

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
SUNSET DETECTIVES**

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 SUNSET DETECTIVES, a California corporation ("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:**

Sunset Detectives  
5267 Warner Ave. #241  
Huntington Beach, CA 92649  
Tel: (714) 254-7157  
Attn: Leo Arnold

**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

Leo Arnold  
Signature

Date: 05-21-2020

LEO ARNOLD OWNER/INVESTIGATOR  
[Name and Title]

[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: 6/3/2020

APPROVED AS TO CONTENT:

Kasama Lee  
Kasama Lee  
Project Manager

Date: 6/4/20

DEPARTMENTAL APPROVAL:

Kell  
Kasama Lee  
Acting Human Resources Manager

Date: 6/4/20

APPROVED AS TO PURCHASING:

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

Date: May 30, 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

Andrew E. Grzywa  
A.G. and Associates  
P.O. Box 635 • Running Springs, California 92382  
(562) 665-4742 E Mail: [gryz1@msn.com](mailto:gryz1@msn.com)

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## **Professional Experience**

### **Owner / Private Investigator**

2016 to Present

A.G. and Associates  
Brea, CA  
PI License 187846

- Conducts pre-employment background investigations per California POST standards for new hire and lateral peace officers, public safety dispatchers, firefighters, and associated public safety personnel.

### **Instructor**

2018 to Present

College of the Desert  
Palm Desert, CA

- Instructs various fire technology and criminal justice courses, including California State Fire Marshall courses in fire command, management, ICS and fire/arson investigation.

### **Fire Investigator**

2017 to Present

Rimkus Consulting Group  
Irvine, CA

- Conducted comprehensive fire cause and origin investigations for clients. Referred criminal fire and fraud events to law enforcement. Identified, preserved and collected evidence, photographed fire scenes. Interviewed public safety professionals, victims, witnesses, and prepared comprehensive fire investigation reports.

### **Battalion Chief/Investigator**

2005 to 2016

Los Angeles County Fire Department  
Los Angeles, CA

- Oversaw Field Battalion 21, in the East Region Operations Bureau Battalion 21. Regularly conducted cause and origin investigations of structural and other fire scenes.
- Previously oversaw the Special Units Section of the Fire Prevention Division. The Section is comprised of the Arson/Fire Investigation Unit (AFIU), serving all 21 contract cities and all State Responsibility Areas (SRA) for full fire investigation/criminal prosecution matters, as well as the Schools and Institutions Unit that provides technical inspection service for these occupancies. I served as the Chief Investigator for AFIU, performing the full range of criminal investigation duties, instructed and led subordinate investigation personnel, testified in court proceedings, prepared reports, policies and policy updates, search warrants and associated documents, prepared budgets, budget requests, monitored budgetary matters, evaluated subordinate personnel, participated in personnel investigations within the bounds of the Police and Firefighter Bill of Rights. I mentored and trained subordinate Investigators and Fire Prevention Inspectors.
- Served for 11 months as the Acting Fire Marshal (Assistant Fire Chief Rank) for the entire Fire Prevention Division. I also continued to serve as the Chief Arson Investigator for the Arson/Fire Investigation unit which serves 21 contract cities and all State Responsibility Areas (SRA) for full fire investigation/criminal prosecution matters.
- Previously oversaw the operations of the East Regional Fire Prevention Bureau.

- Developed, prepared, presented budget and related materials, prepared staff and other required and related reports and documents, and made presentations to city council members, employees, and staff as required.
- Responded to all-risk emergencies, performed as Incident Commander, Strike Team Leader, Division/Group Supervisor and in other ICS roles including numerous roles as IC on first and multiple alarm fire/emergency incidents including the "Sayer" Fire a greater alarm multi-agency/jurisdiction wildland-urban interface fire, served within the Planning Section of one of the Departments Incident Management Teams.
- Previously was assigned to oversee one of the Departments busiest battalions, Battalion 13 in the Central Region Operations Bureau, with a high fire volume.
- Instructed numerous courses including California State Fire Marshal Approved classes in Fire Investigation, Command, Management, Fire Prevention, ICS, co-developed Incident Command Support Team program for Department and presented training for all Batt. Chiefs.

Battalion Chief/Investigator

1985 to 2005

La Habra Fire Department  
La Habra, CA

- Oversaw a shift of 14 fire personnel, 3 Shift Arson Investigators and 4 Tactical (SWAT) Paramedics operating from 3 Fire Stations and as Regional and County wide resources in their daily emergency and non-emergency operations, additionally performed in roles of Arson Investigator and Lead Tactical Paramedic.
- Performed as Incident Commander, Division/Group Supervisor, Strike Team Leader as well as other ICS positions on all-risk emergencies.
- Prepared, developed and presented to City Manager, Council, and Staff Bureau Budgets for Fire Prevention/Investigation, Training and Operations. Researched, developed and presented to Department, City Manager, Council and Staff numerous Staff Reports on various Department operations and topics including Los Angeles County Fire Department Survey for service delivery.
- Developed and implemented successful In-House comprehensive Training, Arson/Fire Investigation, Tactical Paramedic, EMT Recertification, EMT/Paramedic Continuing Education, and Fire Chaplain Programs. The EMT Recertification program was utilized by not only LHFD Personnel for 10 years, but by Brea FD personnel for 6 years.
- Served in various roles including Firefighter, Firefighter/Paramedic, Investigator, Captain/Paramedic, Deputy Fire Marshal, Training Officer, EMS Director, and Acting Fire Chief.

Police Officer/Reserve Police Officer

1992 to 2015

La Habra Police Department

- Enforced, local and state laws, investigated, arrested suspects, interviewed witnesses, suspects, crime victims preserved, collected evidence, wrote citations/reports, testified in court and other legal proceedings, and maintained firearms qualification, continuing professional training.
- Served as a Full-Time Police Officer, transferred from LHFD from 1/96-6/97 and continued to serve as a Designated Level 1 Reserve Officer (Full-Time Peace Officer Status per statute) until retirement.
- Provided EMS, CPR, ICS instruction and other training to personnel.
- Assignments included Patrol, Special Investigations Unit (Detective assignment investigating Gangs, Narcotics, Arson, Vice), General Investigation (Detective assignment covering fraud, cold case homicides and other crimes) Traffic, Warrant Entry Team, and SWAT.



**Instructor**  
Rio Hondo College

1989 to Present

- Instruct community college students, in-service fire and police personnel, Academy Cadets in various topics including State Fire Marshal Accredited Fire Investigation, Command, Prevention, Management, ICS, EMT Courses and Basic Fire Academy.

**Fire Captain**  
La Habra Heights Fire Department

1983 to 1985 & 1992 to 2003

- Oversaw a shift of 3-10 Volunteer Fire Personnel in daily, emergency and non-emergency operations, maintained journals and reports, mentored, trained, counseled, evaluated subordinate employees, served as Incident Commander and in other ICS roles, served as on-call Duty Officer.
- Developed and instructed Departments initial EMT-Defib program.
- First employment with Department was as Volunteer Firefighter, Engineer and Lieutenant.

**Firefighter**  
California Department of Forestry  
San Bernardino, CA

Feb 1985 to Nov 1985

- Provided fire and BLS EMS response while assigned to the High Desert community of Phelan in the San Bernardino Ranger Unit, maintained fire station, apparatus/equipment and grounds, wrote and maintained EMS reports, equipment requisitions, performed fire prevention activities.
- Provided fire and EMS training for Paid-Call Firefighting personnel

## **Education**

Master of Arts (2018)  
Criminal Justice  
American Military University, Charles Town WV

Associate of Science Degree (2007)  
Fire Technology & Administration of Justice  
Rio Hondo College, Whittier, CA

Bachelor of Science Degree (2002)  
Business & Management  
University of Redlands, Redlands, CA

## **Professional Associations/Affiliations**

National Fire Protection Association, International Association of Firefighters, California Professional Firefighters, California Firefighters Association California Association of Arson Investigators, National Association of Fire Investigators, International Association of Arson Investigators, California Fire Chiefs Association, California Association of Licensed Investigators, California Gang Investigators Association, California Narcotic Officers Association, California Background Investigator Association

# Jeffrey J. Love

Jeffrey Love and Associates

PO Box 9724, Brea, CA 92822

Business: (714) 784-6472 E-Mail: [loveandassociates@twc.com](mailto:loveandassociates@twc.com)

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## Relevant Professional Experience

### Owner / Private Investigator

2013 to Present

Jeffrey Love and Associates

PO Box 9724

Brea, California 92822

*Conducts pre-employment background investigations for positions in law enforcement (sworn and non-sworn positions), fire service, communications and in city, county or state government service.*

### Reserve Police Officer

2014 to Present

La Habra Police Department

150 North Euclid Street

La Habra, California 90631

*I am an administrative reserve officer with the primary responsibility of preparing and managing the police department's \$18,000,000 budget.*

### Grand Juror

2012-2013 Term

Orange County Grand Jury

700 Civic Center Drive West

Santa Ana, California 92701

*I served as the Jury's Sergeant of Arms. We returned 27 criminal indictments and wrote reports about local government in Orange County.*

### Security Dispatcher

2013 Season

Los Angeles Angels of Anaheim

2000 East Gene Autry Way

Anaheim, California 92806

*I received telephone calls and text messages from fans reporting incidents at the stadium. The requests for service were logged and security officers dispatched to the scene.*

### Police Officer to Captain

1983-2011

La Habra Police Department

150 North Euclid Street

La Habra, CA 90631

*I worked as a patrol officer, narcotics and homicide detective, supervisor, manager, and commander. I was responsible for auxiliary duties such as jail management and preparation of the annual budget.*

# Jeffrey J. Love

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Business: (714) 784-6472 E-Mail: [loveandassociates@twc.com](mailto:loveandassociates@twc.com)

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## **Background Investigation Experience**

### 2013-Present Jeffrey Love and Associates

*Prepared 98 draft background investigation reports for local government clients. The background reports were on prospective public safety officers, professional staff, department heads, police chief and assistant city manager positions.*

2011 P.O.S.T. Background Investigator Course  
Ben Clark Training Facility, Riverside, California

### 2003-2011 La Habra Police Captain

*Reviewed all submitted background investigations and made hiring recommendations to the Chief of Police.*

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## **Education**

Bachelor of Science Degree (1999)  
Workforce Education and Development  
Southern Illinois University, College of Education, Carbondale, Illinois  
(San Bernardino, CA Campus)

Associate in Arts Degree (1993)  
Police Science  
Fullerton College, Fullerton, California

High School Diploma (1974)  
Western High School, Anaheim, California

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**BUREAU OF SECURITY AND  
INVESTIGATIVE SERVICES  
DETAILS FOR ARNOLD, LEO M**

**CURRENT DATE / TIME**

DECEMBER 6, 2019  
3:37:58 PM

**NAME:** ARNOLD, LEO M

**TYPE:** PRIVATE INVESTIGATOR QUALIFIED MANAGER

**ADDRESS OF RECORD**

HUNTINGTON BEACH CA 92649  
ORANGE COUNTY

**LICENSE RELATIONSHIPS**

**PI TO QUALIFIED MANAGER**

**LICENSE/REGISTRATION ROLE:** QUALIFIED  
MANAGER

**RELATED PARTY ROLE:** PRIVATE  
INVESTIGATOR

**NAME:** SUNSET DETECTIVES

**LICENSE/REGISTRATION TYPE:** PRIVATE  
INVESTIGATOR

**LICENSE NUMBER:** 23936 **PRIMARY**  
**STATUS:** CURRENT

**ADDRESS :**

5267 WARNER AVE. #241  
HUNTINGTON BEACH CA 92649  
ORANGE COUNTY  
MAP

**BUREAU OF SECURITY AND  
INVESTIGATIVE SERVICES  
DETAILS FOR BANCROFT, ALEXANDER G**

**CURRENT DATE / TIME**

DECEMBER 6, 2019  
3:40:07 PM

**NAME:** BANCROFT, ALEXANDER G  
**TYPE:** PRIVATE INVESTIGATOR QUALIFIED MANAGER  
**ADDRESS OF RECORD**  
CORONA CA 92882-4516  
RIVERSIDE COUNTY

**LICENSE RELATIONSHIPS**

**PI TO QUALIFIED MANAGER**

**LICENSE/REGISTRATION ROLE:** QUALIFIED  
MANAGER

**RELATED PARTY ROLE:** PRIVATE  
INVESTIGATOR

**NAME:** BANCROFT & ASSOCIATES

**LICENSE/REGISTRATION TYPE:** PRIVATE  
INVESTIGATOR

**LICENSE NUMBER:** 28215 **PRIMARY**  
**STATUS:** CURRENT

**ADDRESS :**  
387 MAGNOLIA AVE STE 103-313  
CORONA CA 92879-3307  
RIVERSIDE COUNTY  
MAP

**BUREAU OF SECURITY AND  
INVESTIGATIVE SERVICES  
DETAILS FOR GRZYWA, ANDREW  
EDWARD**

**CURRENT DATE / TIME**

DECEMBER 6, 2019  
3:41:05 PM

**NAME:** GRZYWA, ANDREW EDWARD  
**TYPE:** PRIVATE INVESTIGATOR QUALIFIED MANAGER  
**PREVIOUS NAMES:** GRZYWA, ANDREW E  
**ADDRESS OF RECORD**  
BREA CA 92821  
ORANGE COUNTY

**LICENSE RELATIONSHIPS**

**PI TO QUALIFIED MANAGER**

**LICENSE/REGISTRATION ROLE:** QUALIFIED  
MANAGER

**RELATED PARTY ROLE:** PRIVATE  
INVESTIGATOR

**NAME:** A.G. AND ASSOCIATES

**LICENSE/REGISTRATION TYPE:** PRIVATE  
INVESTIGATOR

**LICENSE NUMBER:** 187846 **PRIMARY**  
**STATUS:** CURRENT

**ADDRESS :**  
PO BOX 635  
RUNNING SPRINGS CA 92382-0635  
SAN BERNARDINO COUNTY  
MAP

**BUREAU OF SECURITY AND  
INVESTIGATIVE SERVICES  
DETAILS FOR LOVE, JEFFREY J**

**CURRENT DATE / TIME**

DECEMBER 6, 2019  
3:38:51 PM

**NAME:** LOVE, JEFFREY J

**TYPE:** PRIVATE INVESTIGATOR QUALIFIED MANAGER

**ADDRESS OF RECORD**

BREA CA 92821-4345  
ORANGE COUNTY

**LICENSE RELATIONSHIPS**

**PI TO QUALIFIED MANAGER**

**LICENSE/REGISTRATION ROLE:** QUALIFIED  
MANAGER

**RELATED PARTY ROLE:** PRIVATE  
INVESTIGATOR

**NAME:** JEFFREY LOVE AND ASSOCIATES

**LICENSE/REGISTRATION TYPE:** PRIVATE  
INVESTIGATOR

**LICENSE NUMBER:** 28352 **PRIMARY**  
**STATUS:** CURRENT

**ADDRESS :**  
PO BOX 9724  
BREA CA 92822  
ORANGE COUNTY  
MAP

**Riverside County Sheriff's Department**

Ben Clark Public Safety Training Center



**CERTIFICATE**  
*of*  
**COMPLETION**

*This is to certify that*

**LEO ARNOLD**

*Has Satisfactorily Completed 36 Hours of*

**Background Investigations**

POST# 2200-30340

December 3, 2007 - December 7, 2007

*Mark A. DiMaggio*  
COMMANDER

*[Signature]*  
SHERIFF



CALIFORNIA COMMISSION ON

# Peace Officer Standards and Training

*This is to certify that*

**ANDREW GRZYWA**

*Has satisfactorily completed the*

## BACKGROUND INVESTIGATION COURSE

POST #: 3550-30340-16-001

consisting of 32 hours of instruction and 1.5 Semester Units  
Issued 11/10/2016

Under the sponsorship of the

State Center Regional Training Facility at Fresno City College

  
Gary L. Ficht, Director

**Riverside County Sheriff's Department**  
Ben Clark Public Safety Training Center



**CERTIFICATE**  
*of*  
**COMPLETION**

*This is to certify that*

**JEFF LOVE**

*Has Satisfactorily Completed 36 Hours of*

**BACKGROUND INVESTIGATION**

POST # 22003034010003

06/13/2011 - 06/17/2011

*Richard Coz*  
COMMANDER

*[Signature]*  
SHERIFF

**APPENDIX B  
FORMS**

**Vendor Application Form  
Ex Parte Communications Certification  
Disclosure of Government Positions  
Disqualification Questionnaire  
Company Profile & References  
Bidder/Applicant/Contractor Campaign Contribution**



# SUNSET DETECTIVES

P.I. License #23936

*"Professional and Confidential"*

December 6, 2019

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

**RE: Cost Proposal - Background Investigation - Consulting Services, RFP No. 20-04**

Services rendered by Sunset Detectives for pre-employment background investigations are as follows:

- The cost per completed background investigation will be \$1200.00 per case for all sworn and non-sworn investigations.
- In the event that the investigation is suspended and was worked on less than 12 hours, the agency will be billed an hourly rate of \$40.00. Time beyond the 12 hours will be discussed with the appropriate personnel to determine a fair wage.
- Local travel mileage costs are included in this flat rate of \$1200.00. Jurisdictions for local travel include all of Los Angeles County, Orange County, San Diego County areas west of El Centro, Riverside County west of Palm Springs and San Bernardino County, south of Victorville. Mileage outside of the local jurisdictions will be billed at .57 per mile.
- The City of Costa Mesa will approve, prior to any scheduling commitments, any extended travel or overnight stays necessary. These items will be billed at only face value of the travel expense and submitted for reimbursement at the time of invoice.
- In the event that the investigation discovers information that might disqualify an applicant from your process, you will immediately be contacted and informed of those issues.
- Each background investigation will be completed within 30 to 45 days (with exception of any major issues or pre-approved travel). Our goal is to complete the investigations as close to 30 days as possible.

Thank you for your consideration.

Sincerely,

Leo Arnold  
Background Investigator / Owner  
PI License #23936  
Sunset Detectives  
5267 Warner Avenue #241  
Huntington Beach, CA 92649  
(562) 254-7157

5267 Warner Avenue, Suite 241 • Huntington Beach, CA 92649 • Phone: 562.254.7157 • Fax: 562.453.0061  
[www.sunsetdetectives.com](http://www.sunsetdetectives.com)

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**EXHIBIT D**

**CITY COUNCIL POLICY 100-5**

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
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.