

## AMENDMENT #3

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### AMENDMENT #3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & URETSKY SECURITY

**THIS AMENDMENT** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of background clearances for applicants applying for positions within the Monterey County Sheriff's Office, by and between **URETSKY SECURITY**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to extend the agreement for two (2) additional years, and to add sufficient funding (\$470,000) for the additional two (2) years;

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2., "PAYMENT PROVISIONS"** shall be amended by removing "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$190,000", **and replacing it with** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$660,000".
2. **Section 3., "TERM OF AGREEMENT"**, shall be amended by removing "The term of this Agreement is from **September 24, 2014 to September 23, 2017**, unless sooner terminated pursuant to the terms of this Agreement", **and replacing it with** "The term of this Agreement is from **September 24, 2014 to September 23, 2019**, unless sooner terminated pursuant to the terms of this Agreement".
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated September 24<sup>th</sup>, 2014.

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Uretsky Security (Background Clearances)

Amount: \$660,000.00

Term: September 24, 2014 to September 23, 2019

**AMENDMENT #3**

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By: Nick C.  
Signature of Chair, President, or  
Vice-President

Dated: \_\_\_\_\_

Nicholas Cina, Partner  
Printed Name and Title

*Approved as to Fiscal Provisions:*

Dated: 7/5/16

\_\_\_\_\_  
Deputy Auditor/Controller

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Dated: \_\_\_\_\_

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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Uretsky Security (Background Clearances)

Amount: \$660,000.00

Term: September 24, 2014 to September 23, 2019

AMENDMENT #3

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: Nick C  
Signature of Chair, President, or  
Vice-President

Dated:

Nicholas Cina, Partner  
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 7/5/16

Deputy Auditor/Controller

By:  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Dated:

7-7-16

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated:

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

7/7/16

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Uretsky Security (Background Clearances)

Amount: \$660,000.00

Term: September 24, 2014 to September 23, 2019



# Monterey County

## Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Agreement No.: A-12939

Upon motion of Supervisor Potter, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

Amended and authorized the Contracts Purchasing Officer or Contracts Purchasing Supervisor to execute Amendment #2 to the Standard Agreement between Uretsky Security and the Monterey County Sheriff's Office, adding \$95,000 to the agreement, for a total not to exceed amount of \$190,000.

PASSED AND ADOPTED on this 22nd day of September 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on September 22, 2015.

Dated: September 25, 2015  
File ID: 15-0973

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy



# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Report

Legistar File Number: 15-0973

September 22, 2015

**Introduced:** 8/31/2015

**Current Status:** Consent Agenda

**Version:** 1

**Matter Type:** General Agenda Item

Amend and authorize the Contracts Purchasing Officer or Contracts Purchasing Supervisor to execute Amendment #2 to the Standard Agreement between Uretsky Security and the Monterey County Sheriff's Office, adding \$95,000 to the agreement, for a total not to exceed amount of \$190,000.

### RECOMMENDATION:

It is recommended that the Board of Supervisors amend and authorize the Contracts Purchasing Officer or Contracts Purchasing Supervisor to execute Amendment #2 to the Standard Agreement between Uretsky Security and the Monterey County Sheriff's Office, adding \$95,000 to the agreement, for a total not to exceed amount of \$190,000.

### SUMMARY/DISCUSSION:

The Monterey County Sheriff's Office (MCSO) is required to perform background checks on all personnel. Peace officer candidates have minimum selection standards as detailed in Government Code Sections 1029-1031.2. Additional restrictions are placed on peace officers by Penal Code 29805, which states that those who have committed specific misdemeanors cannot possess a firearm for ten (10) years, and thereby, disqualifying an applicant from being a peace officer. United States Code Title 18 Section (d) (9) states that those convicted of offenses containing the elements of domestic violence cannot possess a firearm, which would also disqualify a candidate from consideration.

The Commission on Police Officer Standards has terms that must be met by all candidates, as delineated in Commission Regulations 1950-1955. These regulations cover citizenship requirements, age, education, clearances based on fingerprints, reading and writing tests, oral interviews, medical and psychological evaluations and background checks. The background check portion of these standards requires the Sheriff's Office to collect and review personal history statements, past employment, driving records, credit history, military service, and previous residence and tenancy history.

The Sheriff's Office hires deputies in cohorts, so that they can complete the Police Academy together and start work at the same time. All first year officers must take several Police Officer Standards and Training (POST) courses and the cohort grouping enables the Sheriff's Office to supply this training in a cost effective manner.

The Sheriff's Office has a small part-time staff of background researchers, but they cannot complete all the work required during a large recruitment, hence the need for this contract. The Sheriff's Office has used Uretsky Security for many years to provide background investigations. Our pool of local vendors is getting smaller, and we are requesting the ability to add to this

standard agreement to compensate for the reduction of capacity in the community.

A copy of this agreement is on file at the offices of the Clerk of the Monterey County Board of Supervisors.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed as to legal content, and the Auditor-Controller has reviewed as to fiscal provisions.

FINANCING:

There will be no increase in the General Fund Contribution as a result of this board action. The cost was anticipated and included in the Fiscal Year 2015-16 Sheriff's Approved Budget.

Prepared by: Nina Ryan, Management Specialist, ext. 3708

Approved by: Stephen Bernal, Sheriff, ext. 3725

Attachments:

County of Monterey Standard Agreement Amendment #2 between the County of Monterey and Uretsky Security, Background Services

**AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT  
COUNTY OF MONTEREY & URETSKY SECURITY**

**THIS AMENDMENT** is made to the AGREEMENT for background clearances for applicants applying for positions within the Monterey County Sheriff's office, services by and between **URETSKY SECURITY**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total amount of the AGREEMENT due to increased usage of this vendor's services for background clearances; and

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2.0., " **PAYMENT PROVISIONS**" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this agreement is not to exceed the sum of \$95,000*", and replacing it with, "*The total amount payable by County to CONTRACTOR under this agreement is not to exceed the sum of \$190,000.00*".
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on 09/24/2014

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Debra Wilton  
Contracts/Purchasing Officer

Dated: October 26, 2015

Approved as to Fiscal Provisions:  
[Signature]  
Deputy Auditor/Controller

Dated: 9-8-15

Approved as to Liability Provisions:

Risk Management

Dated: \_\_\_\_\_

Approved as to Form:  
[Signature]  
Deputy County Counsel

Dated: 9/4/2015

CONTRACTOR

By: Nick C.  
Signature of Chair, President, or  
Vice-President

Nicholas Cima, Partner  
Printed Name and Title

Dated: 9/14/15

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Printed Name and Title

Dated: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By: \_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

*Approved as to Fiscal Provisions:*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Deputy Auditor/Controller

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Dated: \_\_\_\_\_

9-8-15

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_

9/14/2015

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**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT  
COUNTY OF MONTEREY & URETSKY SECURITY**

**THIS AMENDMENT** is made to the AGREEMENT for background clearances for applicants applying for positions within the Monterey County Sheriff's office, services by and between **URETSKY SECURITY**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to add an additional year to the agreement, and to amend Exhibit A to clarify costs and scope and to increase the total amount of the AGREEMENT due to the changes in duration and costs as outlined on Exhibit A-1;

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3.0., "TERM OF AGREEMENT" shall be amended by removing paragraph 3.01, "*The term of this Agreement is from 09/24/14 to 09/23/16, unless sooner terminated pursuant to the terms of this Agreement*", and replacing it with "*The term of this Agreement is from 09/24/2014 to 09/23/2017, unless sooner terminated pursuant to the terms of this Agreement.*"
2. Section 2.0., "PAYMENT PROVISIONS" shall be amended by removing paragraph 2.01, "*County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this agreement is not to exceed the sum of \$30,000*", and replacing it with "*County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this agreement is not to exceed the sum of \$95,000.00*".
3. EXHIBIT A – Scope of Services shall be amended to clarify service offerings and pricing as per EXHIBIT A1 Revised per Amendment #1 attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on 09/24/2014

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below

MONTEREY COUNTY-

Debra Wilber  
Contracts/Purchasing Officer

Dated: 6/23/15

Approved as to Fiscal Provisions:

Donnelly  
Deputy Auditor/Controller

Dated: 6/19/15

Approved as to Liability Provisions:

Risk Management

Dated: \_\_\_\_\_

Approved as to Form:

[Signature]  
Deputy County Counsel

Dated: 6/18/2015

CONTRACTOR

By: [Signature]  
Signature of Chair, President, or  
Vice-President

Nicholas Conn, Partner  
Printed Name and Title

Dated: 6/10/15

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Printed Name and Title

Dated: \_\_\_\_\_

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Revised EXHIBIT-A1

To Agreement by and between  
County of Monterey, hereinafter referred to as "County" and  
Uretsky Security, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

**Provide Complete Background Investigation and Report**

Using Peace Officer Standards and Training Guidelines, produce report that covers in-depth interview with candidate and review of Personal History Statement; investigation shall include criminal check, verification of citizenship, education, Department of Motor Vehicles record, financial and military history and other applicable legal documents; civil court records search; contact with neighbors, relatives, references; contact with current and past employers and co-workers; review of available personnel files, academy files; and other relevant documents; status of applications with other law enforcement agencies where candidate has sought history in past two years.

**Provide Preliminary Background Investigation and Report**

Used for cases where an applicant is disqualified for hire or where the County, at its sole discretion, chooses not to continue forward with the hire.

- A.2 CONTRACTOR shall produce the following deliverables by the dates indicated below:

Complete Background Written reports shall be due within 15 days of completion of background check.

Preliminary Background Reports shall be due within 15 days of the decision not to continue forward with hire or from the date candidate is disqualified for hire.

Invoices shall be submitted to the County on a monthly basis for completed work.

All written reports required under this Agreement must be delivered to Commander in Charge of Professional Standards, County's Contract Manager, in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$ 95,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**Background Investigation and Report** \$1,300.00 per report  
*(This all inclusive fee covers Notary fees, DMV and credit reports, insurance, mailings, and all things necessary other than travel required to complete this report)*

**Preliminary Background Investigation and Report** \$450.00 per report  
*(This all inclusive fee covers Notary fees, DMV and credit reports, insurance, mailings, and all things necessary other than travel required to complete this report)*

**Out of Tri-County Area Travel** \$65.00 per hour  
*(Tri County is defined as Monterey, San Benito and Santa Clara counties) (All-inclusive Rate)*

**Mileage** At current IRS approved rate  
*(Portal to Portal from CONTRACTOR's place of Business)*

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses for airfare or overnight stays during this Agreement. All travel requiring airfare, hotel or car rental reimbursement must be pre-approved by the Commander in charge of Professional Standards. CONTRACTOR shall receive compensation for airfare, hotel and car rental expenses only as per the "County Travel Policy". A copy of the policy is available online at [www.co.monterey.ca.us/auditor/policies.htm](http://www.co.monterey.ca.us/auditor/policies.htm). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and for which background investigation. No meals, incidentals, tolls, parking, or other expense shall be reimbursed under this agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

## B.2 CONTRACTORS BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of each deliverable. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**COUNTY OF MONTEREY STANDARD AGREEMENT**  
**(NOT TO EXCEED \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Uretsky Security

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide** law enforcement background investigations for employment candidates using California Post standards

**2.0 PAYMENT PROVISIONS.**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 30,000.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from 9/24/14 to 9/23/16, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A    Scope of Services/Payment Provisions**

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of



CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## 9.0 INSURANCE REQUIREMENTS.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10.01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
<p>Cmdr. Thornburg</p>	<p>William Uretsky</p>
<p>Name and Title 1414 Natividad Rd. Salinas, CA 93906</p>	<p>Name and Title 201-D Calle Del Oaks Del Rey Oaks, Ca 93940</p>
<p>Address</p>	<p>Address</p>
<p>831-755-3761</p>	<p>831-905-6147</p>
<p>Phone</p>	<p>Phone</p>

**15.0 MISCELLANEOUS PROVISIONS.**

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

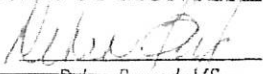
-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

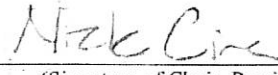
CONTRACTOR

By:   
Debra Bussard, MS  
Contracts/Purchasing Officer  
County of Monterey

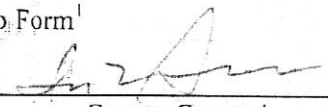
Uretsky Security  
Contractor's Business Name\*

Date: 9 July 2014

By: \_\_\_\_\_  
Department Head (if applicable)

By:   
(Signature of Chair, President, or Vice-President)\*

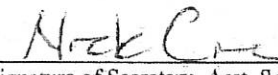
Date: \_\_\_\_\_

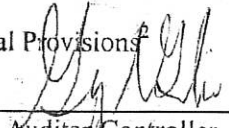
Approved as to Form<sup>1</sup>  
By:   
County Counsel

Nicholas Cinn, Partner  
Name and Title

Date: 7/21/14

Date: 7/24/2014

By:   
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Approved as to Fiscal Provisions<sup>2</sup>  
By:   
Auditor/Controller

Nicholas Cinn, Partner  
Name and Title

Date: 7/21/14

Date: 7/24/14

Approved as to Liability Provisions<sup>3</sup>  
By: \_\_\_\_\_  
Risk Management  
Date: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required  
<sup>2</sup>Approval by Auditor/Controller is required  
<sup>3</sup>Approval by Risk Management is required only if changes are made in sections 7 or 8



## EXHIBIT-A

To Agreement by and between  
Sheriff's Office, hereinafter referred to as "County"  
AND  
Uretsky Security hereinafter referred to as "CONTRACTOR"

### Scope of Services / Payment Provisions

#### A. SCOPE OF SERVICES

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide law enforcement background investigations for employment candidates using California POST standards.

Background report will be provided.

All backgrounds will be started within 10 days of receipt of request. Completion time will be determined on a background by background basis.

#### B. PAYMENT PROVISIONS

##### B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$30,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Rate - \$900 per completed background

\$450 per disqualification after initial interview / partial background

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at [www.co.monterey.ca.us/auditor/policies.htm](http://www.co.monterey.ca.us/auditor/policies.htm) To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

**B.2 CONTRACTORS BILLING PROCEDURES**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**Term of Agreement:** 9/24/14-9/23/16

Nick Cina 7/21/14

Nicholas Cina, Partner