUNTY FIRE AUTHORITY
 Email: DUKESTEPPE@OCFA.ORG

Brief Contract Description: BACKGROUND INVESTIGATIONS
 Company Name: IRVINE P.D. Telephone Number: 949-724-7000
 Contact Name: SGT. MILLER Contract Amount: \$50,000 +
 Email: BMILLER@CITY OF IRVINE.ORG
 Address: IRVINE POLICE DEPARTMENT

Brief Contract Description: BACKGROUND INVESTIGATIONS
 Company Name: BEVERLY HILLS PD Telephone Number: 310-550-4951
 Contact Name: SGT. DIMOND Contract Amount: \$50,000 +
 Address: BEVERLY HILLS PD.
 Email: DDIMOND@BEVERLYHILLS.ORG

Brief Contract Description: BACKGROUND INVESTIGATIONS
 Company Name: C.V.F.D. Telephone Number: 909-902-5260
 Contact Name: KRISTI KUCHWARA Contract Amount: \$25,000 +
 Email: KKUCHWARA@CHOFIRE.ORG
 Address: CHINO VALLEY FIRE DISTRICT
 Brief Contract Description: BACKGROUND INVESTIGATIONS

CITY OF COSTA MESA

REQUEST FOR PROPOSAL – PROJECT SUMMARY

Since 2006, RCS Investigations and Consulting has provided a variety of quality administrative and background investigative services to more than 60 different public agencies throughout California. RCS Investigations and Consulting is an insured company whose four partners are retired law enforcement professionals with over 125 years of combined experience working in the public sector. Their careers include over 50 years of supervisory and management experience, while working for law enforcement agencies in Orange County.

RCS Investigations and Consulting currently provides background and administrative investigative services to several police and fire departments in the Southern California area, including the City of Costa Mesa. As former law enforcement managers and supervisors, RCS Investigations and Consulting partners understand the importance of the administrative and background processes and the responsibilities associated with submitting a thorough work product in a timely manner.

RCS Investigations and Consulting will provide a confidential and ethical work product, which will be completed within the scope of work as defined in the Costa Mesa Request for Proposal [RFP]. RCS Investigators will provide the client with impartial and comprehensive background reports, which meet the requirements established by the Commission for Police Officer Standards and Training [POST].

RCS Investigations and Consulting promise to provide all services in a professional manner and in compliance with applicable Federal, State and local laws, as well as in a workmanlike manner according to the standards and ethics of the industry as established by the California Secretary of State, Department of Consumer Affairs-Bureau of Investigative Services.

RCS Investigations and Consulting will complete background investigations within 45 days upon receipt of relevant documents and will provide a partner from the firm to serve as a point of contact.

- RCS Investigations and Consulting has continually performed investigative services for numerous public agencies since 2006, and continues to do so on a regular basis.
- RCS Investigations and Consulting partners and sub-contractors [associates] stay current on matters relating to background investigations by performing those tasks on a regular basis. Additionally, RCS Investigators periodically review materials made available through the California Background Investigators Association. RCS Investigation partners also receive feedback from public agency clients relating to work performed and disseminate the information to sub-contractors associated with the firm. RCS Investigation partners ensure compliance by reviewing all background reports that are prepared by subcontractors.

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- **RCS Investigators will meet the objectives as stated in the Costa Mesa Request for Proposal 'Scope of Work' attachment in a timely manner.**

CITY OF COSTA MESA

REQUEST FOR PROPOSAL - APPROACH

RCS Investigations and Consulting currently provides background and administrative investigative services to several police and fire departments in the Southern California area. RCS Investigations has conducted more than 3,000 thousand background and administrative investigations for public agencies since 2006.

RCS Investigations and Consulting uses a standard approach for conducting all police and fire background investigations as generally defined by the California Commission for Peace Officer Standards and Training. All background investigations [unless designated otherwise by the client] for the City of Costa Mesa will be conducted using a standard approach along POST guidelines and include the following: Interviews with the applicant; interviews with personal and professional references; interviews with neighbors; a full vetting-out of the applicants Personal History Statement [PHS]; follow-up interviews when necessary; driving history; local law enforcement checks; education verification, citizenship and age verification; military verification; dissolution of marriage verification; employment history checks; and limited public social media inquiries.

RCS Investigations and Consulting will conduct interviews with employers and personal references respective to the applicant's ability to identify and solve problems, use of illegal drugs, domestic violence, illegal activity, prejudices, ability to learn and multi-task, memory retention, communication skills, work ethic, risky behavior, temperament, interpersonal skills, teamwork, dependability, honesty, integrity, sexually harassing behavior, discipline, and ability to follow directions.

All RCS Investigation and Consulting partners are licensed private investigators through the State of California and are designated as 'Qualified Managers.'

RCS Investigations and Consulting will provide work in a satisfactory manner as outlined in the Orange County Fire Authority RFP. RCS Investigators will provide a final work product that includes a summary report; personal history statement; current driver license report; local agency check letters; high school/college diplomas and or transcripts; completed neighbor, employer and personal reference forms; photographs; public social media information [limited]; prior performance evaluations; and other relevant materials.

RCS Investigations and Consulting will provide an above average work product, which will be submitted in a timely manner. Additionally, all areas of the 'Scope of Work' as outlined in the Request for Proposal will be addressed during the background process. RCS Investigators will ensure the City of Costa Mesa is made aware of any issues concerning the applicant in a timely manner as the background process is being conducted.

CITY OF COSTA MESA

REQUEST FOR PROPOSAL - QUALIFICATIONS

Since 2006, RCS Investigations and Consulting has provided a variety of quality administrative and background investigative services to more than 60 different public agencies throughout California. RCS Investigations and Consulting is an insured company whose four partners are retired law enforcement professionals with over 125 years of combined experience working in the public sector. Their careers include over 50 years of supervisory and management experience, while working for law enforcement agencies in Orange County.

RCS Investigations and Consulting currently provides background and administrative investigative services to several police and fire departments in the Southern California area. The company has earned a strong reputation with police and fire managers, as well as with Human Resource representatives throughout the region. As former law enforcement managers and supervisors, RCS Investigations and Consulting partners understand the importance of the administrative and background processes and the responsibilities associated with submitting a thorough work product in a timely manner.

RCS Investigations and Consulting has conducted more than 3,000 background and administrative investigations for public agencies since 2006. Additionally, RCS Investigators have testified in hearings related to administrative matters and understand the processes involved. RCS Investigators are thoroughly versed in matters relating to the Peace Officer and Firefighter Bill of Rights as defined in the California Government Code. RCS Investigators have extensive experience interviewing witnesses within a range of employee related matters.

RCS Investigations and Consulting will provide a confidential and ethical work product, which will be completed within the scope of work as defined in the Costa Mesa Request for Proposal [RFP]. RCS Investigators will provide the client with impartial and comprehensive background reports, which meet the requirements established by the Commission for Police Officer Standards and Training [POST].

RCS Investigations and Consulting promise to provide all services in a professional manner and in compliance with applicable Federal, State and local laws, as well as in a workmanlike manner according to the standards and ethics of the industry as established by the California Secretary of State, Department of Consumer Affairs-Bureau of Investigative Services.

RCS Investigations and Consulting will complete background investigations within 45 days upon receipt of relevant documents and will provide a partner from the firm to serve as a point of contact.

Steve Rodig from RCS Investigations and Consulting will serve as the primary point of contact for the City of Costa Mesa and may be assisted by other associates related to the firm. Steve Rodig is a qualified manager at RCS Investigations and Consulting as designated by the California Bureau of Security and Investigative Services. Steve Rodig has a prior work experience as follows:

Private Investigator – RCS Investigations and Consulting.....2006 through the present

Anaheim Police Department:

Police Captain Operations Division 10//2003 through 1/2006

Police Lieutenant Crimes Persons Detective Commander 6/2003 through 10/2003

Police Lieutenant Operations District Commander 7/2000 through 6/2003

Police Lieutenant Training Division Commander 5/1999 through 7/2000

Police Lieutenant Operations Watch Commander 11/1997 through 5/1999

Police Sergeant Major Narcotics Investigations.....3/1997 through 11/1997

Police Sergeant Homicide Detective Bureau.12/1992 through 3/1997

Police Sergeant Operations Division8/1992 through 12/1992

Police Sergeant Major Narcotic Investigations.....11/1988 through 8/1992

Police Sergeant Vice Investigations.....11/1986 through 11/1988

Police Detective Robbery/Homicide Investigations.....7/1983 through 11/1986

Police Detective Crime Task Force Investigations.....10/1981 through 6/1983

Police Detective Narcotic Investigations.....11/1980 through 10/1981

Police Officer Patrol Division4/1977 through 11/1980

Police Cadet Administration/Detective Division4/1974 through 4/1977

RCS Investigations and Consulting currently serve as background investigators for several police and fire departments in the Southern California region. RCS Investigators are thoroughly versed with the needs of public agencies when conducting background investigations and are familiar with POST requirements.

- RCS Investigations and Consulting has continually performed investigative services for numerous public agencies since 2006, and continues to do so on a regular basis.
- RCS Investigations and Consulting partners and sub-contractors [associates] stay current on matters relating to background investigations by performing those tasks on a regular basis. Additionally, RCS Investigators periodically review materials made available through the California Background Investigators Association. RCS Investigation partners also receive feedback from public agency clients relating to work performed and disseminate the information to sub-contractors associated with the firm. RCS Investigation partners ensure compliance by reviewing all background reports that are prepared by subcontractors.
- RCS Investigations and Consulting currently provides background and administrative investigative services to numerous police and fire departments in the Southern California area. The company has earned a solid reputation with police and fire managers, as well as with Human Resource representatives throughout the region.
- Since 2006, RCS Investigations and Consulting has provided administrative and background services to a number of public agencies including [not limited to] the following:
 - City of Anaheim
 - City of Alhambra
 - City of Banning
 - City of Buena Park
 - City of Bell
 - City of Bell Gardens
 - City of Brea
 - City of Carmel by the Sea
 - City of Cathedral City
 - Chino Valley Independent Fire District
 - City of Culver City
 - City of Cypress
 - City of Desert Hot Springs
 - City of El Centro
 - City of Fountain Valley
 - City of Fullerton
 - City of Garden Grove
 - City of Gardena
 - California Association of Governments
 - City of Huntington Park
 - City of Huntington Beach
 - City of Irvine
 - City of Laguna Beach

- City of La Palma
 - City of Long Beach
 - City of Manhattan Beach
 - City of Montebello
 - City of Monterey Park
 - City of Montclair
 - City of Newport Beach
 - City of Orange
 - City of Perris
 - City of Pomona
 - City of Placentia
 - City of Riverside
 - City of Seal Beach
 - City of Signal Hill
 - City of El Monte
 - City of South Pasadena
 - City of South Gate
 - City of Tehachapi
 - City of Thousand Oaks
 - City of Walnut
 - City of West Covina
 - City of Westminster
 - City of West Hollywood
 - Costa Mesa Sanitation District
 - Glendale Community College District
 - Inglewood Unified School District
 - Mesa Consolidated Water District
 - Mount San Antonio College District
 - Orange County Fire Authority
 - Santa Ana Unified School District
 - San Bernardino Community College District
 - State Bar of California
 - Orange County Bar Association
 - University of California at Irvine
 - University of California Riverside
 - University of California San Bernardino
 - West Valley Vector Control District
- RCS Investigations and Consulting is a Limited Liability Corporation [LLC] whose four partners are Steve Rodig; Charles Chavez; John Haradon [retired from the Anaheim Police Department]; and Randy Sorley [retired in 2006 from the Orange County District Attorney's Office]. The company office address is 4725 E. Bryson, Anaheim, California 92807 and the mailing address is P.O. Box 29798, Anaheim, California 92809-9798.

- **RCS Investigations and Consulting utilizes more than 30 subcontractors on an as-needed basis, all of which retired from a California law enforcement agency or fire department. One of the firm's partners and a limited number of the subcontractors retired from the Orange County District Attorney's Office. All RCS Investigation and Consulting partners and most of the subcontractors retired as supervisors or managers from their respective law enforcement/fire agencies.**

CITY OF COSTA MESA
REQUEST FOR PROPOSAL – FINANCIAL CAPACITY

RCS Investigations is financially secure and has never experienced any bankruptcies, administrative proceedings, or lawsuit settlements. RCS Investigations has been banking with Wells Fargo since 2006.

CITY OF COSTA MESA

REQUEST FOR PROPOSAL – KEY PERSONNEL

RCS Investigations and Consulting is an insured company whose four partners are retired law enforcement professionals with over 125 years of combined experience working in the public sector. Their careers include over 50 years of supervisory and management experience, while working for law enforcement agencies in Orange County. As former law enforcement managers and supervisors, RCS Investigations and Consulting partners understand the importance of the administrative and background processes and the responsibilities associated with submitting a thorough work product in a timely manner.

Steve Rodig from RCS Investigations and Consulting will serve as the primary point of contact for the City of Costa Mesa and may be assisted by other associates related to the firm. Steve Rodig is a qualified manager at RCS Investigations and Consulting as designated by the California Bureau of Security and Investigative Services.

RCS Investigations and Consulting currently serve as background investigators for several police and fire departments in the Southern California region. RCS Investigators are thoroughly versed with the needs of public agencies when conducting background investigations and are familiar with POST requirements.

RCS Investigations and Consulting partners and sub-contractors [associates] stay current on matters relating to background investigations by performing those tasks on a regular basis. Additionally, RCS Investigators periodically review materials made available through the California Background Investigators Association. RCS Investigation partners also receive feedback from public agency clients relating to work performed and disseminate the information to sub-contractors associated with the firm. RCS Investigation partners ensure compliance by reviewing all background reports that are prepared by subcontractors.

RCS Investigations and Consulting is a Limited Liability Corporation [LLC] whose four partners are Steve Rodig; Charles Chavez; John Haradon [retired from the Anaheim Police Department]; and Randy Sorley [retired in 2006 from the Orange County District Attorney's Office]. The company office address is 4725 E. Bryson, Anaheim, California 92807 and the mailing address is P.O. Box 29798, Anaheim, California 92809-9798. All four RCS Investigation and Consulting partners are licensed private investigators and qualified managers through the State of California.

RCS Investigations and Consulting utilizes more than 30 subcontractors on an as-needed basis, all of which retired from a California law enforcement agency or fire department. One of the firm's partners and a limited number of the subcontractors retired from the Orange County District Attorney's Office. All RCS Investigation and Consulting partners and most of the subcontractors retired as supervisors or managers from their respective law enforcement/fire agencies.

Remove your new Pocket License from the receipt portion and carry it with you at all times.

(Please cut along the dotted lines)

Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

IMPORTANT

1. Please include your license number on any correspondence to this office.
2. Notify the Bureau of any name or address change in writing.
3. Report any loss immediately in writing to the Bureau.
4. Please sign and carry the pocket license with you.

License No.	Expiration Date	Receipt No.
PI24961	03/31/2020	9897

RCS INVESTIGATIONS AND CONSULTING

This is your RECEIPT. Please save for your records.
1260 CERT60P 12

Bureau of Security and Investigative Services
STATE OF CALIFORNIA
dca DEPARTMENT OF CONSUMER AFFAIRS
 P.O. Box 989002
 West Sacramento, CA 95798-9002
 (916) 322-4000

PRIVATE INVESTIGATOR

License No. PI24961 Expiration 03/31/2020

QM, OWN OF
 RCS INVESTIGATIONS AND CONSULTING
 STEVEN LAWRENCE RODIG
 PO BOX 29798
 ANAHEIM, CA 92809-9798

Signature _____ Receipt No. 9897



Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE INVESTIGATOR

License No. PI24961

Receipt No. 9897

RCS INVESTIGATIONS AND CONSULTING
PO BOX 29798
ANAHEIM, CA 92809-9798

Valid Until: 03/31/2020

In accordance with the provisions of Division 3, Chapter 11.3 of the Business and Professions Code, the company named hereon is issued a Private Investigator License Renewal.

----- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

WPIPI 10/

000005 ANAHEIM, CA 92809-9798
PO BOX 29798
STEVEN LAWRENCE RODIG



BUREAU OF SECURITY AND INVESTIGATIVE SERVICES
PO BOX 989002
WEST SACRAMENTO CA 95798-9002



EXHIBIT C
FEE SCHEDULE

CITY OF COSTA MESA
REQUEST FOR PROPOSAL – COST PROPOSAL

Police Officer Sworn - \$1,650
Police Department Civilian - \$1,500
Fire Department Sworn - \$1,550
None Safety Management - \$1,500

RCS Investigations & Consulting will not bill for any travel costs in the Southern California area unless pre-approved by the client. Costs associated to travel outside of the Southern California area must be pre-approved by the client in advance. RCS Investigations & Consulting will not charge the full rate for background investigations that are terminated by the client during the early or mid-stages of the process. The client will only be billed for time worked up to the point of termination of the background process.

EXHIBIT D

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.