

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
CITY FABRICK**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 17TH day of May, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and City Fabrick, a California non-profit corporation ("Consultant").

RECITALS

- A. City proposes to utilize the services of Consultant as an independent contractor to provide conceptual design services, as more fully described herein; and
- B. 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. 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. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, attached hereto as Exhibit "A" incorporated herein.

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. 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 "A." Consultant's total compensation shall not exceed Twenty Five Thousand Dollars (\$ 25,000.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on May 16th, 2024 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two additional one 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) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (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 limit per accident 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:

City Fabrick
1444 East 4th Street
Long Beach, CA 90802
Tel: (562) 901-2128
Attn: Brian Ulaszewski

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-4885
Attn: Alma Reyes

Courtesy copy to:

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

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein. 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 negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance 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 negligence, recklessness, or willful misconduct in 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. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

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

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

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

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

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any

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

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

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

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

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

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

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

[Signatures appear on following page.]

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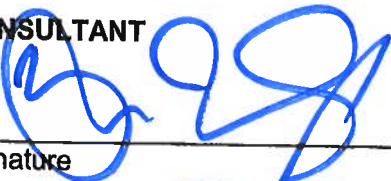
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT



Signature


City Fabrick
Brian Ulaszewski, President

Date: 05/16/23

CITY OF COSTA MESA



Carol Molina, Purchasing Officer]

Date: May 05, 2023

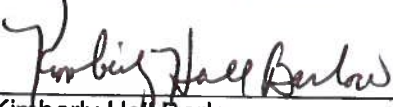
ATTEST:



Brenda Green
City Clerk




APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 5/31/23

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 5/30/23

APPROVED AS TO CONTENT:



Alma Reyes
Project Manager

Date: 5/3/23

DEPARTMENTAL APPROVAL:



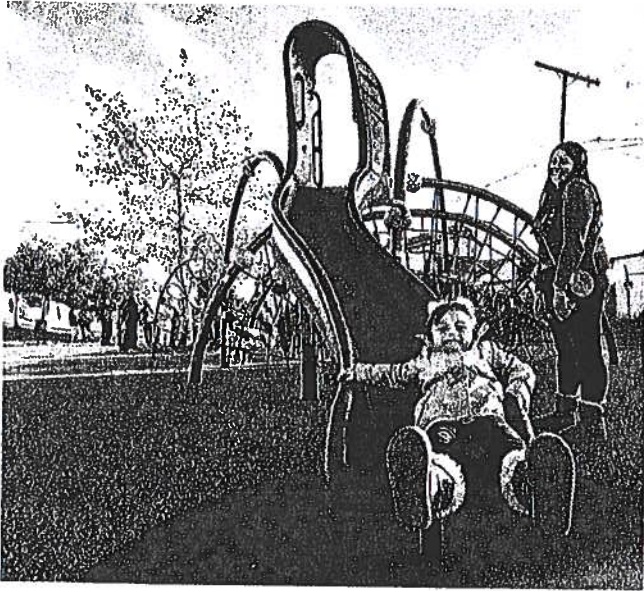
Lori Ann Farrell Harrison, City Manager

Date: 6/7/23

EXHIBIT A
CONSULTANT'S PROPOSAL

Experience and **Qualifications**





City Fabrck

City Fabrck is a nonprofit design studio reshaping, restoring, and empowering communities through collaborative public-interest design, planning, policy development, and advocacy.

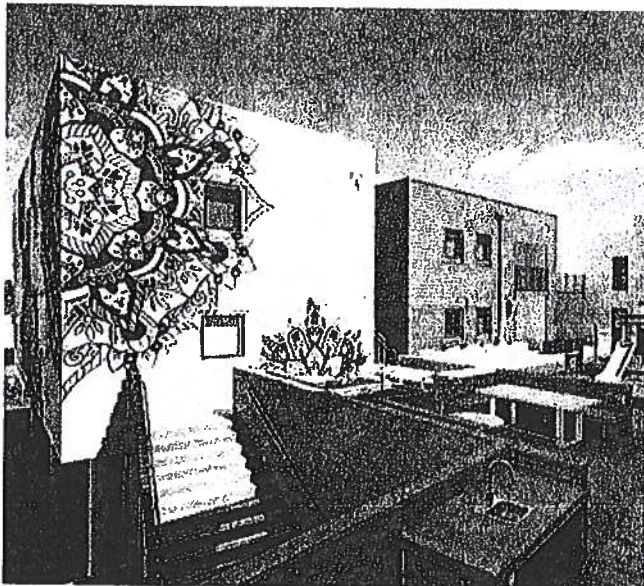


Based in Long Beach, City Fabrck engages communities in Orange and Los Angeles County across a range of matters related to improve residents' quality of life and outcomes. City Fabrck is an independent organization that works beyond the conventional client-consultant framework, having the capacity to collaborate with community partners on mission-related work as well as collaborate to initiate positive change communities. City Fabrck's involvement with this initiative provides the following community benefits that align with our mission:

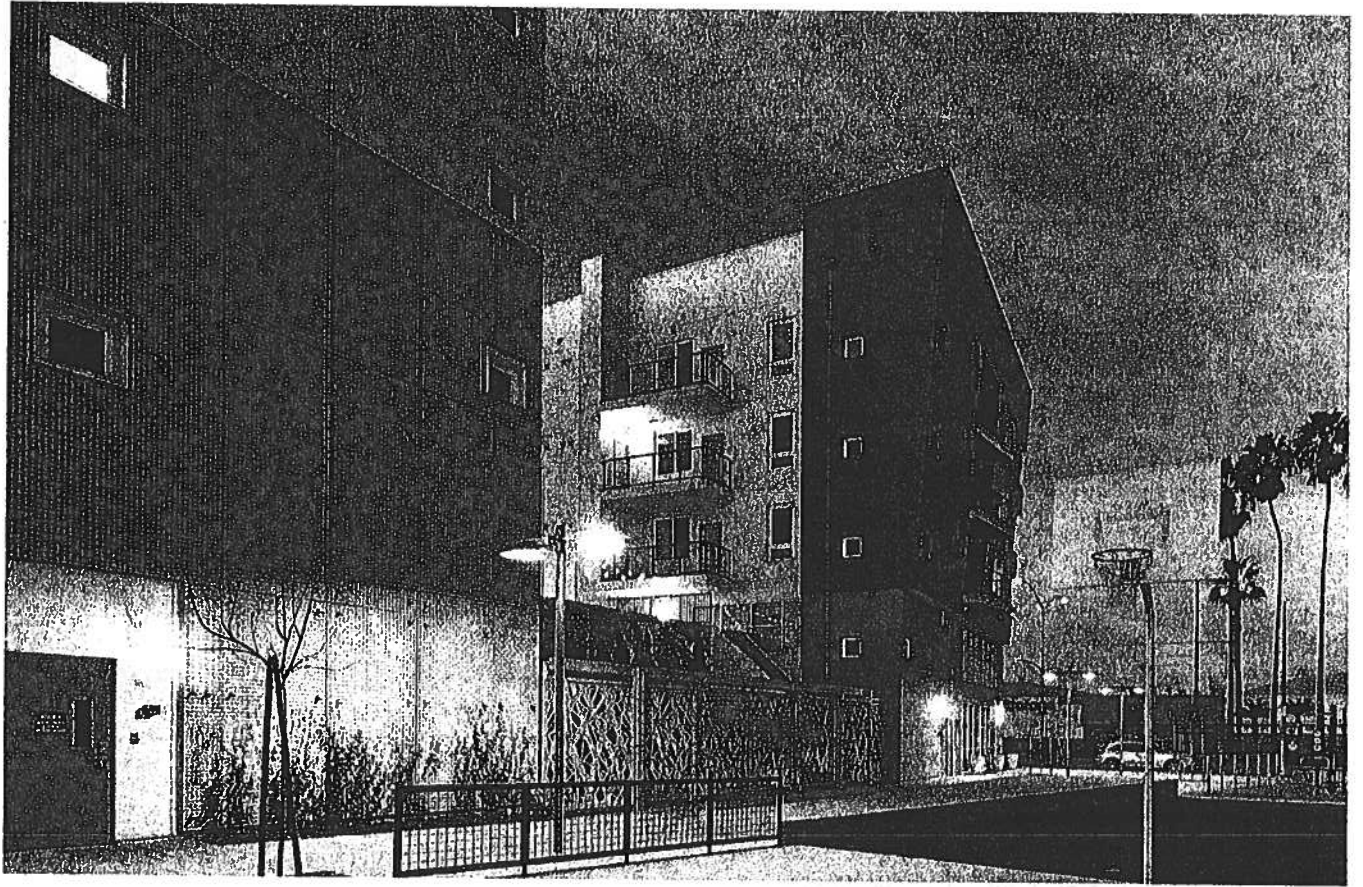
Great Parks and Places: by enhancing the park user experience for two park poor neighborhoods.

Thriving Neighborhoods: by providing more public recreational opportunities for residents to promote physical, mental, and emotional health

Resilient Communities: by potentially expanding urban forestry, habitat, and permeable areas to make the community more resilient to climate change while mitigating pollution impacts.

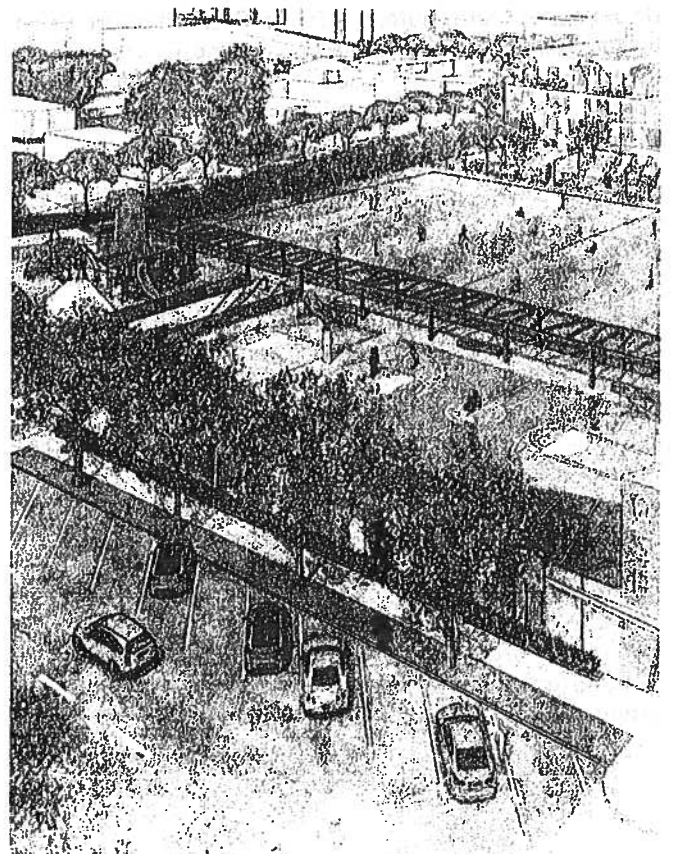


City Fabrck is a nonprofit multi-disciplinary design studio that collaborates with partners on community enhancing projects and initiatives taking a variety of roles that best ensure success for all those involved. Our unique structure provides the capacity to be a consultant, collaborator, grantee, or part of a coalition of partners.



City Fabrick's work includes but is not limited to housing, parks and open space, transportation, climate resiliency, cultural development and providing technical and creative capacity planning, communications, and engagement, graphic, building, landscape, interior, and urban design services.

City Fabrick has significant experience working in Orange County working with community partners and a multitude of local agencies and nonprofit partners on a range of planning, community visioning, and engagement processes including multiple park planning and design projects, affordable housing, streetscape, community development, neighborhood beautification, and public art. We are collaborating with partners on the development of affordable housing in Costa Mesa and look forward to supporting other community-enhancing projects.





Brian Ulaszewski

EXECUTIVE DIRECTOR, LEED AP

Brian Ulaszewski has over two decades of experience working in the design and planning field on work spanning tactical interventions like pop-up plazas and parklets to building and landscape projects to regional-scale planning and state policy. Brian has extensive experience working with local governments, developers, affordable housing providers, and nonprofit organizations on a wide variety of projects ranging graphic, environmental, building, landscape and urban design. He has also returned to teach within the Landscape Architecture and Urbanism Department at the University of South California, School of Architecture. Brian is a recognized leader in city building, having been recognized by the American Planning Association – Los Angeles with the John Chase Visionary Award and invited to speak at several academic and industry publications.

Project Role

Principal/Project Manager

Education

Bachelor of Architecture
University of Southern California, 2000

Credentials

LEED AP, US Green Building Council
John Chase Visionary Award, APA Los Angeles Section

Affiliations

Vice President, Board of Directors
Gateway Affordable Housing Coalition
Advisor, Downtown Long Beach Associates
Studio Instructor, University of Southern California

RELEVANT PROJECT EXPERIENCE

Senior Arts Colony | Long Beach

200 Affordable Senior Units

Lake House | Los Angeles

62 Permanent Supportive Housing Units

14+LBB | Long Beach

160 Mixed-income Units

West Los Angeles Veterans Community | Los Angeles

US Department of Veteran Affairs

One San Pedro Community | San Pedro

Los Angeles Housing Authority, National CORE

CVC Community Master Plan | Long Beach

Century Villages at Cabrillo

Westview House | Santa Ana

Community Development Partners

La Placita Cinco | Santa Ana

Magis Realty + Community Development Partners

Casa Quercia | Santa Ana

Magis Realty + Community Development Partners

CX3 Pedestrian Plan | Long Beach

City of Long Beach Department of Health and Human Services

Uptown Open Space Plan | Long Beach

City of Long Beach Department of Parks, Recreation and Marine

909 Pine Micro Units | Long Beach

Burnham Development



Mina Emamifar Roades

DIRECTOR OF LANDSCAPE DESIGN

Mina Emamifar Roades brings her passion and creativity in landscape architecture to her work creating spaces that enrich the lives of people. Mina brings over fourteen years of experience as a Landscape Architect to City Fabrick, as well as her knowledge as a Long Beach resident. She obtained her Bachelor's degree in Architecture from USC where she took courses in Landscape Architecture and found interest in receiving a Master's degree in Landscape Architecture at North Carolina State University College of Design. Her experience living and working on the east coast has given her expertise in the diverse plant material and different ecosystems of the area. Moving back to Southern California, Mina grew an appreciation for the unique opportunity to design with drought tolerant planting and natives, believing that our native species and adapted natives can create rich and lush environments that embrace our culture.

Project Role

Landscape Architect

Education

Master of Landscape Architecture
North Carolina University, 2004
Bachelor of Architecture
University of Southern California, Los Angeles and Como, Italy

Credentials

Registered Landscape Architect #5456
LEED AP, US Green Building Council

Affiliations

Member ASLA Southern California Chapter
Member USC Architectural Guild
Committee Coordinator LABash

RELEVANT PROJECT EXPERIENCE

Harding Plaza | Long Beach

City of Long Beach Department of Parks, Recreation and Marine

SteelCraft | Long Beach

SteelCraft Containers LLC., Long Beach

Avalon Canyon Road Fitness Trail | Avalon

Los Angeles Metropolitan Transit Authority

Quonset Hut | Santa Ana

Core Holdings, Santa Ana

Brea Sports Complex | Brea

City of Brea

Park Place | Irvine

City of Irvine

John Ham Park | Lynwood

City of Lynwood

51st Street Park | Long Beach

City of Long Beach

La Placita Cinco

Spark at Midtown

Westview House



Christopher Lacsina

DESIGNER

Christopher Lacsina (he/him) is a landscape designer and public health researcher from Hawai'i with an interest in building health equity through design. He received his Master of Public Health at the University of Hawai'i and worked as a research assistant for the Hawai'i Public Health Institute (HIPHI). As a researcher he has experience in community engagement, capacity building, and evaluation in the areas of active transportation, food insecurity, and access to healthy foods. He received his Master of Landscape Architecture from the University of British Columbia. The range of projects that Christopher has worked on include open space design, community outreach and advocacy, community engagement, and park vision planning.

Project Role
Designer / Engagement

Education
Master of Landscape Architecture
University of British Columbia, 2020
Master of Public Health, Social & Behavioral Health
University of Hawai'i at Manoa, 2016
Bachelor of Psychology
University of Hawai'i at Manoa, 2014

RELEVANT PROJECT EXPERIENCE

Marthin Luther King Jr. Master Plan | Long Beach
City of Long Beach Parks, Recreation and Marine

Drake Chavez Park Master Plan | Long Beach
City of Long Beach Parks, Recreation and Marine

West Long Beach Open Space Project | Long Beach
City Fabrick

Safe Streets | Los Angeles
LADOT

Go Human Safety Strategies | Los Angeles
Southern California Association of Governments

West LA Veteran Affairs Campus Plan | Los Angeles
Southern California Association of Governments

One San Pedro | San Pedro
Los Angeles Housing Authority

Cudahy Affordable Housing | Cudahy
Prima Development

Thrive Santa Ana Micro Farm | Santa Ana
The California Endowment



Wanxing Lin

DESIGNER, SITES AP

Wanxing Lin (she/her) is a creative individual who specializes in landscape and urban design. She recently completed her Master of Landscape Architecture + Urbanism at the University of Southern California, along with her year long professional practice at eLandscape Studio and RELM Studio. Before joining City Fabrick, she worked as a program associate with the Sustainable SITES Initiative at U.S. Green Building Council, which equipped her with a multidisciplinary background in planning, policy, and advocacy. As a SITES AP, her experience also includes urban Low Impact Development System Research and Storm Water Best Management Practices design development. She looks forward to continuing to support a diverse array of project types and scales in design and planning practice, prioritizing community-led design, meaningful, high-performance outdoor spaces.

Project Role
Designer

Education

Master of Landscape Architecture + Urbanism
University of Southern California, 2020
Bachelor of Landscape Architecture
Southwest University, China, 2017

Credentials

SITES AP, US Green Building Council

RELEVANT PROJECT EXPERIENCE

West Long Beach Open Space Project | Long Beach
City Fabrick

Safe Streets | Los Angeles
LADOT

Zone In: City Core (ACZIP) | Long Beach
City of Long Beach Development Services

West LA Veteran Affairs Campus Plan | Los Angeles
Southern California Association of Governments

One San Pedro | San Pedro
Los Angeles Housing Authority

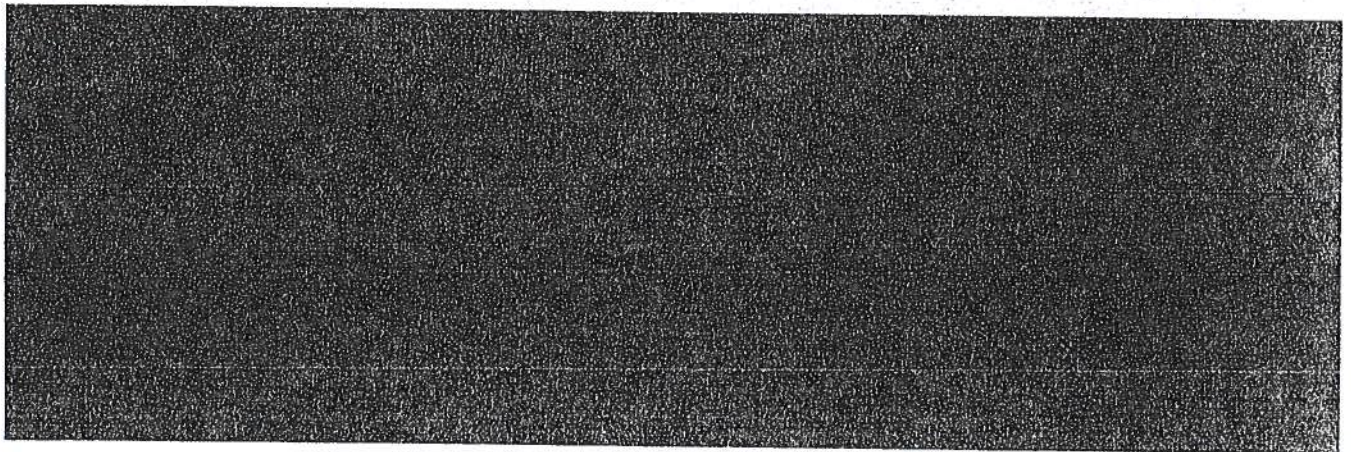
Cudahy Affordable Housing | Cudahy
Prima Development

51st Street Greenbelt | Long Beach
City of Long Beach Department of Parks, Recreation and Marine

WLAVA 156-157 AHSC | Los Angeles
Century Housing

Scherer Park VP | Long Beach
City of Long Beach Department of Parks, Recreation and Marine

Similar Projects and References

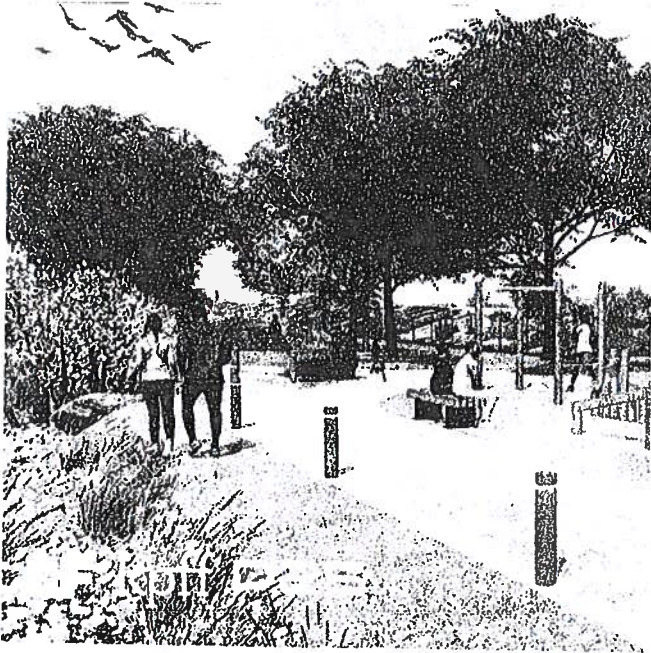


SIMILAR PROJECTS AND REFERENCES

Relevant Projects Matrix

PROJECT	TYPOLGY	LOCATION	SCOPE	CF
Drake/Chavez Park Connector	Park Expansion	Long Beach, CA	Landscape Design +	X
51st Street Greenbelt	New Park	Long Beach, CA	Landscape Design +	X
West LA Veteran Community	New Parks and Transportation	Los Angeles, CA	Planning + Design +	X
One San Pedro	New Parks and Transportation	San Pedro, CA	Planning +	X
On-Call Services	Parks and Transportation	Pasadena, CA	Landscape Design +	X
Villages at Cabrillo	New Parks and Transportation	Long Beach, CA	Planning + Design +	X
14th Street Park	Park Expansion	Long Beach, CA	Planning + Design +	X
Hamilton Greenbelt	New Park and Transportation	Long Beach, CA	Park Planning	X
De Forest Park Vision Plan	Existing Park and Transportation	Long Beach, CA	Park Planning	X
Long Beach Boulevard Bus Island	Transportation	Long Beach, CA	Landscape Design	X
Cudahy Senior Housing	Housing and Community Center	Cudahy, CA	Landscape Design	X
Villa Vanowen	Supportive Housing	Los Angeles, CA	Landscape Design	X
Parks, Recreation, and Marine Plan	Department Strategic Plan	Long Beach, CA	Planning	X
Uptown Open Space Plan	Park Network	Long Beach, CA	Planning	X
Avalon Park Master Plan	Park Network	Avalon, CA	Planning	X
San Pedro Parklets	Transportation and Placemaking	San Pedro, CA	Landscape Design	X
Sound Garden	Park Improvement	Long Beach, CA	Landscape Design	X
Veteran Valor Plaza	Park Improvement	Long Beach, CA	Landscape Design	X
Jenni Rivera Playground	Park Improvement	Long Beach, CA	Landscape Design	X
Los Angeles County Parks On-call Service	Park Development	Los Angeles, CA	Park Planning + Engagement	X

51st Street Park



This new park repurposes unclaimed right-of-way to create much needed active open space for this park poor community while establishing formal access to wetlands developed Los Angeles River.

Client

City of Long Beach, Port of Long Beach

Duties Performed

Landscape Architecture and Community Engagement

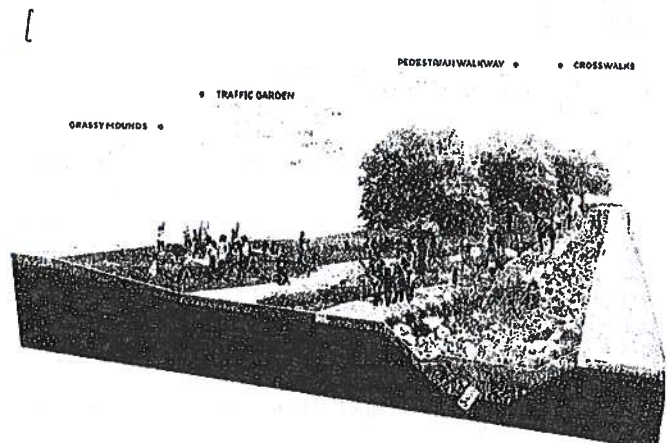
Project Timeline

2022 - 2023

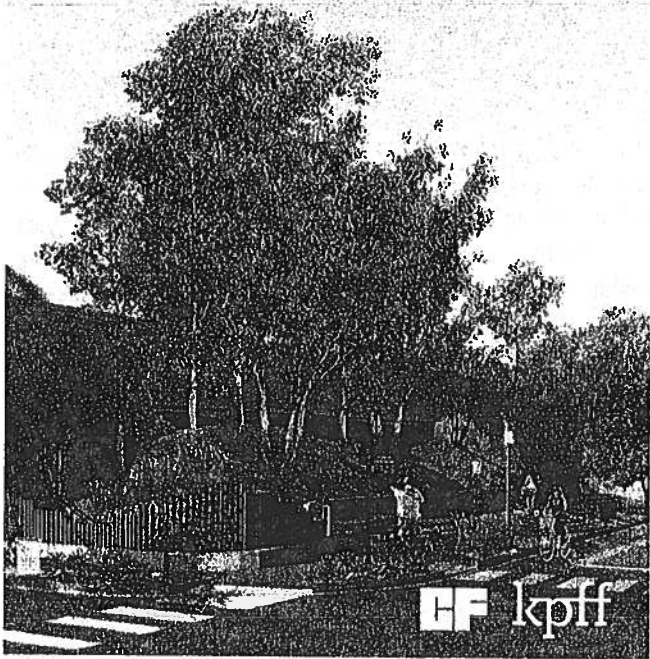
Unused surplus right-of-way sandwiched between Deforest Avenue and the recently completed Deforest Wetlands provides an ideal canvas to create a scale park that enhances connectivity through the neighborhood, and adjacent elementary school, artificial wetlands, and Los Angeles River regional bike path. The two-block long, one-acre park leverages two dozen mature oak and sycamore trees to provide the sense of a long-established park for this neighborhood.

The existing trees also provide a unique context for designing a youth-oriented, bicycle training course, complete with nearly twenty different street conditions for learning to bike safely. The two ends of the park are anchored by pedestrian plazas, with play spaces and fitness installations in between. 51st Street Park is also designed with new green infrastructure including a bioswale running the length of the greenbelt, providing sustainable stormwater management while separating the roadway from the park's walking and bike paths.

Project coordination with the Water Replenishment District provides access to multiple testing wells located within the new park. Additional project coordination with the Water Department accommodates to existing water mains and with the County Flood Control Authority to maintain access to their facilities along the Los Angeles River. The team also collaborated with the Public Works Department to incorporate street improvements and ADA access upgrades between the neighborhood and new park.



Hamilton Loop



The Hamilton Greenbelt is a mile-long walking and bike trail that will eventually wrap around the north and south embankments of the SR-91 Freeway.

Identified by the community as a priority project in the Uptown Open Space Vision Plan, the Hamilton Greenbelt is a mile-long walking and bike trail that will eventually wrap around the north and south embankments of the SR-91 Freeway. City Fabrick and KPFF collaborated with the Long Beach Parks, Recreation and Marine Department, and Long Beach Health and Human Services, with support from Kaiser Permanente through their HEAL Zone (Healthy Eating, Active Living) initiative in North Long Beach, to develop a phased conceptual design for the project.

The team worked together with local residents who have since installed gardens and other improvements to the fallow Caltrans embankment to analyze the existing conditions within the fenced embankment area, the adjacent roadways, and the neighborhood to identify opportunities and challenges for activation, connection, and beautification. The plan and associated conceptual design also identify changes to the adjacent streets to improve accessibility, calm traffic speeds, and develop dedicated bicycle facilities that will form the backbone of an east-west Safe Route to four school campuses.

Client

City of Long Beach, Port of Long Beach

Duties Performed

Landscape Design, Planning, and Community Engagement

Project Timeline

2018 - 2019



West LA Veterans Affairs Campus Community Plan



The North Campus of the West Los Angeles Veterans Affairs campus will become a vibrant, cohesive, and supportive residential neighborhood for homeless and at-risk Veterans and their families.

Partners

West Los Angeles Veterans Collective [Century Housing] and the United States Dept. of Veterans Affairs

Duties Performed

Land Use Planning, Urban Design, Community Engagement, Transportation Planning

Project Timeline

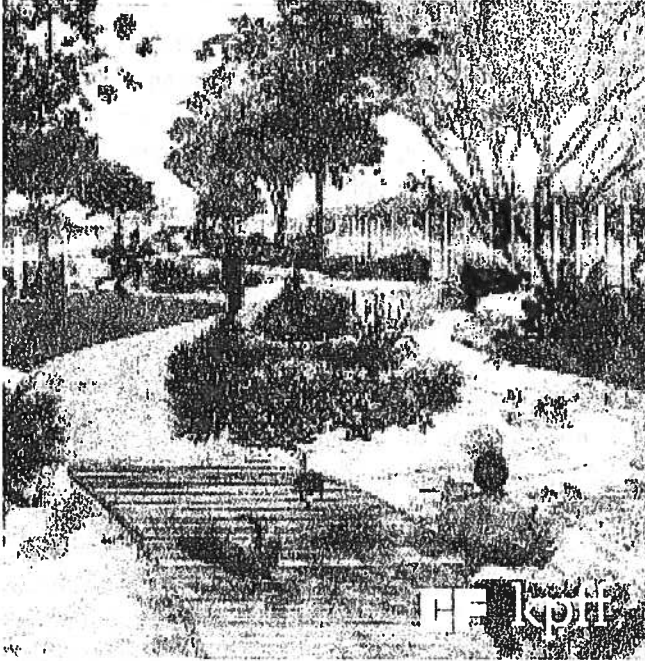
2018 - Ongoing

The Department of Veterans Affairs Greater Los Angeles Healthcare System, West Los Angeles Medical Campus houses both administrative and medical facilities, and is one of the largest healthcare facilities within the Department of Veterans Affairs. The approximately 388-acre campus is located within an unincorporated island of the County of Los Angeles, while surrounded entirely by the City of Los Angeles. City Fabrick is leading the comprehensive design and planning for the redevelopment, as well as the extensive community engagement and communication associated with the overall process. Existing vacant buildings are being renovated and new buildings are being constructed on underutilized land parcels to create the Veteran-serving permanent supportive housing, services, and amenities.

The West Los Angeles North Campus Community Plan envisions a Veteran-serving neighborhood that will provide a space for collective impact and collaboration between the West LA Veterans Collective, Veterans Affairs staff, local stakeholders, and Veteran community partners in order to aggressively combat the homelessness crisis facing Veterans in Los Angeles County. The West Los Angeles Veterans Collaborative is tasked with developing permanent supportive homes for up to 1,691 Veterans, but the plan incorporates previously approved Veteran-serving housing to be developed by partners, for a total of 2,000 residents.

The Plan also involves extensive engagement with Veterans, on-campus stakeholders, Veteran-serving groups, and local community groups to understand the unique needs that are essential to best serve our Veterans. Through efforts to respond to COVID-19 conditions and continue engagement efforts, creative online and in-person engagement strategies include the use of online surveys and Zoom meetings, updated website engagement and development information, and postcard surveys sent via mail and left as a stand-alone option to ensure social distancing measures.

DeForest Park Vision Plan



With the high park demand, the park serves the needs of both local residents and regional visitors by offering sports courts, sports fields, playground, community center, equestrian trail, and organized sports and youth programs.

Client

Long Beach Parks, Recreation & Marine, Conservation Corps of Long Beach, Camp Fire Angeles Council

Duties Performed

Community Engagement, Urban Planning, Landscape Design, Grant Writing

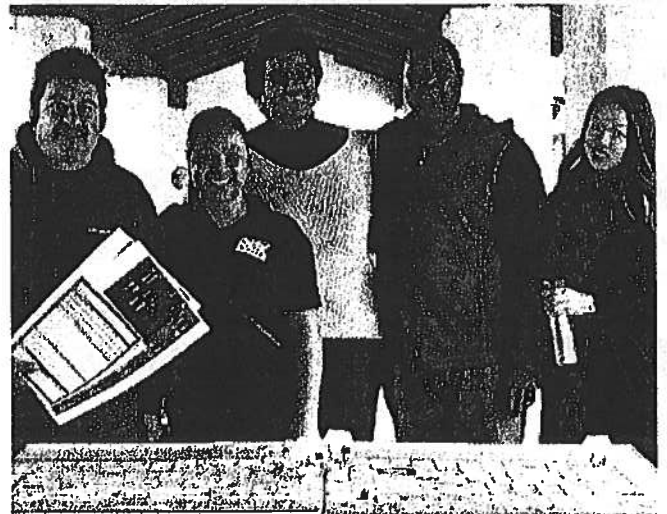
Project Timeline

Completed in 2020

Tucked between the Los Angeles River and a largely residential neighborhood, DeForest Park is truly a hidden gem for the North Long Beach community, which has nearly six times less park space than the rest of the city. With the high park demand, the park serves the needs of both local residents and regional visitors by offering sports courts, sports fields, playground, community center, equestrian trail, and organized sports and youth programs. Just south of 15-acre DeForest Park, the 34 acres of the DeForest Park Wetlands was restored and opened in 2018 for public use while retaining flood management control properties.

With Proposition 1 funding from the State, City Fabrick is partnering with Long Beach Parks, Recreation & Marine, Conservation Corps of Long Beach, and Camp Fire Angeles Council to develop the DeForest Park Vision Plan, which will guide future investment in the park and wetlands area. The Plan involves a robust public outreach strategy that involves engaging community members throughout the decision-making process. Based on the community feedback, City Fabrick developed a conceptual design for the future park and policies to support its development, which was included into the Plan for the Parks and Recreation Commission and City Council adoption in 2020.

City Fabrick's services included community engagement, GIS mapping, environmental, land use, open space, parks, and trail planning, product outreach, graphic design, and many more.



One San Pedro



The revitalized Rancho San Pedro will be a mixed-use, mixed-income, multigenerational village bridging Downtown, Barton Hill, and the waterfront.

Partners

Housing Authority City of Los Angeles, The Richman Group, Century Housing, National CORE, EJP, LANI, Here LA, KPFF, TCA and SVA

Duties Performed

Master Planning, Urban Design Community Engagement, Architecture, Transportation Planning

Project Timeline

Ongoing

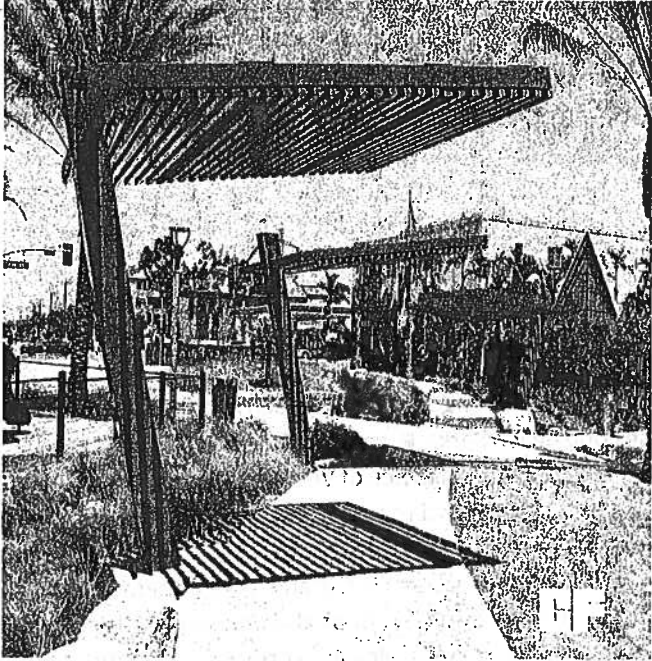
The Housing Authority of the City of Los Angeles has engaged the development collective of The Richman Group, Century Housing, and National CORE to plan and redevelop the Rancho San Pedro affordable housing community. City Fabrick is leading the comprehensive design and planning for the redevelopment, as well as the extensive community engagement and communication associated with the overall process. This effort is being coordinated with the community development plan being created for the larger area surrounding the Rancho San Pedro property.

Situated between Downtown San Pedro, Barton Hill neighborhood, and the active waterfront, the Rancho San Pedro community redevelopment plan is being conceptualized as an opportunity to build physical, economic, emotional, and cultural connections to create One San Pedro. The plan is being developed through extensive engagement with Rancho San Pedro residents and stakeholders from the larger community, through resident involvement in the People's Planning School, interactive workshops and walking tours, and establishment of a local OSP office, designed by City Fabrick. The community planning effort is to be completed towards the beginning of 2020, and the associated Specific Plan to be drafted during the summer, with environmental review taking place throughout 2020.

City Fabrick's services included community engagement, GIS mapping, environmental, land use, open space, and parks planning, product outreach, graphic design, and many more.



Gumbiner Park



This new park will bring people out of their homes to experience new activities such as yoga, the arts, and skateboarding.

Partners

City of Long Beach, AECOM, and The California Endowment

Duties Performed

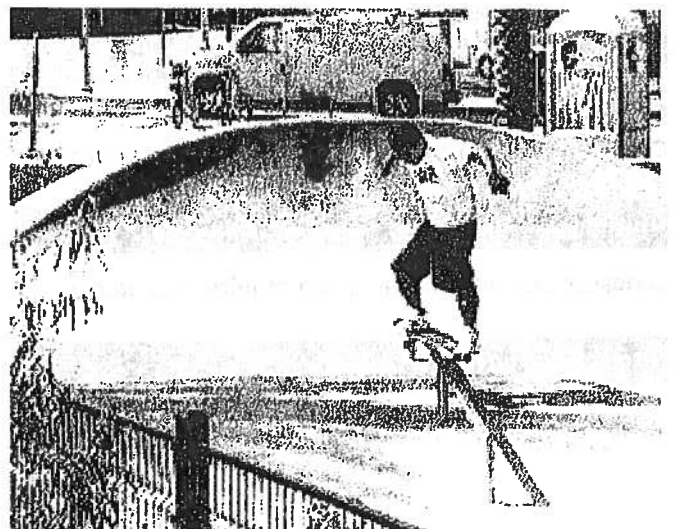
Community Engagement, Conceptual Design

Project Timeline

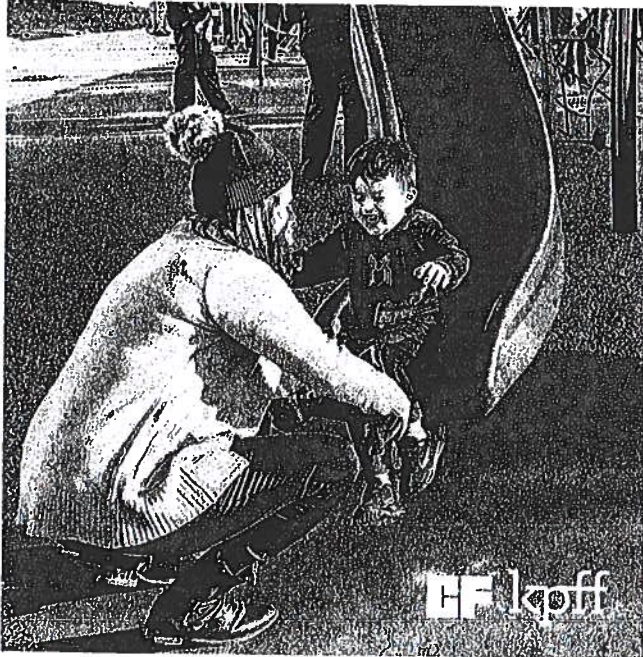
2015

This open space project realigns a complicated series of intersections to improve safety and pedestrian circulation while creating about an acre of public open space for a park-poor community in Central Long Beach. This involved consolidating the five intersections into three intersections while closing one block of roadway, which ultimately removed the most dangerous intersection in the city while creating an urban park that has quickly become the hub of a half dozen surrounding cultural, religious and learning institutions.

City Fabrick developed the original concept for the street realignment and park, worked with city officials and community stakeholder to develop the schematic park design and program and worked with city officials to pursue funding. Additionally, City Fabrick led the photography of the newly built landscape of the park and its features, including amenities and surrounding buildings. Additionally, photos of buildings and landscape were captured of the surrounding neighborhood to highlight important features in the surrounding community. This involved our team of designers and photographers with DSLR cameras and lenses to enter into the site and capture the landscape. These high quality photos were then sorted and adjusted using photo editing software to enhance their visual output. These photos were used by several media outlets and the City of Long Beach to showcase the newly formed park.



City of Long Beach Parks On-call Service



City Fabrick provides on-call landscape architecture, park planning, and community engagement services to the Long Beach Parks, Recreation, and Marine Department. Included are a few park improvement projects.

Partners

City of Long Beach, Long Beach Community Foundation, Conservation Corp of Long Beach, Jenni Rivera Foundatio

Duties Performed

Landscape Architecture and Community Engagement

Project Timeline

2018 - 2022

Veteran Valor Plaza is an extensive renovation, expansion, and enhancement of an existing monument in North Long Beach's Houghton Park dedicated to Veterans. Building upon the original memorial and elevated Huey Helicopter a larger memorial walk and garden were constructed to tie the memorial to the street corner. An additional programming space and transit plaza were constructed at the corner with furniture, gateway signage, and electronic reader board creating a welcome entry into the regional park.

The Veteran Valor Plaza was developed in collaboration with the Long Beach Parks, Recreation and Marine Department, and the Long Beach office of Veteran Affairs. City Fabrick extensively engaged residents, local stakeholders, and the Veteran community as part of a complex discussion related to honoring local veterans. This included events, programming, and design of the Veterans Valor Plaza project, which City Fabrick also provided full landscape design services.

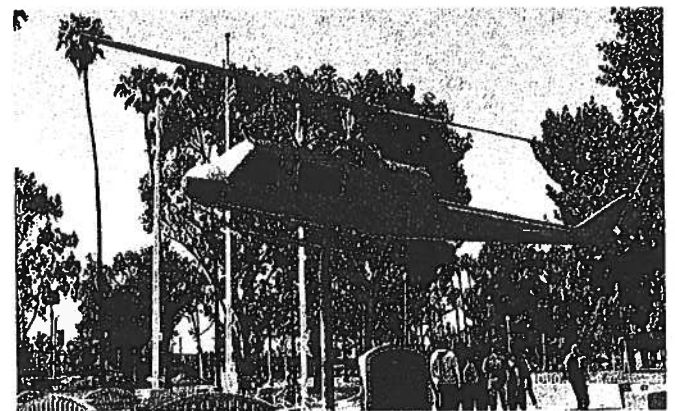
Jenni Rivera Park improvements include active programming, seating, and playground that activates the previously passive greenbelt that straddles Midtown Long Beach and the City of Signal Hill. The public greenbelt created from former Pacific Electric Streetcar right-of-way is an important community asset connecting a dozen local schools and parks. While an essential public open space, the park lacked active programming and amenities, primarily used for its walking trails, biking, and connection to other neighborhoods.

The addition of the playground provided a much need active space for children to play and families to gather. City Fabrick worked with multiple City departments and agencies to navigate a complex array of subsurface utilities and easements to locate and design the playground and surrounding amenities to best serve the community. The team worked with the Jenni Rivera Foundation to incorporate art installations along the greenbelt including a mural of the iconic musician.



Sound Garden is an interactive sonic-art play installation developed in North Log Beach's Houghton Park, adjacent to the newly renovated community center. The playful art space includes a symphony of outdoor instruments and sound-making equipment oriented around a conductor's platform. It's location ties together two existing age-oriented playgrounds and the community center to create a central node of activity for the regional park.

City Fabrick worked with the Long Beach Community Foundation to engage North Long Beach stakeholders to determine the landscape for art development and programming in the Uptown Business District. The Sound Garden is intended to augment other improvements in Houghton Park as designed in the Master Plan to create a northern civic anchor to the business district, a counterweight to the Michelle Obama Library and Plaza. Funded through the Knight Foundation donor advised fund, City Fabrick provided community engagement and full landscape design services for the Sound Garden.



Client References

CITY OF LONG BEACH – PARKS, RECREATION, AND MARINE DEPARTMENT

NAME + TITLE

CONTACT INFO

PROJECT

Nancy Villaseñor
Parks Planning and
Partnership Manager

562.570.3165
nancy.villasenor@longbeach.gov

51st Street Park

CENTURY HOUSING

NAME + TITLE

CONTACT INFO

PROJECT

Brian D' Andrea
Senior Vice President

310.663.9802
bdandrea@century.org

**West Los Angeles
Veteran Community**

Brian D' Andrea
Senior Vice President

310.663.9802
bdandrea@century.org

One San Pedro

LADOT

NAME + TITLE

CONTACT INFO

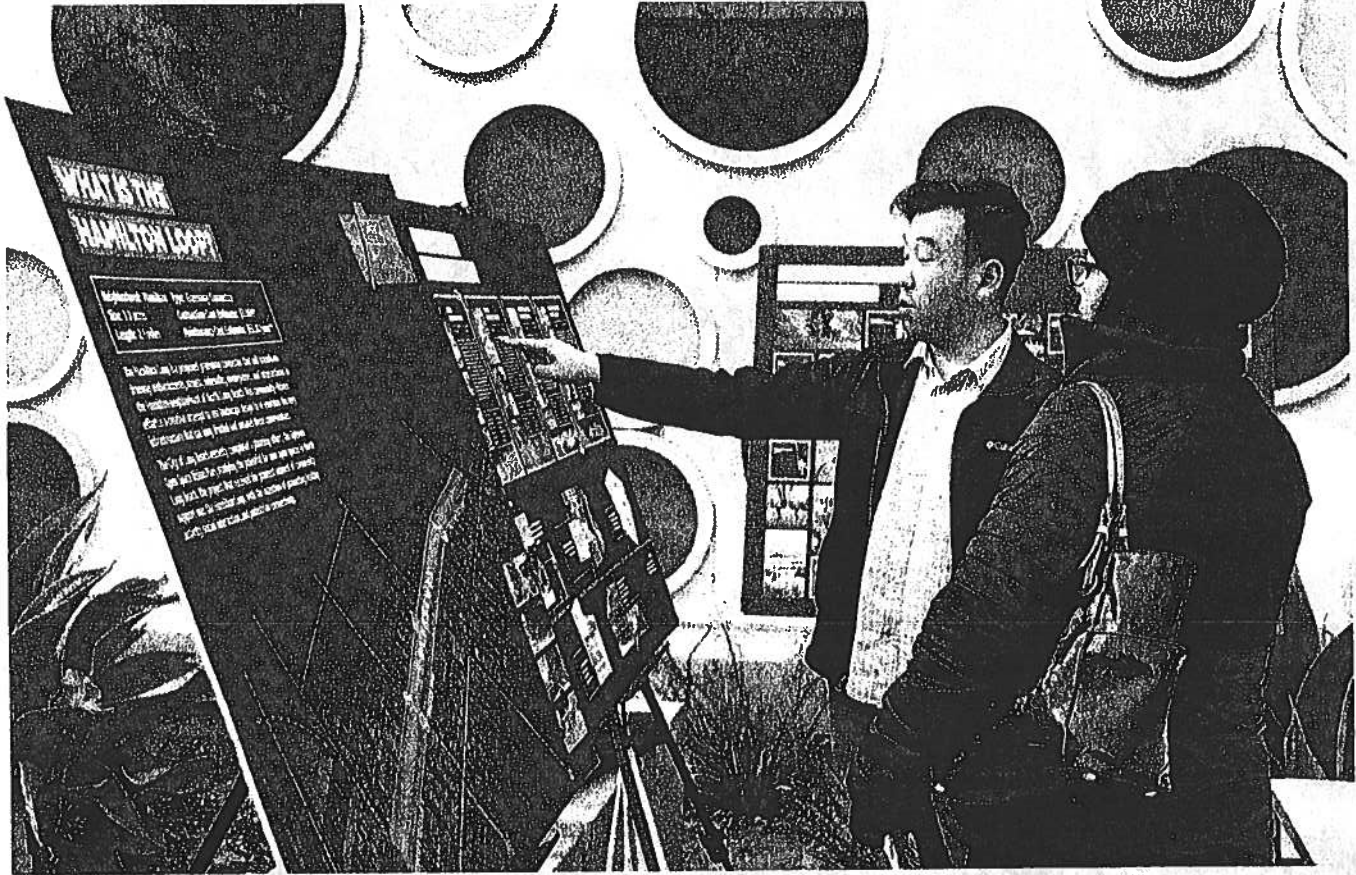
PROJECT

Pamela Lee, AICP
Supervising
Transportation Planner II

213.972.8478
pamela.lee@lacity.org

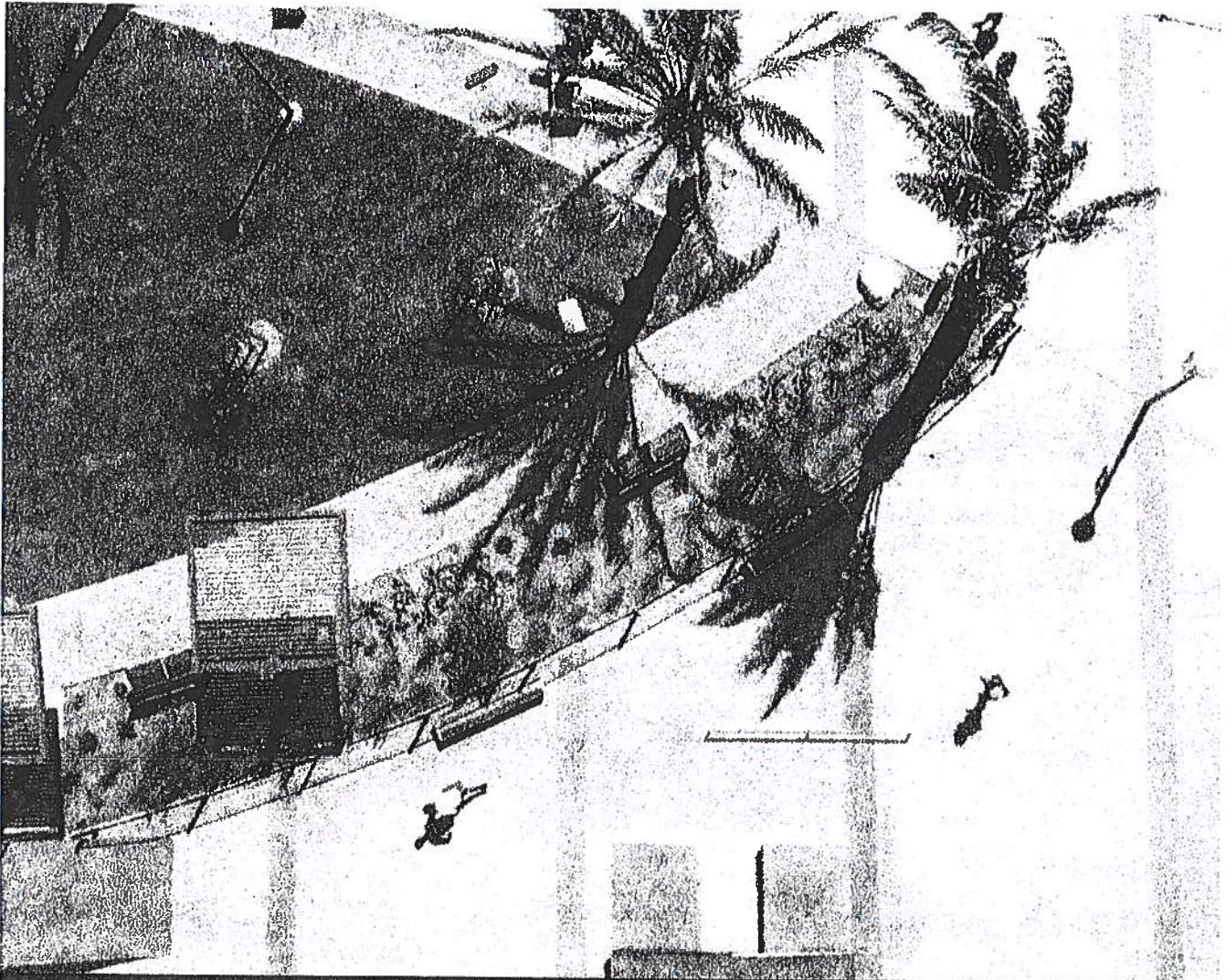
**LADOT Safe Streets
Community First**

CF 2023 Rate Schedule



CF POSITION

Principal	180
Team Director	165
Project Architect/Landscape Architect	150
Senior Designer/Planner	135
Staff Designer/Planner	120
Designer/Planner	105
Intern Designer/Planner	90



**THANK
YOU**

**CF CITY
FABRICK**

BRIAN ULASZEWSKI
PRINCIPAL & EXECUTIVE DIRECTOR

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BRIAN@CITYFABRICK.ORG
CITYFABRICK.ORG

EXHIBIT B

CITY COUNCIL POLICY 100-5

The City Council hereby adopts the following policy regarding the use of public funds for the purpose of providing financial assistance to private organizations for the purpose of providing social services to the community.

It is the policy of the City of [City Name] to provide financial assistance to private organizations for the purpose of providing social services to the community, provided that such assistance is used for the purpose of providing such services and is not used for the purpose of providing financial assistance to any individual or organization for the purpose of providing such services.

Such financial assistance shall be provided on a non-exclusive basis and shall be subject to the following conditions:

1. The recipient organization shall be a non-profit organization.
2. The recipient organization shall be a resident of the City of [City Name].
3. The recipient organization shall be a provider of social services to the community.
4. The recipient organization shall be a provider of social services to the community.

The City Council hereby authorizes the City Manager to execute this policy and to take any and all actions necessary to carry out the intent of this policy.

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.