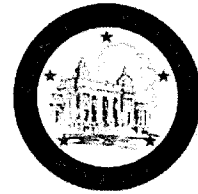


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
3.16  
(ID # 10672)

**MEETING DATE:**

Tuesday, September 17, 2019

**FROM:** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Approve the Professional Services Agreements with the Vendors Listed in Attachment A for Various Background Investigation Services for Five (5) Years and Authorize the Chairman of the Board to Sign the Agreements on Behalf of the County. [All Districts]; [Annual Amount - \$600,000]; [Five Year Total Cost - \$3,000,000; Up to \$300,000 in Additional Compensation]; 100% General Fund

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Professional Services Agreements with the vendors listed in Attachment A ("Approved Contract Vendor List") for various background investigation services for a total aggregate amount of \$3,000,000 for five years through June 30, 2024, and authorize the Chairman of the Board of Supervisor to sign the Agreements on behalf of the County; and,
2. Authorize Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved by County Counsel: (a) to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; (b) move the allocated funds among the vendors; (c) and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract.

**ACTION:**Policy

  
Will Taylor, Director of Administration 9/5/2019

  
Dennis Vrooman, Assistant Sheriff 9/9/2019

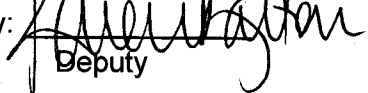
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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Hewitt, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: September 17, 2019  
xc: Sheriff

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

| <b>FINANCIAL DATA</b>                     | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>                  | <b>Ongoing Cost</b> |
|---|-----------------------------|--------------------------|-------------------------------------|---------------------|
| <b>COST</b>                               | \$ 600,000                  | \$ 600,000               | \$ 3,300,000                        | \$ 0                |
| <b>NET COUNTY COST</b>                    | \$ 600,000                  | \$ 600,000               | \$ 3,300,000                        | \$ 0                |
| <b>SOURCE OF FUNDS: 100% General Fund</b> |                             |                          | <b>Budget Adjustment: No</b>        |                     |
|   |                             |                          | <b>For Fiscal Year: 19/20-23/24</b> |                     |

**C.E.O. RECOMMENDATION:** Approve

(BR# 20-011)

**BACKGROUND:**

**Summary**

Conducting a thorough background investigation check is a necessary and important component of any law enforcement application process. The sensitive nature of the law enforcement work, combined with the high level of trust and authority that the public gives to these professionals, requires that candidates be of the highest moral character. The Sheriff's Department employs multi-screening procedures including medical, psychological, physical fitness, interview panels and the background investigation in their process to ensure we select the best applicants, and applicants with criminal pasts or current involvements are filtered out.

Background checks for law enforcement officers are a very time consuming and labor-intensive process that can take anywhere up to nine (9) months to complete. While the previous goal was revised to have each background check completed within 180 days, the current Sheriff's Administration aims to have each background check completed within 100 days. This aggressive change reflects the Department's goal to fill approximately 400 positions in the coming years to staff the opening of the John Benoit Detention Center (JBDC), and other critical need positions throughout the County. With this hiring objective, we need to have multiple approved vendors to provide the background investigation services to support and expedite our recruitment efforts in a reasonable and timely manner. In addition to the pre-employment background investigation services, many of these selected vendors can also provide disciplinary investigations into allegations of employee's misconduct, and background check of citizen applying for their Carry Canceled Weapon (CCW) permit on as-needed basis.

**Impact on Residents and Businesses**

A thorough background investigation is important to ensure the applicants selected not only have the aptitude, but also the necessary moral fiber to carry a gun and a badge to protect and serve the communities. With the increasing departmental liability, employing multiple pre-screening procedures will allow the Department to select the most qualified applicants to serve the public and communities.

**Price Reasonableness**

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

The Riverside County Purchasing Fleet Department, on behalf of the Riverside County Sheriff's Department, released a Request for Proposal (RFP # SHARC-404) for independent investigative services of law enforcement pre-employment, personnel for disciplinary and misconduct matters, and background investigation on public applicants requesting for their Carry Concealed Weapon (CCW) Permits. The RFP was advertised on the County's Internet and the bid invitation was sent to fifty-two (52) potential bidders, thirty-eight (38) of them downloaded the bid, and twelve (12) vendors submitted their proposal. The proposals were reviewed by the team consisting of the Sheriff Personnel in which each bid response was evaluated base on the criteria set forth in the RFP: overall responses to the RFP requirements, bidders experience and technical ability, references, and financial.

As the result of the bid evaluation process, the committee selected ten vendors to build their master list of approved contract vendors for these three services to be used on an "as needed" basis. Based on FY 17/18 case load, the Department conducted approximately 2,600 pre-employment background investigations, 325 internal affairs investigations, and over 1,000 CCW investigations. The Department projects the number for background investigations will increase substantially since we are ramping up our recruitment efforts. Based on these numbers, the Department would like the option to have multiple vendors for each service to allow for immediate support base on the department's volume and specific needs. Currently there are nineteen sworn personnel assigned to perform background investigations at a cost of \$2.8M in salaries and benefits annually. Using third party vendors for these services will reduce cost of the salary and benefit, which is a cost saving to the County. Furthermore, the department plans to redeploy existing sworn personnel back to their field assignments.

In addition, the Department is requesting for a 10% contingency of the total contract amount, which is \$300,000, to allow for additional labor expenses. The total five-year cost with the 10% contingency is \$3,300,000.

County Counsel has approved the attached Agreements as to form.


**Attachments**

Attachment A – Approved Contract Vendor List (2 copies each)  
Professional Service Agreement with Kentech Consulting, Inc.  
Professional Service Agreement with Eric Arroyo  
Professional Service Agreement with Dickerson, McCulloch & Associates, LLC  
Professional Service Agreement with M. Pino & Associates Inc.  
Professional Service Agreement with Oracle Investigations Group, Inc.  
Professional Service Agreement with Jon T. Strash  
Professional Service Agreement with Nevins Professional Investigations  
Professional Service Agreement with Grandolfo and Associates  
Professional Service Agreement with North America Security and Investigations, Inc.  
Professional Service Agreement with Direct Focus Investigations, LLC

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

  
Teresa Summers, Director of Purchasing 9/3/2019

  
Ryan Carter, Principal Management Analyst 9/10/2019

  
Gregory F. Priapos, Director County Counsel 9/2/2019



**PROFESSIONAL SERVICES AGREEMENT**

**for**

**LAW ENFORCEMENT PRE-EMPLOYMENT BACKGROUND INVESTIGATION,  
AND CARRY CONCEALED WEAPON (CCW) PERMIT BACKGROUND INVESTIGATION  
SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**KENTECH CONSULTING INC.**



**TABLE OF CONTENTS**

| <b><u>SECTION HEADING</u></b>                             | <b><u>PAGE NUMBER</u></b> |
|---|---------------------------|
| 1. Description of Services.....                           | 3                         |
| 2. Period of Performance.....                             | 3                         |
| 3. Compensation.....                                      | 3                         |
| 4. Alteration or Changes to the Agreement .....           | 5                         |
| 5. Termination .....                                      | 5                         |
| 6. Ownership/Use of Contract Materials and Products ..... | 6                         |
| 7. Conduct of CONTRACTOR.....                             | 7                         |
| 8. Inspection of Service: Quality Control/Assurance ..... | 7                         |
| 9. Independent CONTRACTOR/Employment Eligibility .....    | 8                         |
| 10. Subcontract for Work or Services .....                | 9                         |
| 11. Disputes .....  | 9                         |
| 12. Licensing and Permits .....                           | 10                        |
| 13. Use by Other Political Entities .....                 | 10                        |
| 14. Non-Discrimination .....                              | 10                        |
| 15. Records and Documents .....                           | 10                        |
| 16. Confidentiality .....                                 | 11                        |
| 17. Administration/Contract Liaison.....                  | 11                        |
| 18. Notices.....  | 11                        |
| 19. Force Majeure.....                                    | 12                        |
| 20. EDD Reporting Requirements.....                       | 12                        |
| 21. Hold Harmless/Indemnification .....                   | 12                        |
| 22. Insurance .....                                       | 13                        |
| 23. General .....   | 16                        |
| Exhibit A-Scope of Service .....                          | 19                        |
| Exhibit B- Payment Provisions.....                        | 23                        |
| Exhibit C- Travel Reimbursement and Other Expenses.....   | 24                        |

This Agreement, made and entered into this 9<sup>th</sup> day of August, 2019, by and between KENTECH CONSULTING INC., an Illinois corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred twenty-five thousand (\$125,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

**Address for Pre-Employment Background Investigations Service**

Riverside County Sheriff's Department  
P.O. Box 592  
Riverside, CA 92502  
Attn: Personnel Bureau

**Address for Carry Concealed Weapons (CCW) Permit Investigations Service**

Riverside County Sheriff's Department  
4095 Lemon Street  
Riverside, CA 92501  
Attn: CCW

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-95353-001-06/24) quantities; item/service descriptions with applicant's name, date of service, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made,

and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central CONTRACTOR Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of CONTRACTOR**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in

any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or Subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

## **8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent CONTRACTOR/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and Subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered



Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

#### **10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

#### **11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation

session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTORS, Subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall also serve as a liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Riverside County Sheriff’s Department  
4095 Lemon Street  
Riverside, CA 92501

**CONTRACTOR**

Kentech Consulting Inc.  
2500 Broadway, Building F Suite F-125  
Santa Monica, CA 90404

Attn: Purchasing Unit

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, Subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

### **B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the



event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).


**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

KENTECH CONSULTING INC., an Illinois corporation

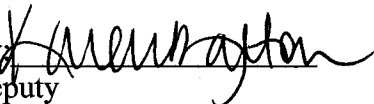
By:   
Kevin Jeffries, Chairman  
Board of Supervisors

By:   
Name: Kenneth Curtis  
Title: CEO


Dated: SEP 17 2019

Dated: Aug 9 2019

ATTEST:  
Kecia Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Susanna Oh,  
Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES**

**A. PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS:**

COUNTY retains the CONTRACTOR to provide pre-employment background investigation service for applicant applying for law enforcement positions, including reports to the Sheriff's Personnel Unit. Without limiting the Scope of Services described herein, CONTRACTOR shall meet the service requirement outlined below.

**1. CONTRACTOR's QUALIFICATIONS**

CONTRACTOR shall possess the following qualifications for the pre-employment background investigation service:

- a. Experience in pre-employment background investigations for safety personnel and non-safety personnel with local government and/or public sector within the last five (5) years in accordance with the Federal Fair Credit Reporting Act and California Investigative Consumer Reporting Agencies Act.
- b. Experience conducting bulk pre-employment background investigations for police academies within a compressed timeframe.
- c. CONTRACTOR shall have 36-hour of POST background school and at least two (2) year experience in POST background check.
- d. CONTRACTOR must possess a current Private Investigator License issued by the State of California Department of Consumer Affairs, Bureau of Security and Investigative Services.
- e. All background/reference checks must be made by CONTRACTOR with the appropriate licensure, credentials, training, and experience.
- f. CONTRACTOR must meet all insurance requirements.

**2. CONTRACTOR RESPONSIBILITIES**

The CONTRACTOR responsibilities are as follow:

- a. Participate in background orientation/meeting before commencing with background investigations.
- b. Meet with the Sheriff's Department staff to discuss expectations, timelines, processes, and resources as needed.
- c. Present the manner and method of the investigations, including documents and forms used during the investigation process, for approval by Sheriff's Department prior to the commencement of the investigations.
- d. Provide thorough pre-employment background investigation services and process bulk background investigation simultaneously.
- e. Conduct background investigations in compliance with the provisions of the Federal Fair Credit Reporting Act and the California Investigative Consumer Reporting Agencies Act.
- f. Use only experienced and qualified investigators to conduct the background investigations; such experience should include significant experience in conducting background investigations for public safety classifications in public safety agencies, i.e. police officers and in compliance with California POST selection requirements when applicable.

- g. Collect and analyze applicant-screening information to facilitate the pre-employment background investigation process.
- h. Meet with candidates to review applicant-screening information and for discrepancy interviews.
- i. Prepare an executive summary for each investigation intended to be used by the Sheriff's Department for employment purposes only. Each executive summary must include a cover sheet explaining the accuracy of the information. Such summaries must be presented for approval by the Sheriff's Department prior to commencement of the investigations.
- j. Assure that executive summaries contain only factual information and comply with the Federal Fair Credit Reporting Act and California Investigative Consumer Reporting Agencies Act.
- k. Provide executive summaries from the commencement of the investigation or as required by the Sheriff's Department.
- l. Assume full responsibility for the accuracy of the executive summary content.
- m. Maintain the ability to provide services on an as-needed basis.
- n. Respond to complaints submitted by candidates regarding discrepancies with their executive summary reports.
- o. Conduct follow-up investigations and prepare addendums/modifications to executive summaries when required based on findings.

### 3. SCOPE OF SERVICES

Based upon the Department's professional standard criteria, the pre-employment background investigation service shall include but not limited to, the following:

- a. Examine the candidate's application and/or resume, verifying accuracy, and identifying areas that need further investigation.
- b. Employment History: the employment history review includes verification of employment through the candidate's current and former employers over the past ten (10) years. Verifications of employment also include automated online verification systems provided by the Sheriff's Department.
- c. Education Review: the education review includes verification of high school, college, and/or vocational school records and graduation status.
- d. Personal and Professional References: the investigator will verify the candidate's personal and professional references.
- e. Department of Motor Vehicle (DMV) Records/Insurability: A DMV check will include a review of the candidate's driving record, licensure, and any applicable court cases and final dispositions. The investigator will also verify automobile insurance records.
- f. Certificates, Licenses, Accreditations, etc.: the candidate's credentials will be verified through the issuing entities for accuracy, status, and if complaints have been filed and final disposition.
- g. Military Records: the candidate's military records will be verified for accuracy through government verification resources/documentation including registration for Selective Service.
- h. Social Security Number (SSN) Verification: the candidate's SSN will be verified and validated through the appropriate Government website and whether any death claims have been filed through the SSN.
- i. Name Identification: the applicant's name will be researched and verified for accuracy including those applicants with maiden names.

#### 4. RECORD RETENTION

During the AGREEMENT's term and for the period of two (2) years after the expiration, cancellation, or termination of this AGREEMENT, or any extension of it, CONTRACTOR shall:

- a. Keep and maintain, in their original form, all records or documents related to CONTRACTOR's performance of this AGREEMENT; and
- b. Permit COUNTY or its authorized representative, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, or transcribe all records or documents related to CONTRACTOR's performance of this AGREEMENT including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this AGREEMENT.

#### **B. CARRY CONCEALED WEAPON (CCW) PERMIT BACKGROUND INVESTIGATIONS FOR PUBLIC APPLICANTS:**

##### 1. CONTRACTOR QUALIFICATION

The Sheriff issues a concealed weapon license to law-abiding residents of Riverside County who comply with the provisions of Penal Code Section 26150(a). In accordance to this code and subject to the Department procedures, any resident of Riverside County may submit an application to the Sheriff's CCW Unit. Each applicant must be interviewed and investigated to determine residency, moral character, and good cause as part of their eligibility assessment. CONTRACTOR performing this duty shall meet and comply to the following service requirement:

- a. Seasoned law enforcement retiree with a minimum of ten (10) years' experience with knowledge of firearms, firearm laws, interviewing and conducting investigative work.
- b. Meet with the Sheriff's Department staff to discuss expectations, timelines, processes, and resources as needed.
- c. Provide thorough background investigation services and process bulk background investigation simultaneously.
- d. Collect and analyze applicant-screening information to facilitate the investigation process for CCW permit.
- e. Meet with applicants to interview and review applicant-screening information and for discrepancy.
- f. Assume full responsibility for the accuracy of the executive summary content.
- g. Maintain the ability to provide services on an as-needed basis.
- h. Conduct follow-up investigations and prepare addendums/modifications to executive summaries when required based on findings.

##### 2. SCOPE OF SERVICE

As part of the Department standard criteria, CONTRACTORS shall review, but not limited to, the following documents when assessing and determining the applicant eligibility:

- a. Copy of birth certificate or naturalization papers
- b. Copy of valid driver's license

- c. Proof of Riverside County residency (utility bills)
- d. Letter of character references
- e. Military discharge DD214
- f. Recent passport photo
- g. Applicant's firearms experience questionnaire
- h. Department of Justice CCW Application
- i. Partnership/corporate offices statement of authorization
- j. Proof of Employer-employee relationship (last 2 paychecks)

**3. RECORD RETENTION**

During the AGREEMENT's term and for the period of two (2) years after the expiration, cancellation, or termination of this AGREEMENT, or any extension of it, CONTRACTOR shall:

- a. Keep and maintain, in their original form, all records or documents related to CONTRACTOR's performance of this AGREEMENT.
- b. Permit COUNTY or its authorized representative, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, or transcribe all records or documents related to CONTRACTOR's performance of this AGREEMENT including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this AGREEMENT.

**D. ADDITIONAL CONTRACT REQUIREMENTS**

- 1. **Mutual Covenants:** The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and fair dealing".
- 2. **Agreement Exclusivity:** This is not an exclusive agreement. The COUNTY reserves the right to enter into an agreement with other contractors for the same or similar services. The COUNTY does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this agreement.

**EXHIBIT B  
PAYMENT PROVISIONS**

**A. Service Rate:** CONTRACTOR's all-inclusive cost includes, but not limited to, the following: administration, travel, fuel, mileage, report, materials and operating cost related to the pre-employment background investigation service. CONTRACTOR shall charge the following rate:

| SERVICE DESCRIPTION                              | UNIT     | RATE  |
|--|----------|-------|
| Pre-Employment Background Investigations Service | Per Case | \$925 |
| Pre-Employment Background Investigations Service | Per Hour | \$75  |
| CCW Applicant Background Investigations Service  | Per Case | \$375 |
| CCW Applicant Background Investigations Service  | Per Hour | \$75  |

**B. Early Disqualification for Pre-Employment Background Check:** When an applicant is determined to be disqualified in the initial stage of the background investigation service, CONTRACTOR shall only charge the COUNTY the hourly rate for time spent doing the applicant's background investigation.

**C. Travel Outside of 60 Miles Radius:**

1. Pre-authorization to travel must be obtained and approved by Sheriff's Personnel Unit. Travel reimbursement shall apply for travel outside the 60 miles radius from CONTRACTOR's business address.
2. The COUNTY's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for a private vehicle. Changes to the rate will be concurrent with the effective date provided by the Internal Revenue Service. Private mileage claim reimbursements information must be attached (i.e. mapquest) to the invoice.
3. For all other reimbursable expenses, please see Exhibit C: Travel Reimbursement and Other expenses for detail. **Please note: All out-of-state travel must be pre-approved by Sheriff's Personnel Unit.**
4. In the event where an applicant's background investigation will require multiple travels, the base price per case can be negotiated between both parties. Pre-approval will be done on a case-by-case basis.

**EXHIBIT C**  
**TRAVEL REIMBURSEMENT AND OTHER EXPENSES**

**All out-of-state travel must be pre-approved by Sheriff's Personnel Unit.** Any expense accrued without approval shall be considered unauthorized and will not be reimbursed by the COUNTY. In this section, the COUNTY provides the service requirement the CONTRACTOR must meet to qualify for cost reimbursement.

**1. Meals:**

Actual cost, not to exceed \$51 per day, shall be allowed for meals related to the performance of background investigation of an applicant, and related assignments that **require an overnight stay.** Meals for a single day work will not be reimbursed.

The maximum reimbursement for meals (breakfast, lunch and dinner) is \$51 per day, inclusive of taxes and tips paid. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed even if the meal cost is less than the maximum reimbursement rate.

- a. Reimbursement will only be authorized after submission of approved receipts. Receipts must include the date, restaurant name and location, the itemized meal purchased, meal amount, and the reasonable tip paid, not to exceed 20%. An un-itemized restaurant receipt will be accepted only if the restaurant does not provide an itemized receipt.
- b. All receipts shall be attached to the invoices to reflect the charge(s) appeared on the invoice. **Credit/debit card receipts and tear off receipts will not be accepted.**
- c. No reimbursement shall be made for alcoholic beverages of any kind.
- d. As a general rule, no reimbursement for meals will be made for same day travel. Reimbursement will only be granted when it is not reasonable for CONTRACTOR to provide their own meal. Special situations may be considered on a case-by-case basis.

**2. Lodging:**

Reimbursement for actual lodging cost, not to exceed \$159 per night inclusive of all occupancy, accommodation, and other room related taxes and fees, is allowed. For lodging in high cost cities, as defined by the Internal Revenue Service (e.g., San Francisco), actual cost allowed not to exceed \$239 per night. Lodging costs exceeding the established limit may be reimbursed at a higher rate if the CONTRACTOR submits a written memo by explaining the reason for the expense. This must be pre-approved by the Sheriff's Personnel Unit.

- a. Only the single occupancy rate may be claimed for the reimbursement.
- b. Approval of lodging may apply should CONTRACTOR be required to drive more than 8 hours one way from their location of business. CONTRACTOR must include a supporting document such as the applicant's residential information, etc.



**3. Transportation:**

Actual cost of common carrier services, including taxicabs, and car rentals, when necessary shall be allowed. CONTRACTOR will utilize on-line travel services and secure the least expensive flights and car rental arrangements possible. Reservations for air transportation should be booked as early as is reasonable to take advantage of lower cost air fares.

Upon request from the Sheriff's Personnel Unit, supporting documentation proving that the least expensive option was utilized may be requested.

**4. Rental Cars:**

Actual costs evidenced by an original, dated receipt and inclusive of all related taxes and other rental fees should be submitted along with actual gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle. No rental car reimbursement will be made for cars above the mid-range size. This information must be documented in the reimbursement information.

The purchase of Loss Damage Waiver (LDW) is mandatory so the CONTRACTOR is not held responsible for damage (under normal circumstances) to the rental vehicle and such cost will be reimbursed.

**5. Private Automobile:**

The COUNTY's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for a private vehicle. Changes to the rate will be concurrent with the effective date provided by the Internal Revenue Service. **Private mileage is calculated from the CONTRACTOR's work location to the location (applicant's location or an agreed upon location between the applicant and CONTRACTOR) and from the location back to the work location.**

- a. The Sheriff may authorize use of a private vehicle for the convenience of the driver, instead of more economical travel by air. Reimbursement shall not exceed the cost of the usual airfare plus related subsistence and surface common carrier expenses. CONTRACTOR must justify the mileage with a map printout (route taken must use the least mileage).
- b. The private vehicle must be insured to at least the minimum limits required by the State of California, or if registered/licensed out of state, the insurance must be equal to or greater than the minimum limits required by the State of California.

**6. Miscellaneous Expense:**

Miscellaneous expenses, including charges for business telephone calls, fax service, internet service, e-mail services, the cost of unusual or necessary services and supplies, vehicle parking, bridge tolls and any other justifiable business expense shall be considered operational expenses and shall not be reimbursed as "additional expenses".

**7. Claim Forms:**

Claims must include the date, destination, amount, and a brief description of service. Claims shall be filed promptly, no later than the end of the month following the month in which the travel and/or other necessary expenses occurred. **The COUNTY shall not issue any payment in advance.**

- a. No reimbursement will be made for expenses without an accompanying receipt.

**8. Receipts:**

Reimbursement will only be authorized after submission of approved receipts. **Original receipts are required for reimbursement.** Original receipts must include the name of the establishment where service was provided and the date on which the service was rendered. Restaurant receipts must include the items ordered, as well as the total payment made. However, there may be rare occasions when providing an itemized receipt may not be possible due to the type and location of the restaurant. In this event, an original un-itemized receipt from the restaurant can be submitted.

**PROFESSIONAL SERVICE AGREEMENT**

for

**LAW ENFORCEMENT PRE-EMPLOYMENT BACKGROUND  
INVESTIGATION SERVICE**

between

**COUNTY OF RIVERSIDE**

and

**ERIC ARROYO**



**TABLE OF CONTENTS**

| <b><u>SECTION HEADING</u></b>                             | <b><u>PAGE NUMBER</u></b> |
|---|---------------------------|
| 1. Description of Services.....                           | 3                         |
| 2. Period of Performance.....                             | 3                         |
| 3. Compensation.....                                      | 3                         |
| 4. Alteration or Changes to the Agreement .....           | 5                         |
| 5. Termination .....                                      | 5                         |
| 6. Ownership/Use of Contract Materials and Products ..... | 6                         |
| 7. Conduct of CONTRACTOR.....                             | 6                         |
| 8. Inspection of Service: Quality Control/Assurance ..... | 7                         |
| 9. Independent CONTRACTOR/Employment Eligibility .....    | 7                         |
| 10. Subcontract for Work or Services .....                | 9                         |
| 11. Disputes .....  | 9                         |
| 12. Licensing and Permits .....                           | 10                        |
| 13. Use by Other Political Entities.....                  | 10                        |
| 14. Non-Discrimination .....                              | 10                        |
| 15. Records and Documents .....                           | 10                        |
| 16. Confidentiality .....                                 | 11                        |
| 17. Administration/Contract Liaison.....                  | 11                        |
| 18. Notices.....  | 11                        |
| 19. Force Majeure.....                                    | 12                        |
| 20. EDD Reporting Requirements.....                       | 12                        |
| 21. Hold Harmless/Indemnification .....                   | 12                        |
| 22. Insurance .....                                       | 13                        |
| 23. General .....   | 16                        |
| Exhibit A-Scope of Service.....                           | 19                        |
| Exhibit B- Payment Provisions .....                       | 22                        |
| Exhibit C- Travel Reimbursement and Other Expenses.....   | 23                        |

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between ERIC ARROYO, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred ten thousand (\$110,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff's Department  
P.O. Box 592  
Riverside, CA 92502  
Attn: Personnel Bureau

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-95353-002-06/24) quantities; item/service descriptions with applicant's name, date of service, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central CONTRACTOR Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of CONTRACTOR**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or Subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.



7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent CONTRACTOR/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and Subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall

be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing

requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

“privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTORS, Subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall also serve as a liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Riverside County Sheriff’s Department  
4095 Lemon Street  
Riverside, CA 92501  
Attn: Purchasing Unit

**CONTRACTOR**

Eric Arroyo  
19510 Van Buren Blvd Suite #F3-192  
Riverside, CA 92508

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, Subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.



3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the

event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

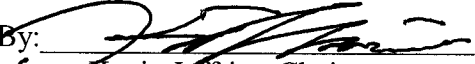
**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

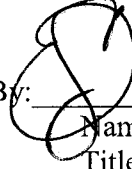
**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By:   
Kevin Jeffries, Chairman  
Board of Supervisors

ERIC ARROYO

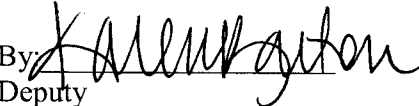
By:   
Name: ERIC ARROYO  
Title: OWNER

Dated: SEP 17 2019

Dated: 8/20/19

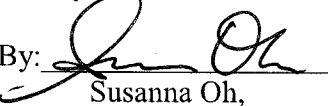
ATTEST:

Kecia Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By:   
Susanna Oh,  
Deputy County Counsel

**EXHIBIT A  
SCOPE OF SERVICES**

**A. PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS:**

COUNTY retains the CONTRACTOR to provide pre-employment background investigation service for applicant applying for law enforcement positions, including reports to the Sheriff's Personnel Unit. Without limiting the Scope of Services described herein, CONTRACTOR shall meet the service requirement outlined below.

**1. CONTRACTOR'S QUALIFICATIONS**

CONTRACTOR shall possess the following qualifications for the pre-employment background investigation service:

- a. Experience in pre-employment background investigations for safety personnel and non-safety personnel with local government and/or public sector within the last five (5) years in accordance with the Federal Fair Credit Reporting Act and California Investigative Consumer Reporting Agencies Act.
- b. Experience conducting bulk pre-employment background investigations for police academies within a compressed timeframe.
- c. CONTRACTOR shall have 36-hour of POST background school and at least two (2) year experience in POST background check.
- d. CONTRACTOR must possess a current Private Investigator License issued by the State of California Department of Consumer Affairs, Bureau of Security and Investigative Services.
- e. All background/reference checks must be made by CONTRACTOR with the appropriate licensure, credentials, training, and experience.
- f. CONTRACTOR must meet all insurance requirements

**2. CONTRACTOR RESPONSIBILITIES**

The CONTRACTOR responsibilities are as follow:

- a. Participate in background orientation/meeting before commencing with background investigations.
- b. Meet with the Sheriff's Department staff to discuss expectations, timelines, processes, and resources as needed.
- c. Present the manner and method of the investigations, including documents and forms used during the investigation process, for approval by Sheriff's Department prior to the commencement of the investigations.
- d. Provide thorough pre-employment background investigation services and process bulk background investigation simultaneously.
- e. Conduct background investigations in compliance with the provisions of the Federal Fair Credit Reporting Act and the California Investigative Consumer Reporting Agencies Act.
- f. Use only experienced and qualified investigators to conduct the background investigations; such experience should include significant experience in conducting background investigations for public safety classifications in public safety agencies, i.e. police officers and in compliance with California POST selection requirements when applicable.

- g. Collect and analyze applicant-screening information to facilitate the pre-employment background investigation process.
- h. Meet with candidates to review applicant-screening information and for discrepancy interviews.
- i. Prepare an executive summary for each investigation intended to be used by the Sheriff's Department for employment purposes only. Each executive summary must include a cover sheet explaining the accuracy of the information. Such summaries must be presented for approval by the Sheriff's Department prior to commencement of the investigations.
- j. Assure that executive summaries contain only factual information and comply with the Federal Fair Credit Reporting Act and California Investigative Consumer Reporting Agencies Act.
- k. Provide executive summaries from the commencement of the investigation or as required by the Sheriff's Department.
- l. Assume full responsibility for the accuracy of the executive summary content.
- m. Maintain the ability to provide services on an as-needed basis.
- n. Respond to complaints submitted by candidates regarding discrepancies with their executive summary reports.
- o. Conduct follow-up investigations and prepare addendums/modifications to executive summaries when required based on findings.

### 3. SCOPE OF SERVICES

Based upon the Department's professional standard criteria, the pre-employment background investigation service shall include but not limited to, the following:

- a. Examine the candidate's application and/or resume, verifying accuracy, and identifying areas that need further investigation.
- b. Employment History: the employment history review includes verification of employment through the candidate's current and former employers over the past ten (10) years. Verifications of employment also include automated online verification systems provided by the Sheriff's Department.
- c. Education Review: the education review includes verification of high school, college, and/or vocational school records and graduation status.
- d. Personal and Professional References: the investigator will verify the candidate's personal and professional references.
- e. Department of Motor Vehicle (DMV) Records/Insurability: A DMV check will include a review of the candidate's driving record, licensure, and any applicable court cases and final dispositions. The investigator will also verify automobile insurance records.
- f. Certificates, Licenses, Accreditations, etc.: the candidate's credentials will be verified through the issuing entities for accuracy, status, and if complaints have been filed and final disposition.
- g. Military Records: the candidate's military records will be verified for accuracy through government verification resources/documentation including registration for Selective Service.
- h. Social Security Number (SSN) Verification: the candidate's SSN will be verified and validated through the appropriate Government website and whether any death claims have been filed through the SSN.
- i. Name Identification: the applicant's name will be researched and verified for accuracy including those applicants with maiden names.

#### 4. RECORD RETENTION

During the AGREEMENT's term and for the period of two (2) years after the expiration, cancellation, or termination of this AGREEMENT, or any extension of it, CONTRACTOR shall:

- a. Keep and maintain, in their original form, all records or documents related to CONTRACTOR's performance of this AGREEMENT; and
- b. Permit COUNTY or its authorized representative, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, or transcribe all records or documents related to CONTRACTOR's performance of this AGREEMENT including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this AGREEMENT.

#### B. ADDITIONAL CONTRACT REQUIREMENTS

1. **Mutual Covenants:** The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and fair dealing".
2. **Agreement Exclusivity:** This is not an exclusive agreement. The COUNTY reserves the right to enter into an agreement with other contractors for the same or similar services. The COUNTY does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this agreement.

**EXHIBIT B  
PAYMENT PROVISIONS**

**A. Service Rate:** CONTRACTOR's all-inclusive cost includes, but not limited to, the following: administration, travel, fuel, mileage, report, materials and operating cost related to the pre-employment background investigation service. CONTRACTOR shall charge the following rate:

| SERVICE DESCRIPTION                              | UNIT     | RATE  |
|--|----------|-------|
| Pre-Employment Background Investigations Service | Per Case | \$950 |
| Pre-Employment Background Investigations Service | Per Hour | \$55  |

**B. Early Disqualification for Pre-Employment Background Check:** When an applicant is determined to be disqualified in the initial stage of the background investigation service, CONTRACTOR shall only charge the COUNTY the hourly rate for time spent doing the applicant's background investigation.

**C. Travel Outside of 60 Miles Radius:**

1. Pre-authorization to travel must be obtained and approved by Sheriff's Personnel Unit. Travel reimbursement shall apply for travel outside the 60 miles radius from CONTRACTOR's business address.
2. The COUNTY's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for a private vehicle. Changes to the rate will be concurrent with the effective date provided by the Internal Revenue Service. Private mileage claim reimbursements information must be attached (i.e. mapquest) to the invoice.
3. For all other reimbursable expenses, please see Exhibit C: Travel Reimbursement and Other expenses for detail. **Please note: All out-of-state travel must be pre-approved by Sheriff's Personnel Unit.**
4. In the event where an applicant's background investigation will require multiple travels, the base price per case can be negotiated between both parties. Pre-approval will be done on a case-by-case basis.



**EXHIBIT C  
TRAVEL REIMBURSEMENT AND OTHER EXPENSES**

**All out-of-state travel must be pre-approved by Sheriff's Personnel Unit.** Any expense accrued without approval shall be considered unauthorized and will not be reimbursed by the COUNTY. In this section, the COUNTY provides the service requirement the CONTRACTOR must meet to qualify for cost reimbursement.

**1. Meals:**

Actual cost, not to exceed \$51 per day, shall be allowed for meals related to the performance of background investigation of an applicant, and related assignments that **require an overnight stay.** Meals for a single day work will not be reimbursed.

The maximum reimbursement for meals (breakfast, lunch and dinner) is \$51 per day, inclusive of taxes and tips paid. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed even if the meal cost is less than the maximum reimbursement rate.

- a. Reimbursement will only be authorized after submission of approved receipts. Receipts must include the date, restaurant name and location, the itemized meal purchased, meal amount, and the reasonable tip paid, not to exceed 20%. An un-itemized restaurant receipt will be accepted only if the restaurant does not provide an itemized receipt.
- b. All receipts shall be attached to the invoices to reflect the charge(s) appeared on the invoice. **Credit/debit card receipts and tear off receipts will not be accepted.**
- c. No reimbursement shall be made for alcoholic beverages of any kind.
- d. As a general rule, no reimbursement for meals will be made for same day travel. Reimbursement will only be granted when it is not reasonable for CONTRACTOR to provide their own meal. Special situations may be considered on a case-by-case basis.

**2. Lodging:**

Reimbursement for actual lodging cost, not to exceed \$159 per night inclusive of all occupancy, accommodation, and other room related taxes and fees, is allowed. For lodging in high cost cities, as defined by the Internal Revenue Service (e.g., San Francisco), actual cost allowed not to exceed \$239 per night. Lodging costs exceeding the established limit may be reimbursed at a higher rate if the CONTRACTOR submits a written memo by explaining the reason for the expense. This must be pre-approved by the Sheriff's Personnel Unit.

- a. Only the single occupancy rate may be claimed for the reimbursement.
- b. Approval of lodging may apply should CONTRACTOR be required to drive more than 8 hours one way from their location of business. CONTRACTOR must include a supporting document such as the applicant's residential information, etc.

**3. Transportation:**

Actual cost of common carrier services, including taxicabs, and car rentals, when necessary shall be allowed. CONTRACTOR will utilize on-line travel services and secure the least expensive flights and car rental arrangements possible. Reservations for air transportation should be booked as early as is reasonable to take advantage of lower cost air fares.

Upon request from the Sheriff's Personnel Unit, supporting documentation proving that the least expensive option was utilized may be requested.

**4. Rental Cars:**

Actual costs evidenced by an original, dated receipt and inclusive of all related taxes and other rental fees should be submitted along with actual gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle. No rental car reimbursement will be made for cars above the mid-range size. This information must be documented in the reimbursement information.

The purchase of Loss Damage Waiver (LDW) is mandatory so the CONTRACTOR is not held responsible for damage (under normal circumstances) to the rental vehicle and such cost will be reimbursed.

**5. Private Automobile:**

The COUNTY's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for a private vehicle. Changes to the rate will be concurrent with the effective date provided by the Internal Revenue Service. **Private mileage is calculated from the CONTRACTOR's work location to the location (applicant's location or an agreed upon location between the applicant and CONTRACTOR) and from the location back to the work location.**

- a. The Sheriff may authorize use of a private vehicle for the convenience of the driver, instead of more economical travel by air. Reimbursement shall not exceed the cost of the usual airfare plus related subsistence and surface common carrier expenses. CONTRACTOR must justify the mileage with a map printout (route taken must use the least mileage).
- b. The private vehicle must be insured to at least the minimum limits required by the State of California, or if registered/licensed out of state, the insurance must be equal to or greater than the minimum limits required by the State of California.

**6. Miscellaneous Expense:**

Miscellaneous expenses, including charges for business telephone calls, fax service, internet service, e-mail services, the cost of unusual or necessary services and supplies, vehicle parking, bridge tolls and any other justifiable business expense shall be considered operational expenses and shall not be reimbursed as "additional expenses".

**7. Claim Forms:**

Claims must include the date, destination, amount, and a brief description of service. Claims shall be filed promptly, no later than the end of the month following the month in which the travel and/or other necessary expenses occurred. **The COUNTY shall not issue any payment in advance.**

- a. No reimbursement will be made for expenses without an accompanying receipt.

**8. Receipts:**

Reimbursement will only be authorized after submission of approved receipts. **Original receipts are required for reimbursement.** Original receipts must include the name of the establishment where service was provided and the date on which the service was rendered. Restaurant receipts must include the items ordered, as well as the total payment made. However, there may be rare occasions when providing an itemized receipt may not be possible due to the type and location of the restaurant. In this event, an original un-itemized receipt from the restaurant can be submitted.

**PROFESSIONAL SERVICES AGREEMENT**

for

**LAW ENFORCEMENT PRE-EMPLOYMENT BACKGROUND INVESTIGATION,  
AND INTERNAL AFFAIRS INVESTIGATIONS SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**DICKERSON, MCCOULLOCH & ASSOCIATES, LLC**



**TABLE OF CONTENTS**

| <b><u>SECTION HEADING</u></b>                             | <b><u>PAGE NUMBER</u></b> |
|---|---------------------------|
| 1. Description of Services.....                           | 3                         |
| 2. Period of Performance.....                             | 3                         |
| 3. Compensation.....                                      | 3                         |
| 4. Alteration or Changes to the Agreement .....           | 5                         |
| 5. Termination .....                                      | 5                         |
| 6. Ownership/Use of Contract Materials and Products ..... | 6                         |
| 7. Conduct of CONTRACTOR.....                             | 6                         |
| 8. Inspection of Service: Quality Control/Assurance ..... | 7                         |
| 9. Independent CONTRACTOR/Employment Eligibility .....    | 7                         |
| 10. Subcontract for Work or Services .....                | 9                         |
| 11. Disputes .....  | 9                         |
| 12. Licensing and Permits .....                           | 10                        |
| 13. Use by Other Political Entities .....                 | 10                        |
| 14. Non-Discrimination .....                              | 10                        |
| 15. Records and Documents .....                           | 10                        |
| 16. Confidentiality .....                                 | 11                        |
| 17. Administration/Contract Liaison.....                  | 11                        |
| 18. Notices.....  | 11                        |
| 19. Force Majeure.....                                    | 12                        |
| 20. EDD Reporting Requirements.....                       | 12                        |
| 21. Hold Harmless/Indemnification .....                   | 12                        |
| 22. Insurance .....                                       | 13                        |
| 23. General .....   | 16                        |
| Exhibit A-Scope of Service .....                          | 19                        |
| Exhibit B- Payment Provisions .....                       | 23                        |
| Exhibit C- Travel Reimbursement and Other Expenses.....   | 24                        |

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between DICKERSON MCCULLOCH & ASSOCIATES, LLC, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed fifty thousand (\$50,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

**Address for Pre-Employment Background Investigations Service**  
Riverside County Sheriff's Department  
P.O. Box 592  
Riverside, CA 92502  
Attn: Personnel Bureau

**Address for Internal Affairs Investigations Service**  
Riverside County Sheriff's Department  
4095 Lemon Street  
Riverside, CA 92501  
Attn: Professional Standards Bureau

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-95353-003-06/24) quantities; item/service descriptions with applicant's name, date of service, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made,

and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** Either Party may terminate this Agreement without cause upon 30 days written notice served upon the other Party stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and



- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central CONTRACTOR Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

## 6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

## 7. **Conduct of CONTRACTOR**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in

any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or Subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent CONTRACTOR/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and Subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after

it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Intentional Omitted**

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTORS, Subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall also serve as a liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Riverside County Sheriff's Department  
4095 Lemon Street  
Riverside, CA 92501  
Attn: Purchasing Unit

**CONTRACTOR**

Dickerson, McCulloch & Associates, LLC  
25615 Riverbank #E  
Yorba Linda, CA 92887

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, Subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a



general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice

shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

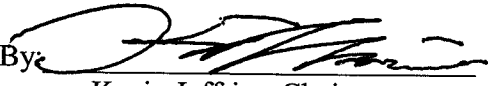
**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

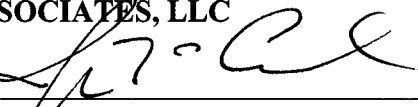
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By:   
Kevin Jeffries, Chairman  
Board of Supervisors

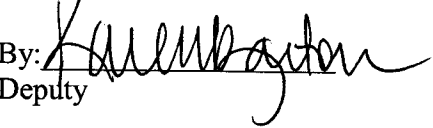
Dated: SEP 17 2019

DICKERSON, MCCULLOCH & ASSOCIATES, LLC

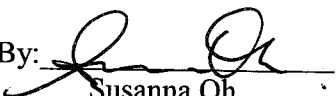
By:   
Name: Jim McCulloch  
Title: PARTNER

Dated: 8/27/2019

ATTEST:  
Kecia Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Susanna Oh,  
Deputy County Counsel

**EXHIBIT A  
SCOPE OF SERVICES**

**A. PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS:**

COUNTY retains the CONTRACTOR to provide pre-employment background investigation service for applicant applying for law enforcement positions, including reports to the Sheriff's Personnel Unit. Without limiting the Scope of Services described herein, CONTRACTOR shall meet the service requirement outlined below.

**1. CONTRACTOR'S QUALIFICATIONS**

CONTRACTOR shall possess the following qualifications for the pre-employment background investigation service:

- a. Experience in pre-employment background investigations for safety personnel and non-safety personnel with local government and/or public sector within the last five (5) years in accordance with the Federal Fair Credit Reporting Act and California Investigative Consumer Reporting Agencies Act.
- b. Experience conducting bulk pre-employment background investigations for police academies within a compressed timeframe.
- c. CONTRACTOR shall have at least two (2) year experience in POST background check.
- d. CONTRACTOR must possess a current Private Investigator License issued by the State of California Department of Consumer Affairs, Bureau of Security and Investigative Services.
- e. All background/reference checks must be made by CONTRACTOR with the appropriate licensure, credentials, training, and experience.
- f. CONTRACTOR must meet all insurance requirements

**2. CONTRACTOR RESPONSIBILITIES**

The CONTRACTOR responsibilities are as follow:

- a. Participate in background orientation/meeting before commencing with background investigations.
- b. Meet with the Sheriff's Department staff to discuss expectations, timelines, processes, and resources as needed.
- c. Present the manner and method of the investigations, including documents and forms used during the investigation process, for approval by Sheriff's Department prior to the commencement of the investigations.
- d. Provide thorough pre-employment background investigation services and process bulk background investigation simultaneously.
- e. Conduct background investigations in compliance with the provisions of the Federal Fair Credit Reporting Act and the California Investigative Consumer Reporting Agencies Act.
- f. Use only experienced and qualified investigators to conduct the background investigations; such experience should include significant experience in conducting background investigations for public safety classifications in public safety agencies, i.e. police officers and in compliance with California POST selection requirements when applicable.

- g. Collect and analyze applicant-screening information to facilitate the pre-employment background investigation process.
- h. Meet with candidates to review applicant-screening information and for discrepancy interviews.
- i. Prepare an executive summary for each investigation intended to be used by the Sheriff's Department for employment purposes only. Each executive summary must include a cover sheet explaining the accuracy of the information. Such summaries must be presented for approval by the Sheriff's Department prior to commencement of the investigations.
- j. Assure that executive summaries contain only factual information and comply with the Federal Fair Credit Reporting Act and California Investigative Consumer Reporting Agencies Act.
- k. Provide executive summaries from the commencement of the investigation or as required by the Sheriff's Department.
- l. Assume full responsibility for the accuracy of the executive summary content.
- m. Maintain the ability to provide services on an as-needed basis.
- n. Respond to complaints submitted by candidates regarding discrepancies with their executive summary reports.
- o. Conduct follow-up investigations and prepare addendums/modifications to executive summaries when required based on findings.

### 3. SCOPE OF SERVICES

Based upon the Department's professional standard criteria, the pre-employment background investigation service shall include but not limited to, the following:

- a. Examine the candidate's application and/or resume, verifying accuracy, and identifying areas that need further investigation.
- b. Employment History: the employment history review includes verification of employment through the candidate's current and former employers over the past ten (10) years. Verifications of employment also include automated online verification systems provided by the Sheriff's Department.
- c. Education Review: the education review includes verification of high school, college, and/or vocational school records and graduation status.
- d. Personal and Professional References: the investigator will verify the candidate's personal and professional references.
- e. Department of Motor Vehicle (DMV) Records/Insurability: A DMV check will include a review of the candidate's driving record, licensure, and any applicable court cases and final dispositions. The investigator will also verify automobile insurance records.
- f. Certificates, Licenses, Accreditations, etc.: the candidate's credentials will be verified through the issuing entities for accuracy, status, and if complaints have been filed and final disposition.
- g. Military Records: the candidate's military records will be verified for accuracy through government verification resources/documentation including registration for Selective Service.
- h. Social Security Number (SSN) Verification: the candidate's SSN will be verified and validated through the appropriate Government website and whether any death claims have been filed through the SSN.
- i. Name Identification: the applicant's name will be researched and verified for accuracy including those applicants with maiden names.

#### 4. RECORD RETENTION

During the AGREEMENT's term and for the period of two (2) years after the expiration, cancellation, or termination of this AGREEMENT, or any extension of it, CONTRACTOR shall:

- a. Keep and maintain, in their original form, all records or documents related to CONTRACTOR's performance of this AGREEMENT; and
- b. Permit COUNTY or its authorized representative, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, or transcribe all records or documents related to CONTRACTOR's performance of this AGREEMENT including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this AGREEMENT.

#### **B. INTERNAL AFFAIRS INVESTIGATIONS FOR LAW ENFORCEMENT PERSONNEL:**

##### **1. CONTRACTOR's QUALIFICATION**

CONTRACTOR shall conduct Internal Affairs investigation that encompasses the following types: administrative and/or disciplinary investigations, which includes confidential employee investigations into allegations of misconduct, discrimination/harassment/retaliation complaints, violation of departmental rules and regulations, violation of state and/or federal laws, etc. Services will include conducting interviews, analyzing evidence and assessing witness credibility, summarizing the case in a written investigative report. CONTRACTOR must meet the following minimum qualifications:

- a. Experience in conducting investigations (i.e., allegations of employee misconduct, discrimination/ harassment complaints, etc.) with local government and/or public sector within the last five (5) years.
- b. A minimum of 5 years' verifiable experience conducting investigations
  - I. Of which, a minimum of 2 years' experience conducting administrative investigations for public agencies
  - II. Of which, a minimum of 1-year experience conducting administrative investigations in which the involved employee(s) are subject to the Peace Officers' Bill of Rights, as defined in California Government Code section 3300
- c. Ability to provide proof of California POST certified training related to Internal Affairs investigations
- d. Demonstrable knowledge of confidentiality laws related to peace officer personnel records.
- e. Must be a California licensed private investigator or attorney
- f. Must be willing to travel throughout Riverside County
- g. CONTRACTOR must meet all insurance requirements

##### **2. CONTRACTOR RESPONSIBILITIES**

The CONTRACTOR responsibilities are as follow:

- a. Meet with the Sheriff's staff to discuss expectations, timelines, processes, and resources as needed
- b. Present the manner and method of the investigations for approval by Sheriff's Department prior to the commencement of the investigations
- c. Provide thorough investigation services



- d. Use only experienced investigators to conduct the investigations; such experience should include significant experience in conducting investigations for public safety classifications in public safety agencies, i.e. police officers.
- e. Interview subjects, witnesses, complainants and applicable bargaining unit agreements.
- f. Record all interviews.
- g. Collect and analyze investigation-related information to facilitate the investigation process.
- h. Provide investigation reports, to include findings and supporting documentations within the estimated timeframe as agreed upon between Sheriff and the investigator in charge.
- i. Commitment to participate in subsequent arbitration and/or court hearings, as applicable.
- j. Provide testimony transcriptions and summary reports when requested.
- k. Ability to provide references from public agencies for which administrative investigations have been
- l. Assume full responsibility for the accuracy of the investigation and meet with Sheriff's staff and/or other authorized parties to discuss investigation as needed.
- m. Maintain the ability to provide services on an as-needed basis.
- n. Conduct follow-up investigations and prepare addendums/modifications to summaries and/or reports when required based on findings.

### 3. RECORD RETENTION

During the AGREEMENT's term and for the period of two (2) years after the expiration, cancellation, or termination of this AGREEMENT, or any extension of it, CONTRACTOR shall:

- a. Keep and maintain, in their original form, all records or documents related to CONTRACTOR's performance of this AGREEMENT; and
- b. Permit COUNTY or its authorized representative, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, or transcribe all records or documents related to CONTRACTOR's performance of this AGREEMENT including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this AGREEMENT.

### C. ADDITIONAL CONTRACT REQUIREMENTS

- 1. **Mutual Covenants:** The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and fair dealing".
- 2. **Agreement Exclusivity:** This is not an exclusive agreement. The COUNTY reserves the right to enter into an agreement with other contractors for the same or similar services. The COUNTY does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this agreement.

**EXHIBIT B  
PAYMENT PROVISIONS**

**A. Service Rate:** CONTRACTOR's all-inclusive cost includes, but not limited to, the following: administration, travel, fuel, mileage, report, materials and operating cost related to the pre-employment background investigation service. CONTRACTOR shall charge the following rate:

| SERVICE DESCRIPTION                                | UNIT     | RATE    |
|--|----------|---------|
| Pre-Employment Background Investigations Service   | Per Case | \$1,300 |
| Pre-Employment Background Investigations Service   | Per Hour | \$115   |
| Internal Affairs Background Investigations Service | Per Case | N/A     |
| Internal Affairs Background Investigations Service | Per Hour | \$115   |

**B. Early Disqualification for Pre-Employment Background Check:** When an applicant is determined to be disqualified in the initial stage of the background investigation service, CONTRACTOR shall only charge the COUNTY the hourly rate for time spent doing the applicant's background investigation.

**C. Travel Outside of 60 Miles Radius:**

1. Pre-authorization to travel must be obtained and approved by Sheriff's Personnel Unit. Travel reimbursement shall apply for travel outside the 60 miles radius from CONTRACTOR's business address.
2. The COUNTY's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for a private vehicle. Changes to the rate will be concurrent with the effective date provided by the Internal Revenue Service. Private mileage claim reimbursements information must be attached (i.e. mapquest) to the invoice.
3. For all other reimbursable expenses, please see Exhibit C: Travel Reimbursement and Other expenses for detail. **Please note: All out-of-state travel must be pre-approved by Sheriff's Personnel Unit.**
4. In the event where an applicant's background investigation will require multiple travels, the base price per case can be negotiated between both parties. Pre-approval will be done on a case-by-case basis.

**EXHIBIT C  
TRAVEL REIMBURSEMENT AND OTHER EXPENSES**

**All out-of-state travel must be pre-approved by Sheriff's Personnel Unit.** Any expense accrued without approval shall be considered unauthorized and will not be reimbursed by the COUNTY. In this section, the COUNTY provides the service requirement the CONTRACTOR must meet to qualify for cost reimbursement.

**1. Meals:**

Actual cost, not to exceed \$51 per day, shall be allowed for meals related to the performance of background investigation of an applicant, and related assignments that **require an overnight stay.** Meals for a single day work will not be reimbursed.

The maximum reimbursement for meals (breakfast, lunch and dinner) is \$51 per day, inclusive of taxes and tips paid. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed even if the meal cost is less than the maximum reimbursement rate.

- a. Reimbursement will only be authorized after submission of approved receipts. Receipts must include the date, restaurant name and location, the itemized meal purchased, meal amount, and the reasonable tip paid, not to exceed 20%. An un-itemized restaurant receipt will be accepted only if the restaurant does not provide an itemized receipt.
- b. All receipts shall be attached to the invoices to reflect the charge(s) appeared on the invoice. **Credit/debit card receipts and tear off receipts will not be accepted.**
- c. No reimbursement shall be made for alcoholic beverages of any kind.
- d. As a general rule, no reimbursement for meals will be made for same day travel. Reimbursement will only be granted when it is not reasonable for CONTRACTOR to provide their own meal. Special situations may be considered on a case-by-case basis.

**2. Lodging:**

Reimbursement for actual lodging cost, not to exceed \$159 per night inclusive of all occupancy, accommodation, and other room related taxes and fees, is allowed. For lodging in high cost cities, as defined by the Internal Revenue Service (e.g., San Francisco), actual cost allowed not to exceed \$239 per night. Lodging costs exceeding the established limit may be reimbursed at a higher rate if the CONTRACTOR submits a written memo by explaining the reason for the expense. This must be pre-approved by the Sheriff's Personnel Unit.

- a. Only the single occupancy rate may be claimed for the reimbursement.
- b. Approval of lodging may apply should CONTRACTOR be required to drive more than 8 hours one way from their location of business. CONTRACTOR must include a supporting document such as the applicant's residential information, etc.

**3. Transportation:**

Actual cost of common carrier services, including taxicabs, and car rentals, when necessary shall be allowed. CONTRACTOR will utilize on-line travel services and secure the least expensive flights and car rental arrangements possible. Reservations for air transportation should be booked as early as is reasonable to take advantage of lower cost air fares.

Upon request from the Sheriff's Personnel Unit, supporting documentation proving that the least expensive option was utilized may be requested.

**4. Rental Cars:**

Actual costs evidenced by an original, dated receipt and inclusive of all related taxes and other rental fees should be submitted along with actual gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle. No rental car reimbursement will be made for cars above the mid-range size. This information must be documented in the reimbursement information.

The purchase of Loss Damage Waiver (LDW) is mandatory so the CONTRACTOR is not held responsible for damage (under normal circumstances) to the rental vehicle and such cost will be reimbursed.

**5. Private Automobile:**

The COUNTY's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for a private vehicle. Changes to the rate will be concurrent with the effective date provided by the Internal Revenue Service. **Private mileage is calculated from the CONTRACTOR's work location to the location (applicant's location or an agreed upon location between the applicant and CONTRACTOR) and from the location back to the work location.**

- a. The Sheriff may authorize use of a private vehicle for the convenience of the driver, instead of more economical travel by air. Reimbursement shall not exceed the cost of the usual airfare plus related subsistence and surface common carrier expenses. CONTRACTOR must justify the mileage with a map printout (route taken must use the least mileage).
- b. The private vehicle must be insured to at least the minimum limits required by the State of California, or if registered/licensed out of state, the insurance must be equal to or greater than the minimum limits required by the State of California.

**6. Miscellaneous Expense:**

Miscellaneous expenses, including charges for business telephone calls, fax service, internet service, e-mail services, the cost of unusual or necessary services and supplies, vehicle parking, bridge tolls and any other justifiable business expense shall be considered operational expenses and shall not be reimbursed as "additional expenses".

**7. Claim Forms:**

Claims must include the date, destination, amount, and a brief description of service. Claims shall be filed promptly, no later than the end of the month following the month in which the travel and/or other necessary expenses occurred. **The COUNTY shall not issue any payment in advance.**

a. No reimbursement will be made for expenses without an accompanying receipt.

**8. Receipts:**

Reimbursement will only be authorized after submission of approved receipts. **Original receipts are required for reimbursement.** Original receipts must include the name of the establishment where service was provided and the date on which the service was rendered. Restaurant receipts must include the items ordered, as well as the total payment made. However, there may be rare occasions when providing an itemized receipt may not be possible due to the type and location of the restaurant. In this event, an original un-itemized receipt from the restaurant can be submitted.

**PROFESSIONAL SERVICES AGREEMENT**

for

**LAW ENFORCEMENT PRE-EMPLOYMENT BACKGROUND INVESTIGATION,  
INTERNAL AFFAIRS INVESTIGATION, AND CARRY CONCEALED WEAPON (CCW)  
PERMIT BACKGROUND INVESTIGATION SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**M. PINO & ASSOCIATES, INC.**



**TABLE OF CONTENTS**

| <b><u>SECTION HEADING</u></b>                             | <b><u>PAGE NUMBER</u></b> |
|---|---------------------------|
| 1. Description of Services.....                           | 3                         |
| 2. Period of Performance.....                             | 3                         |
| 3. Compensation.....                                      | 3                         |
| 4. Alteration or Changes to the Agreement .....           | 5                         |
| 5. Termination .....                                      | 5                         |
| 6. Ownership/Use of Contract Materials and Products ..... | 6                         |
| 7. Conduct of CONTRACTOR.....                             | 6                         |
| 8. Inspection of Service: Quality Control/Assurance ..... | 7                         |
| 9. Independent CONTRACTOR/Employment Eligibility .....    | 7                         |
| 10. Subcontract for Work or Services .....                | 9                         |
| 11. Disputes .....  | 9                         |
| 12. Licensing and Permits .....                           | 10                        |
| 13. Use by Other Political Entities .....                 | 10                        |
| 14. Non-Discrimination .....                              | 10                        |
| 15. Records and Documents .....                           | 10                        |
| 16. Confidentiality .....                                 | 11                        |
| 17. Administration/Contract Liaison.....                  | 11                        |
| 18. Notices.....  | 11                        |
| 19. Force Majeure.....                                    | 12                        |
| 20. EDD Reporting Requirements.....                       | 12                        |
| 21. Hold Harmless/Indemnification .....                   | 12                        |
| 22. Insurance .....                                       | 13                        |
| 23. General .....   | 16                        |
| Exhibit A-Scope of Service .....                          | 19                        |
| Exhibit B- Payment Provisions .....                       | 25                        |
| Exhibit C- Travel Reimbursement and Other Expenses.....   | 26                        |

This Agreement, made and entered into this 09 day of August 2019, by and between M. PINO & ASSOCIATES, INC., a California corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed seventy-five thousand (\$75,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.



3.2 All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

**Address for Pre-Employment Background Investigations Service**

Riverside County Sheriff's Department  
P.O. Box 592  
Riverside, CA 92502  
Attn: Personnel Bureau

**Address for Internal Affairs Investigations Service**

Riverside County Sheriff's Department  
4095 Lemon Street  
Riverside, CA 92501  
Attn: Professional Standards Bureau

**Address for Carry Concealed Weapons (CCW) Permit Investigations Service**

Riverside County Sheriff's Department  
4095 Lemon Street  
Riverside, CA 92501  
Attn: CCW

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-95353-004-06/24) quantities; item/service descriptions

with applicant's name, date of service, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the

event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central CONTRACTOR Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to

release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of CONTRACTOR**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or Subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

**7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent CONTRACTOR/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and Subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of

execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad

faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to

certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTORS, Subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall also serve as a liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:



**COUNTY OF RIVERSIDE**

Riverside County Sheriff's Department  
4095 Lemon Street  
Riverside, CA 92501  
Attn: Purchasing Unit

**CONTRACTOR**

M. Pino & Associates, Inc.  
27475 Ynez Road # 234  
Temecula, CA 92591

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, Subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend

the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S

performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-

insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.


23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

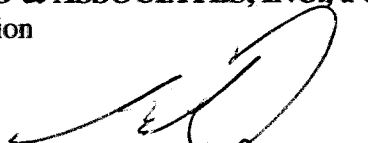
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By:   
Kevin Jeffries, Chairman  
Board of Supervisors

Dated: SEP 17 2019

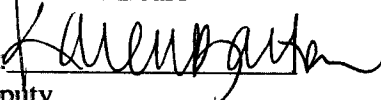
M. PINO & ASSOCIATES, INC., a California corporation

By:   
Name: Michael Pino  
Title: CEO

Dated: 08/09/2019


ATTEST:

Kecia Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By:   
Susanna Oh,  
Deputy County Counsel

**EXHIBIT A  
SCOPE OF SERVICES**

**A. PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS:**

COUNTY retains the CONTRACTOR to provide pre-employment background investigation service for applicant applying for law enforcement positions, including reports to the Sheriff's Personnel Unit. Without limiting the Scope of Services described herein, CONTRACTOR shall meet the service requirement outlined below.

**1. CONTRACTOR'S QUALIFICATIONS**

CONTRACTOR shall possess the following qualifications for the pre-employment background investigation service:

- a. Experience in pre-employment background investigations for safety personnel and non-safety personnel with local government and/or public sector within the last five (5) years in accordance with the Federal Fair Credit Reporting Act and California Investigative Consumer Reporting Agencies Act.
- b. Experience conducting bulk pre-employment background investigations for police academies within a compressed timeframe.
- c. CONTRACTOR shall have 36-hour of POST background school and at least two (2) year experience in POST background check.
- d. CONTRACTOR must possess a current Private Investigator License issued by the State of California Department of Consumer Affairs, Bureau of Security and Investigative Services.
- e. All background/reference checks must be made by CONTRACTOR with the appropriate licensure, credentials, training, and experience.
- f. CONTRACTOR must meet all insurance requirements

**2. CONTRACTOR RESPONSIBILITIES**

The CONTRACTOR responsibilities are as follow:

- a. Participate in background orientation/meeting before commencing with background investigations.
- b. Meet with the Sheriff's Department staff to discuss expectations, timelines, processes, and resources as needed.
- c. Present the manner and method of the investigations, including documents and forms used during the investigation process, for approval by Sheriff's Department prior to the commencement of the investigations.
- d. Provide thorough pre-employment background investigation services and process bulk background investigation simultaneously.
- e. Conduct background investigations in compliance with the provisions of the Federal Fair Credit Reporting Act and the California Investigative Consumer Reporting Agencies Act.
- f. Use only experienced and qualified investigators to conduct the background investigations; such experience should include significant experience in conducting background investigations for public safety classifications in public safety agencies, i.e. police officers and in compliance with California POST selection requirements when applicable.



- g. Collect and analyze applicant-screening information to facilitate the pre-employment background investigation process.
- h. Meet with candidates to review applicant-screening information and for discrepancy interviews.
- i. Prepare an executive summary for each investigation intended to be used by the Sheriff's Department for employment purposes only. Each executive summary must include a cover sheet explaining the accuracy of the information. Such summaries must be presented for approval by the Sheriff's Department prior to commencement of the investigations.
- j. Assure that executive summaries contain only factual information and comply with the Federal Fair Credit Reporting Act and California Investigative Consumer Reporting Agencies Act.
- k. Provide executive summaries from the commencement of the investigation or as required by the Sheriff's Department.
- l. Assume full responsibility for the accuracy of the executive summary content.
- m. Maintain the ability to provide services on an as-needed basis.
- n. Respond to complaints submitted by candidates regarding discrepancies with their executive summary reports.
- o. Conduct follow-up investigations and prepare addendums/modifications to executive summaries when required based on findings.

### **3. SCOPE OF SERVICES**

Based upon the Department's professional standard criteria, the pre-employment background investigation service shall include but not limited to, the following:

- a. Examine the candidate's application and/or resume, verifying accuracy, and identifying areas that need further investigation.
- b. Employment History: the employment history review includes verification of employment through the candidate's current and former employers over the past ten (10) years. Verifications of employment also include automated online verification systems provided by the Sheriff's Department.
- c. Education Review: the education review includes verification of high school, college, and/or vocational school records and graduation status.
- d. Personal and Professional References: the investigator will verify the candidate's personal and professional references.
- e. Department of Motor Vehicle (DMV) Records/Insurability: A DMV check will include a review of the candidate's driving record, licensure, and any applicable court cases and final dispositions. The investigator will also verify automobile insurance records.
- f. Certificates, Licenses, Accreditations, etc.: the candidate's credentials will be verified through the issuing entities for accuracy, status, and if complaints have been filed and final disposition.
- g. Military Records: the candidate's military records will be verified for accuracy through government verification resources/documentation including registration for Selective Service.
- h. Social Security Number (SSN) Verification: the candidate's SSN will be verified and validated through the appropriate Government website and whether any death claims have been filed through the SSN.
- i. Name Identification: the applicant's name will be researched and verified for accuracy including those applicants with maiden names.

#### **4. RECORD RETENTION**

During the AGREEMENT's term and for the period of two (2) years after the expiration, cancellation, or termination of this AGREEMENT, or any extension of it, CONTRACTOR shall:

- a. Keep and maintain, in their original form, all records or documents related to CONTRACTOR's performance of this AGREEMENT; and
- b. Permit COUNTY or its authorized representative, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, or transcribe all records or documents related to CONTRACTOR's performance of this AGREEMENT including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this AGREEMENT.

#### **B. INTERNAL AFFAIRS INVESTIGATIONS FOR LAW ENFORCEMENT PERSONNEL:**

##### **1. CONTRACTOR'S QUALIFICATION**

CONTRACTOR shall conduct Internal Affairs investigation that encompasses the following types: administrative and/or disciplinary investigations, which includes confidential employee investigations into allegations of misconduct, discrimination/harassment/retaliation complaints, violation of departmental rules and regulations, violation of state and/or federal laws, etc. Services will include conducting interviews, analyzing evidence and assessing witness credibility, summarizing the case in a written investigative report. CONTRACTOR must meet the following minimum qualifications:

- a. Experience in conducting investigations (i.e., allegations of employee misconduct, discrimination/ harassment complaints, etc.) with local government and/or public sector within the last five (5) years.
- b. A minimum of 5 years' verifiable experience conducting investigations
  - I. Of which, a minimum of 2 years' experience conducting administrative investigations for public agencies
  - II. Of which, a minimum of 1-year experience conducting administrative investigations in which the involved employee(s) are subject to the Peace Officers' Bill of Rights, as defined in California Government Code section 3300
- c. Ability to provide proof of California POST certified training related to Internal Affairs investigations
- d. Demonstrable knowledge of confidentiality laws related to peace officer personnel records.
- e. Must be a California licensed private investigator or attorney
- f. Must be willing to travel throughout Riverside County
- g. CONTRACTOR must meet all insurance requirements

##### **2. CONTRACTOR RESPONSIBILITIES**

The CONTRACTOR responsibilities are as follow:

- a. Meet with the Sheriff's staff to discuss expectations, timelines, processes, and resources as needed
- b. Present the manner and method of the investigations for approval by Sheriff's Department prior to the commencement of the investigations
- c. Provide thorough investigation services

- d. Use only experienced investigators to conduct the investigations; such experience should include significant experience in conducting investigations for public safety classifications in public safety agencies, i.e. police officers.
- e. Interview subjects, witnesses, complainants and applicable bargaining unit agreements.
- f. Record all interviews.
- g. Collect and analyze investigation-related information to facilitate the investigation process.
- h. Provide investigation reports, to include findings and supporting documentations within the estimated timeframe as agreed upon between Sheriff and the investigator in charge.
- i. Commitment to participate in subsequent arbitration and/or court hearings, as applicable.
- j. Provide testimony transcriptions and summary reports when requested.
- k. Ability to provide references from public agencies for which administrative investigations have been
- l. Assume full responsibility for the accuracy of the investigation and meet with Sheriff's staff and/or other authorized parties to discuss investigation as needed.
- m. Maintain the ability to provide services on an as-needed basis.
- n. Conduct follow-up investigations and prepare addendums/modifications to summaries and/or reports when required based on findings.

### **3. RECORD RETENTION**

During the AGREEMENT's term and for the period of two (2) years after the expiration, cancellation, or termination of this AGREEMENT, or any extension of it, CONTRACTOR shall:

- a. Keep and maintain, in their original form, all records or documents related to CONTRACTOR's performance of this AGREEMENT; and
- b. Permit COUNTY or its authorized representative, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, or transcribe all records or documents related to CONTRACTOR's performance of this AGREEMENT including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this AGREEMENT.

### **C. CARRY CONCEALED WEAPON (CCW) PERMIT BACKGROUND INVESTIGATIONS FOR PUBLIC APPLICANTS:**

#### **1. CONTRACTOR QUALIFICATION**

The Sheriff issues a concealed weapon license to law-abiding residents of Riverside County who comply with the provisions of Penal Code Section 26150(a). In accordance to this code and subject to the Department procedures, any resident of Riverside County may submit an application to the Sheriff's CCW Unit. Each applicant must be interviewed and investigated to determine residency, moral character, and good cause as part of their eligibility assessment. CONTRACTOR performing this duty shall meet and comply to the following service requirement:

- a. Seasoned law enforcement retiree with a minimum of ten (10) years' experience with knowledge of firearms, firearm laws, interviewing and conducting investigative work.
- b. Meet with the Sheriff's Department staff to discuss expectations, timelines, processes, and resources as needed.

- c. Provide thorough background investigation services and process bulk background investigation simultaneously.
- d. Collect and analyze applicant-screening information to facilitate the investigation process for CCW permit.
- e. Meet with applicants to interview and review applicant-screening information and for discrepancy.
- f. Assume full responsibility for the accuracy of the executive summary content.
- g. Maintain the ability to provide services on an as-needed basis.
- h. Conduct follow-up investigations and prepare addendums/modifications to executive summaries when required based on findings.

## **2. SCOPE OF SERVICE**

As part of the Department standard criteria, CONTRACTORs shall review, but not limited to, the following documents when assessing and determining the applicant eligibility:

- a. Copy of birth certificate or naturalization papers
- b. Copy of valid driver's license
- c. Proof of Riverside County residency (utility bills)
- d. Letter of character references
- e. Military discharge DD214
- f. Recent passport photo
- g. Applicant's firearms experience questionnaire
- h. Department of Justice CCW Application
- i. Partnership/corporate offices statement of authorization
- j. Proof of Employer-employee relationship (last 2 paychecks)

## **3. RECORD RETENTION**

During the AGREEMENT's term and for the period of two (2) years after the expiration, cancellation, or termination of this AGREEMENT, or any extension of it, CONTRACTOR shall:

- a. Keep and maintain, in their original form, all records or documents related to CONTRACTOR's performance of this AGREEMENT.
- b. Permit COUNTY or its authorized representative, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, or transcribe all records or documents related to CONTRACTOR's performance of this AGREEMENT including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this AGREEMENT.

## **D. ADDITIONAL CONTRACT REQUIREMENTS**

- 1. Mutual Covenants:** The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and fair dealing".

2. **Agreement Exclusivity:** This is not an exclusive agreement. The COUNTY reserves the right to enter into an agreement with other contractors for the same or similar services. The COUNTY does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this agreement.

**EXHIBIT B  
PAYMENT PROVISIONS**

**A. Service Rate:** CONTRACTOR's all-inclusive cost includes, but not limited to, the following: administration, travel, fuel, mileage, report, materials and operating cost related to the pre-employment background investigation service. CONTRACTOR shall charge the following rate:

| <b>SERVICE DESCRIPTION</b>                         | <b>UNIT</b> | <b>RATE</b> |
|--|-------------|-------------|
| Pre-Employment Background Investigations Service   | Per Case    | \$1,400     |
| Pre-Employment Background Investigations Service   | Per Hour    | \$70        |
| Internal Affairs Background Investigations Service | Per Case    | \$4,200     |
| Internal Affairs Background Investigations Service | Per Hour    | \$70        |
| CCW Applicant Background Investigations Service    | Per Case    | \$420       |
| CCW Applicant Background Investigations Service    | Per Hour    | \$70        |

**B. Early Disqualification for Pre-Employment Background Check:** When an applicant is determined to be disqualified in the initial stage of the background investigation service, CONTRACTOR shall only charge the COUNTY the hourly rate for time spent doing the applicant's background investigation.

**C. Travel Outside of 60 Miles Radius:**

1. Pre-authorization to travel must be obtained and approved by Sheriff's Personnel Unit. Travel reimbursement shall apply for travel outside the 60 miles radius from CONTRACTOR's business address.
2. The COUNTY's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for a private vehicle. Changes to the rate will be concurrent with the effective date provided by the Internal Revenue Service. Private mileage claim reimbursements information must be attached (i.e. mapquest) to the invoice.
3. For all other reimbursable expenses, please see Exhibit C: Travel Reimbursement and Other expenses for detail. **Please note: All out-of-state travel must be pre-approved by Sheriff's Personnel Unit.**
4. In the event where an applicant's background investigation will require multiple travels, the base price per case can be negotiated between both parties. Pre-approval will be done on a case-by-case basis.

**EXHIBIT C  
TRAVEL REIMBURSEMENT AND OTHER EXPENSES**

**All out-of-state travel must be pre-approved by Sheriff's Personnel Unit.** Any expense accrued without approval shall be considered unauthorized and will not be reimbursed by the COUNTY. In this section, the COUNTY provides the service requirement the CONTRACTOR must meet to qualify for cost reimbursement.

**1. Meals:**

Actual cost, not to exceed \$51 per day, shall be allowed for meals related to the performance of background investigation of an applicant, and related assignments that **require an overnight stay.** Meals for a single day work will not be reimbursed.

The maximum reimbursement for meals (breakfast, lunch and dinner) is \$51 per day, inclusive of taxes and tips paid. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed even if the meal cost is less than the maximum reimbursement rate.

- a. Reimbursement will only be authorized after submission of approved receipts. Receipts must include the date, restaurant name and location, the itemized meal purchased, meal amount, and the reasonable tip paid, not to exceed 20%. An un-itemized restaurant receipt will be accepted only if the restaurant does not provide an itemized receipt.
- b. All receipts shall be attached to the invoices to reflect the charge(s) appeared on the invoice. **Credit/debit card receipts and tear off receipts will not be accepted.**
- c. No reimbursement shall be made for alcoholic beverages of any kind.
- d. As a general rule, no reimbursement for meals will be made for same day travel. Reimbursement will only be granted when it is not reasonable for CONTRACTOR to provide their own meal. Special situations may be considered on a case-by-case basis.

**2. Lodging:**

Reimbursement for actual lodging cost, not to exceed \$159 per night inclusive of all occupancy, accommodation, and other room related taxes and fees, is allowed. For lodging in high cost cities, as defined by the Internal Revenue Service (e.g., San Francisco), actual cost allowed not to exceed \$239 per night. Lodging costs exceeding the established limit may be reimbursed at a higher rate if the CONTRACTOR submits a written memo by explaining the reason for the expense. This must be pre-approved by the Sheriff's Personnel Unit.

- a. Only the single occupancy rate may be claimed for the reimbursement.
- b. Approval of lodging may apply should CONTRACTOR be required to drive more than 8 hours one way from their location of business. CONTRACTOR must include a supporting document such as the applicant's residential information, etc.

**3. Transportation:**

Actual cost of common carrier services, including taxicabs, and car rentals, when necessary shall be allowed. CONTRACTOR will utilize on-line travel services and secure the least expensive flights and car rental arrangements possible. Reservations for air transportation should be booked as early as is reasonable to take advantage of lower cost air fares.

Upon request from the Sheriff's Personnel Unit, supporting documentation proving that the least expensive option was utilized may be requested.

**4. Rental Cars:**

Actual costs evidenced by an original, dated receipt and inclusive of all related taxes and other rental fees should be submitted along with actual gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle. No rental car reimbursement will be made for cars above the mid-range size. This information must be documented in the reimbursement information.

The purchase of Loss Damage Waiver (LDW) is mandatory so the CONTRACTOR is not held responsible for damage (under normal circumstances) to the rental vehicle and such cost will be reimbursed.

**5. Private Automobile:**

The COUNTY's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for a private vehicle. Changes to the rate will be concurrent with the effective date provided by the Internal Revenue Service. **Private mileage is calculated from the CONTRACTOR's work location to the location (applicant's location or an agreed upon location between the applicant and CONTRACTOR) and from the location back to the work location.**

- a. The Sheriff may authorize use of a private vehicle for the convenience of the driver, instead of more economical travel by air. Reimbursement shall not exceed the cost of the usual airfare plus related subsistence and surface common carrier expenses. CONTRACTOR must justify the mileage with a map printout (route taken must use the least mileage).
- b. The private vehicle must be insured to at least the minimum limits required by the State of California, or if registered/licensed out of state, the insurance must be equal to or greater than the minimum limits required by the State of California.

**6. Miscellaneous Expense:**

Miscellaneous expenses, including charges for business telephone calls, fax service, internet service, e-mail services, the cost of unusual or necessary services and supplies, vehicle parking, bridge tolls and any other justifiable business expense shall be considered operational expenses and shall not be reimbursed as "additional expenses".

**7. Claim Forms:**

Claims must include the date, destination, amount, and a brief description of service. Claims shall be filed promptly, no later than the end of the month following the month in which the travel and/or other necessary expenses occurred. **The COUNTY shall not issue any payment in advance.**



- a. No reimbursement will be made for expenses without an accompanying receipt.

**8. Receipts:**

Reimbursement will only be authorized after submission of approved receipts. **Original receipts are required for reimbursement.** Original receipts must include the name of the establishment where service was provided and the date on which the service was rendered. Restaurant receipts must include the items ordered, as well as the total payment made. However, there may be rare occasions when providing an itemized receipt may not be possible due to the type and location of the restaurant. In this event, an original un-itemized receipt from the restaurant can be submitted.

**PROFESSIONAL SERVICE AGREEMENT**

for

**LAW ENFORCEMENT PRE-EMPLOYMENT BACKGROUND  
INVESTIGATION SERVICE**

between

**COUNTY OF RIVERSIDE**

and

**JON T. STRASH**



**TABLE OF CONTENTS**

| <b><u>SECTION HEADING</u></b>                             | <b><u>PAGE NUMBER</u></b> |
|---|---------------------------|
| 1. Description of Services.....                           | 3                         |
| 2. Period of Performance.....                             | 3                         |
| 3. Compensation.....                                      | 3                         |
| 4. Alteration or Changes to the Agreement .....           | 5                         |
| 5. Termination .....                                      | 5                         |
| 6. Ownership/Use of Contract Materials and Products ..... | 6                         |
| 7. Conduct of CONTRACTOR .....                            | 6                         |
| 8. Inspection of Service: Quality Control/Assurance ..... | 7                         |
| 9. Independent CONTRACTOR/Employment Eligibility .....    | 7                         |
| 10. Subcontract for Work or Services .....                | 9                         |
| 11. Disputes .....  | 9                         |
| 12. Licensing and Permits .....                           | 10                        |
| 13. Use by Other Political Entities .....                 | 10                        |
| 14. Non-Discrimination .....                              | 10                        |
| 15. Records and Documents .....                           | 10                        |
| 16. Confidentiality .....                                 | 11                        |
| 17. Administration/Contract Liaison.....                  | 11                        |
| 18. Notices.....  | 11                        |
| 19. Force Majeure.....                                    | 12                        |
| 20. EDD Reporting Requirements.....                       | 12                        |
| 21. Hold Harmless/Indemnification .....                   | 12                        |
| 22. Insurance .....                                       | 13                        |
| 23. General .....   | 16                        |
| Exhibit A-Scope of Service.....                           | 19                        |
| Exhibit B- Payment Provisions .....                       | 22                        |
| Exhibit C- Travel Reimbursement and Other Expenses.....   | 23                        |

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between JON T. STRASH, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed thirty thousand (\$30,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff's Department  
P.O. Box 592  
Riverside, CA 92502  
Attn: Personnel Bureau

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-95353-006-06/24) quantities; item/service descriptions with applicant's name, date of service, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central CONTRACTOR Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of CONTRACTOR**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or Subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent CONTRACTOR/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and Subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall



be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing

requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material

requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTORS, Subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall also serve as a liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Riverside County Sheriff's Department  
4095 Lemon Street  
Riverside, CA 92501  
Attn: Purchasing Unit

**CONTRACTOR**

Jon T. Strash  
2209 E. Baseline Road, Ste# 300-305  
Claremont, CA 91711

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, Subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice

shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**



**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).


**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

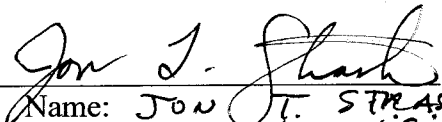
23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

JON T. STRASH

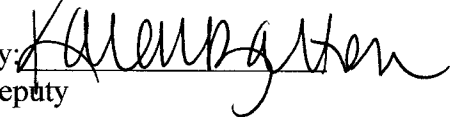
By:   
Kevin Jeffries, Chairman  
Board of Supervisors

By:   
Name: JON T. STRASH  
Title: Owner / Qualified Mgr.

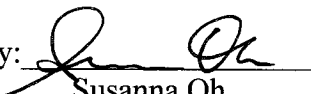
Dated: SEP 17 2019

Dated: Aug. 23, 2019

ATTEST:  
Kecia Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Susanna Oh,  
Deputy County Counsel

**EXHIBIT A  
SCOPE OF SERVICES**

**A. PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS:**

COUNTY retains the CONTRACTOR to provide pre-employment background investigation service for applicant applying for law enforcement positions, including reports to the Sheriff's Personnel Unit. Without limiting the Scope of Services described herein, CONTRACTOR shall meet the service requirement outlined below.

**1. CONTRACTOR'S QUALIFICATIONS**

CONTRACTOR shall possess the following qualifications for the pre-employment background investigation service:

- a. Experience in pre-employment background investigations for safety personnel and non-safety personnel with local government and/or public sector within the last five (5) years in accordance with the Federal Fair Credit Reporting Act and California Investigative Consumer Reporting Agencies Act.
- b. Experience conducting bulk pre-employment background investigations for police academies within a compressed timeframe.
- c. CONTRACTOR shall have 36-hour of POST background school and at least two (2) year experience in POST background check.
- d. CONTRACTOR must possess a current Private Investigator License issued by the State of California Department of Consumer Affairs, Bureau of Security and Investigative Services.
- e. All background/reference checks must be made by CONTRACTOR with the appropriate licensure, credentials, training, and experience.
- f. CONTRACTOR must meet all insurance requirements

**2. CONTRACTOR RESPONSIBILITIES**

The CONTRACTOR responsibilities are as follow:

- a. Participate in background orientation/meeting before commencing with background investigations.
- b. Meet with the Sheriff's Department staff to discuss expectations, timelines, processes, and resources as needed.
- c. Present the manner and method of the investigations, including documents and forms used during the investigation process, for approval by Sheriff's Department prior to the commencement of the investigations.
- d. Provide thorough pre-employment background investigation services and process bulk background investigation simultaneously.
- e. Conduct background investigations in compliance with the provisions of the Federal Fair Credit Reporting Act and the California Investigative Consumer Reporting Agencies Act.
- f. Use only experienced and qualified investigators to conduct the background investigations; such experience should include significant experience in conducting background investigations for public safety classifications in public safety agencies, i.e. police officers and in compliance with California POST selection requirements when applicable.

- g. Collect and analyze applicant-screening information to facilitate the pre-employment background investigation process.
- h. Meet with candidates to review applicant-screening information and for discrepancy interviews.
- i. Prepare an executive summary for each investigation intended to be used by the Sheriff's Department for employment purposes only. Each executive summary must include a cover sheet explaining the accuracy of the information. Such summaries must be presented for approval by the Sheriff's Department prior to commencement of the investigations.
- j. Assure that executive summaries contain only factual information and comply with the Federal Fair Credit Reporting Act and California Investigative Consumer Reporting Agencies Act.
- k. Provide executive summaries from the commencement of the investigation or as required by the Sheriff's Department.
- l. Assume full responsibility for the accuracy of the executive summary content.
- m. Maintain the ability to provide services on an as-needed basis.
- n. Respond to complaints submitted by candidates regarding discrepancies with their executive summary reports.
- o. Conduct follow-up investigations and prepare addendums/modifications to executive summaries when required based on findings.

### 3. SCOPE OF SERVICES

Based upon the Department's professional standard criteria, the pre-employment background investigation service shall include but not limited to, the following:

- a. Examine the candidate's application and/or resume, verifying accuracy, and identifying areas that need further investigation.
- b. Employment History: the employment history review includes verification of employment through the candidate's current and former employers over the past ten (10) years. Verifications of employment also include automated online verification systems provided by the Sheriff's Department.
- c. Education Review: the education review includes verification of high school, college, and/or vocational school records and graduation status.
- d. Personal and Professional References: the investigator will verify the candidate's personal and professional references.
- e. Department of Motor Vehicle (DMV) Records/Insurability: A DMV check will include a review of the candidate's driving record, licensure, and any applicable court cases and final dispositions. The investigator will also verify automobile insurance records.
- f. Certificates, Licenses, Accreditations, etc.: the candidate's credentials will be verified through the issuing entities for accuracy, status, and if complaints have been filed and final disposition.
- g. Military Records: the candidate's military records will be verified for accuracy through government verification resources/documentation including registration for Selective Service.
- h. Social Security Number (SSN) Verification: the candidate's SSN will be verified and validated through the appropriate Government website and whether any death claims have been filed through the SSN.
- i. Name Identification: the applicant's name will be researched and verified for accuracy including those applicants with maiden names.

**4. RECORD RETENTION**

During the AGREEMENT's term and for the period of two (2) years after the expiration, cancellation, or termination of this AGREEMENT, or any extension of it, CONTRACTOR shall:

- a. Keep and maintain, in their original form, all records or documents related to CONTRACTOR's performance of this AGREEMENT; and
- b. Permit COUNTY or its authorized representative, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, or transcribe all records or documents related to CONTRACTOR's performance of this AGREEMENT including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this AGREEMENT.

**B. ADDITIONAL CONTRACT REQUIREMENTS**

1. **Mutual Covenants:** The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and fair dealing".
2. **Agreement Exclusivity:** This is not an exclusive agreement. The COUNTY reserves the right to enter into an agreement with other contractors for the same or similar services. The COUNTY does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this agreement.

**EXHIBIT B  
PAYMENT PROVISIONS**

**A. Service Rate:** CONTRACTOR's all-inclusive cost includes, but not limited to, the following: administration, travel, fuel, mileage, report, materials and operating cost related to the pre-employment background investigation service. CONTRACTOR shall charge the following rate:

| SERVICE DESCRIPTION                              | UNIT     | RATE    |
|--|----------|---------|
| Pre-Employment Background Investigations Service | Per Case | \$1,500 |
| Pre-Employment Background Investigations Service | Per Hour | \$50    |

**B. Early Disqualification for Pre-Employment Background Check:** When an applicant is determined to be disqualified in the initial stage of the background investigation service, CONTRACTOR shall only charge the COUNTY the hourly rate for time spent doing the applicant's background investigation.

**C. Travel Outside of 60 Miles Radius:**

1. Pre-authorization to travel must be obtained and approved by Sheriff's Personnel Unit. Travel reimbursement shall apply for travel outside the 60 miles radius from CONTRACTOR's business address.
2. The COUNTY's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for a private vehicle. Changes to the rate will be concurrent with the effective date provided by the Internal Revenue Service. Private mileage claim reimbursements information must be attached (i.e. mapquest) to the invoice.
3. For all other reimbursable expenses, please see Exhibit C: Travel Reimbursement and Other expenses for detail. **Please note: All out-of-state travel must be pre-approved by Sheriff's Personnel Unit.**
4. In the event where an applicant's background investigation will require multiple travels, the base price per case can be negotiated between both parties. Pre-approval will be done on a case-by-case basis.

**EXHIBIT C  
TRAVEL REIMBURSEMENT AND OTHER EXPENSES**

**All out-of-state travel must be pre-approved by Sheriff's Personnel Unit.** Any expense accrued without approval shall be considered unauthorized and will not be reimbursed by the COUNTY. In this section, the COUNTY provides the service requirement the CONTRACTOR must meet to qualify for cost reimbursement.

**1. Meals:**

Actual cost, not to exceed \$51 per day, shall be allowed for meals related to the performance of background investigation of an applicant, and related assignments that **require an overnight stay.** Meals for a single day work will not be reimbursed.

The maximum reimbursement for meals (breakfast, lunch and dinner) is \$51 per day, inclusive of taxes and tips paid. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed even if the meal cost is less than the maximum reimbursement rate.

- a. Reimbursement will only be authorized after submission of approved receipts. Receipts must include the date, restaurant name and location, the itemized meal purchased, meal amount, and the reasonable tip paid, not to exceed 20%. An un-itemized restaurant receipt will be accepted only if the restaurant does not provide an itemized receipt.
- b. All receipts shall be attached to the invoices to reflect the charge(s) appeared on the invoice. **Credit/debit card receipts and tear off receipts will not be accepted.**
- c. No reimbursement shall be made for alcoholic beverages of any kind.
- d. As a general rule, no reimbursement for meals will be made for same day travel. Reimbursement will only be granted when it is not reasonable for CONTRACTOR to provide their own meal. Special situations may be considered on a case-by-case basis.

**2. Lodging:**

Reimbursement for actual lodging cost, not to exceed \$159 per night inclusive of all occupancy, accommodation, and other room related taxes and fees, is allowed. For lodging in high cost cities, as defined by the Internal Revenue Service (e.g., San Francisco), actual cost allowed not to exceed \$239 per night. Lodging costs exceeding the established limit may be reimbursed at a higher rate if the CONTRACTOR submits a written memo by explaining the reason for the expense. This must be pre-approved by the Sheriff's Personnel Unit.

- a. Only the single occupancy rate may be claimed for the reimbursement.
- b. Approval of lodging may apply should CONTRACTOR be required to drive more than 8 hours one way from their location of business. CONTRACTOR must include a supporting document such as the applicant's residential information, etc.



**3. Transportation:**

Actual cost of common carrier services, including taxicabs, and car rentals, when necessary shall be allowed. CONTRACTOR will utilize on-line travel services and secure the least expensive flights and car rental arrangements possible. Reservations for air transportation should be booked as early as is reasonable to take advantage of lower cost air fares.

Upon request from the Sheriff's Personnel Unit, supporting documentation proving that the least expensive option was utilized may be requested.

**4. Rental Cars:**

Actual costs evidenced by an original, dated receipt and inclusive of all related taxes and other rental fees should be submitted along with actual gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle. No rental car reimbursement will be made for cars above the mid-range size. This information must be documented in the reimbursement information.

The purchase of Loss Damage Waiver (LDW) is mandatory so the CONTRACTOR is not held responsible for damage (under normal circumstances) to the rental vehicle and such cost will be reimbursed.

**5. Private Automobile:**

The COUNTY's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for a private vehicle. Changes to the rate will be concurrent with the effective date provided by the Internal Revenue Service. **Private mileage is calculated from the CONTRACTOR's work location to the location (applicant's location or an agreed upon location between the applicant and CONTRACTOR) and from the location back to the work location.**

- a. The Sheriff may authorize use of a private vehicle for the convenience of the driver, instead of more economical travel by air. Reimbursement shall not exceed the cost of the usual airfare plus related subsistence and surface common carrier expenses. CONTRACTOR must justify the mileage with a map printout (route taken must use the least mileage).
- b. The private vehicle must be insured to at least the minimum limits required by the State of California, or if registered/licensed out of state, the insurance must be equal to or greater than the minimum limits required by the State of California.

**6. Miscellaneous Expense:**

Miscellaneous expenses, including charges for business telephone calls, fax service, internet service, e-mail services, the cost of unusual or necessary services and supplies, vehicle parking, bridge tolls and any other justifiable business expense shall be considered operational expenses and shall not be reimbursed as "additional expenses".

**7. Claim Forms:**

Claims must include the date, destination, amount, and a brief description of service. Claims shall be filed promptly, no later than the end of the month following the month in which the travel and/or other necessary expenses occurred. **The COUNTY shall not issue any payment in advance.**

a. No reimbursement will be made for expenses without an accompanying receipt.

**8. Receipts:**

Reimbursement will only be authorized after submission of approved receipts. **Original receipts are required for reimbursement.** Original receipts must include the name of the establishment where service was provided and the date on which the service was rendered. Restaurant receipts must include the items ordered, as well as the total payment made. However, there may be rare occasions when providing an itemized receipt may not be possible due to the type and location of the restaurant. In this event, an original un-itemized receipt from the restaurant can be submitted.