

COUNTY OF MONTEREY STANDARD AGREEMENT

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

Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

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: Pre-employment background investigation services for the Probation Department.

2.0 PAYMENT PROVISIONS:

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 shall not exceed the sum of: \$25,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from August 28, 2023 to August 31, 2024, 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:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Insurance Modification

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 in this paragraph. 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:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

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.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.



Agreement Under \$100,000 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.



Agreement Over \$100,000 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 or Bodily Injury and Property Damage of not less than \$1,000,000 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 always 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

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Background Investigations

Term: August 28, 2023 - August 31, 2024

Not to Exceed: \$25,000

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **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.
- 10.2 **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.
- 10.3 **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.
- 10.4 **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.
- 10.5 **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:

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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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:

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 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always 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 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.

15.0 NOTICES:

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:
Todd Keating, Chief Probation Officer	Steven D. Ward, President
Name and Title	Name and Title
20 E. Alisal Street, Salinas, CA 93901	PO Box 2393, Lodi, CA 95241-2393
Address	Address
(831) 755-3919, Fax (831) 759-7246	(888) 479-6779 Ext. 101
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **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.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.

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- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY**CONTRACTOR**

Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations

By:

DocuSigned by:

Angelica Ruelas

Contracts/Purchasing Officer

Date:

8/29/2023

By:

Department Head (if applicable)

Date:

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By:

DocuSigned by:

Leslie J. Girard

County Counsel

Date:

8/28/2023

Approved as to Fiscal Provisions

By:

DocuSigned by:

Patricia Ruiz

Auditor/Controller

Date:

8/29/2023

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By:

Risk Management

Date:

CONTRACTOR

Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations

By:

DocuSigned by:

Steven D. Ward

(Signature of Chair, President, or Vice-President)

Steven D. Ward, President & CEO

Name and Title

Date:

8/28/2023

By:

DocuSigned by:

Steven D. Ward

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Steven D. Ward, CFO & Secretary

Name and Title

Date:

8/28/2023

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Guardian PSBI, Inc.
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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations,
hereinafter referred to as “CONTRACTOR”**

This Exhibit A shall be incorporated by reference as part of Agreement governing work to be performed, the nature of the working relationship between the County and the CONTRACTOR, and specific obligations of the CONTRACTOR.

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 pre-employment background investigation (BI) services for sworn and non-sworn job applicants as requested by the Probation Department.

A.2 CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall stay current with changing local, state, and federal laws and regulations related to BI services rendered.
2. CONTRACTOR must maintain a Private Investigator License in good standing throughout the term of this Agreement.
3. CONTRACTOR shall provide County website access at www.guardianbgi.com.
4. CONTRACTOR shall complete the below steps after the County requests a BI request online:
 - a. CONTRACTOR shall email applicant a link to the CONTRACTOR’S online system to complete a Personal History Questionnaire (PHQ), along with required County forms and documents, polygraph questionnaire (if requested by County), and a CONTRACTOR checklist.
 - b. Immediately after CONTRACTOR has emailed applicant the link, CONTRACTOR shall call the applicant to ensure receipt of the invitation to the PHQ, explain the BI process, the CONTRACTOR’S portal, CONTRACTOR’S expectations of time and cooperation, and explain due dates for completion of the PHQ and submission of required documents.
 - c. Upon completion of required documents by applicant, CONTRACTOR shall review all completed materials.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- d. CONTRACTOR shall schedule a PHQ interview with the applicant and a licensed, Peace Officer Standards and Training (POST) trained investigator to discuss all responses on the PHQ, looking for omissions, discrepancies and/or inaccuracies and probing for more information where deemed necessary and appropriate.
 - e. During the PHQ interview, the CONTRACTOR will record the interview with the applicant, collect or verify original documents uploaded into the CONTRACTOR'S portal, and conduct a neighborhood canvas.
 - f. Applicant information received shall be validated by original documents, or requested documents from the facility, i.e. college transcripts, birth certificate, social security and or passport, 10-year driving record, public records, social media account findings showing the Applicant's picture, comments and to look for inappropriate content.
 - g. If the applicant is being evaluated for a lateral move to a sworn position, CONTRACTOR shall schedule a file review of current employer records (including any background investigations completed by employer), speak to leadership, i.e. law enforcement, training officers, and/or co-workers (as applicable).
 - h. Concurrently, CONTRACTOR'S staff shall run database checks, civil records check, distribute reference, family and employer questionnaires via email (if references do not have email, CONTRACTOR shall call and complete the questionnaire telephonically).
 - i. If warranted, CONTRACTOR shall schedule a discrepancy interview with the applicant and update the applicant's file with findings.
 - j. Upon completion of the above steps, CONTRACTOR shall prepare and deliver a comprehensive final BI report electronically to the County.
- 5. CONTRACTOR'S digital reports shall be instantly delivered to the County upon completion through the website.
 - 6. CONTRACTOR shall provide prompt responses of County inquiries.
 - 7. All BI work is monitored through the dashboard in the CONTRACTOR'S software platform (CSP). The CSP allows contractor to track the applicant's progress, anticipate trends, and read comments posted during the BI.
 - 8. CONTRACTOR shall advise the County if the BI has revealed red flags (concerns)

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

or not within three weeks of BI request by the County.

9. CONTRACTOR shall provide all-inclusive analysis of the County's applicant to ascertain any data that may affect the County's decision to hire.
10. CONTRACTOR shall investigate all BI in compliance with Criminal Justice Information Services (CJIS), the Federal Risk and Authorization Management Program, Fair Credit Act, Certified Internal Controls Risk Analyst, and POST Regulations (when applicable).
11. CONTRACTOR estimates a basic public safety background will take less than 30-days to complete. A sworn position will take, on average, 35 days.

A.3 COUNTY RESPONSIBILITIES

1. County shall provide the CONTRACTOR clear guidance regarding points of contact and expectations regarding communication with the CONTRACTOR.
2. County shall provide the CONTRACTOR a Notarized Pre-Employment BI Release, from the Applicant.
3. County shall provide the CONTRACTOR with the job description, applicant application and/or resume, credit report, documentation of clearance through the Department of Justice Criminal History, and documentation of fingerprint clearance through live scan or an original fingerprint card (JUS 107), and firearms clearance through the California Department of Justice.
4. County shall initiate a BI through the CONTRACTOR'S 'Submit Investigation' portal on the contractor's website at www.guardianbgi.com.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$25,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be invoiced according to the "CONTRACTOR'S FEE SCHEDULE" listed on page 5 of 5 of this Exhibit A.

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

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

B.2 CONTRACTOR’S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, “Payment Conditions”, of the Agreement. All invoices shall reference the services being provided and shall be sent to the following address or via email to 255-probationfinanceap@co.monterey.ca.us:

Monterey County Probation Department
Attention: Finance Division
20 E. Alisal Street, 2nd Floor
Salinas, CA 93901

County may, in its sole discretion, terminate the Agreement 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.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**CONTRACTOR’S FEE SCHEDULE**

Admin, Clerical, Tech, and Maintenance Positions with a public safety agency	Fee
Basic Background Investigation (BI) – Part-time, Temporary, or Intern office Personnel	\$500
All applicants that are a contractor, part-time, temporary employee, or Intern positions and <u>WILL NOT</u> have access to sensitive or high-level confidential information and are constantly under direct supervision. No Personal History Questionnaire (PHQ). Verify application contents, call employers, and obtain proof of citizenship, driver’s license, and social security card. We request a live scan and the results. Turnaround is 10 working days.	
Law Enforcement and Fire Protection Backgrounds	
Basic Background Investigation (high-security) – Full Time Personnel – Non-sworn	\$1,200
Office positions that have access to sensitive or high-level confidential information and are under supervision, i.e., Records Clerks, and IT personnel.	
Waive Non-Sworn “in person” PHQ interviews and neighborhood checks, for a Video conference interview.	-\$200
Law Enforcement Background Investigation – Sworn	\$1,400
Any public safety applicant with no prior public safety experience.	
Law Enforcement Background Investigation – Internal Promotion/Appointment – Sworn	\$ 900/with video conferencing interview or \$1,100/with in-person interview
Public safety applicant who is in a sworn position within the Probation Department and receives a promotion into a different sworn position, i.e. Juvenile Institutions Officer to Deputy Probation Officer.	
Law Enforcement Background Investigation Lateral or Disqualified (DQ) that requires a file review.	\$1,600
- A lateral or prior background DQ where file reviews are needed. - Any public safety employee in a sworn or non-sworn position who is being considered for employment at another public safety agency (lateral). Terminated applicants that require a file review or DQ’ed applicants that need the background investigation reviewed.	
Executive Position Background Investigation	TBD, CONTRACTOR shall quote County per request
Any applicant with the rank of Chief Probation Officer, Assistant Chief Probation Officer, Division Director, or as requested by the County.	
Additional casework, i.e., file review. Must be approved by the client.	\$65/Per Hour
Social Media Investigations by FERRETTY (FAMA).	\$50
Termination of Background, DQ, Withdrawn	
Partial Investigations	TBD, The lessor of amount determined by formula or \$1,400 BI Fee
If the applicant is a DQ or Withdrawal, a report for legal support of the hiring agency or HR division will be produced. The cost will be determined by the percentage of the investigation work that was completed, plus a \$300 Flat Fee. Example: \$1,400 BI, 10% completed = \$140 + \$300 Flat Fee = \$440. The amount charged to County will be determined by the percentage BI completed formula or \$1,400 BI Fee, the lessor of the two. If an applicant only completed their PHQ in the Triage Center and was never assigned to an Investigator, there is no charge.	
Mileage reimbursement for all Investigator travel after 120 miles and 2 hours.	Mileage Reimbursed at the U.S. GSA/IRS Rates
County must pre-approve travel. If County approves travel reimbursement, CONTRACTOR shall receive compensation for travel expenses as per the County Travel Policy. A copy of the policy is available at: https://www.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures . To receive reimbursement, CONTRACTOR must provide mileage reimbursement form with a detailed breakdown of authorized expenses, identifying what was expended and when. Per the County travel policy, starting point where mileage would be counted from will be the investigator’s home or Probation’s Administration Office located at 20 E. Alisal St., Salinas, CA, whichever results in the least amount of mileage.	
Cyber insurance requirement fee per background (If required by County)	10%
The certificate of Subrogation requirement is a one-time fee per year (If required by County)	\$100

EXHIBIT B – INSURANCE MODIFICATION

Auto Liability:

CONTRACTOR (Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations) carries Automobile Liability in the amounts required by the State of California. As the CONTRACTOR does not own any business automobiles, the Monterey County Probation Department requests a modification of the Automobile Liability limits required, and the primary and non-contributory language endorsements which are not provided as required by Section 9.03 and Section 9.04. This modification of insurance does not affect the CONTRACTOR'S responsibility and duty to indemnify the County under the provisions of this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	CONTACT NAME: Abram Alaniz PHONE (A/C, No, Ext): (713)521-9251 FAX (A/C, No): (713)521-0125 E-MAIL ADDRESS: aalaniz@eldoradoinsurance.com														
INSURED Guardian Public Safety Background Investigations, LLC 120 School Street #2393 Lodi CA 95241	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Champlain Specialty Insurance Co</td> <td>16834</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Champlain Specialty Insurance Co	16834	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: CERTIFICATE (08/23)****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			CSPI-0001114-02	8/22/2023	8/22/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Errors & Omissions						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Monterey County Probation Department
Marcela Barbosa
20 E. Alisal
Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./LQIU

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

August 1, 2023

Guardian Public Safety Background
PO BOX 2393
LODI CA 95241-2393

Account Information:

Policy Holder Details :	Guardian Public Safety Background
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Summary Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



August 1, 2023

Account Policy Information:

Agency Name	PAYCHEX INSURANCE AGENCY INC/PHS
Agency Code	76210756

Recipient Information
Guardian Public Safety Background
PO BOX 2393
LODI CA 95241-2393

SUMMARY OF INSURANCE

Account Policy Recap	Policy Number	Policy Term	Premium
Worker's Compensation Hartford Casualty Insurance Company	76 WEG AT4Y23	07/01/2023 to 07/01/2024	\$2,007

Summary of Insurance (Continued)

Worker’s Compensation Summary of Insurance
with
Hartford Casualty Insurance Company
A member company of The Hartford
07/01/2023 - 07/01/2024

Policy Detail: Worker’s Compensation
Policy States: CA

Location 1 Premises Address:
11 SOUTH SAN JOAQUIN 8TH FLOOR
Stockton CA 95202

Location 2 Premises Address:
2109 BLUEJAY WAY
LODI CA 95240-6351

Worker’s Compensation Coverages:

Employer’s Liability Limits	Limit
Disease - Policy Limit	\$1,000,000
Bodily Injury – Accident	\$1,000,000
Disease - Each Employee	\$1,000,000

Class/Payroll Detail	Class Description	Class Code	Payroll
Location 2 - CA	CLERICAL OFFICE EMPLOYEES-N O C	8810	\$222,700
Location 2 - CA	SALESPERSONS - OUTSIDE	8742	\$57,200
Location 1 - CA	CLERICAL OFFICE EMPLOYEES-N O C	8810	\$600

This Summary and its attachments provides a high level overview of policy coverages and does not include all conditions, limitations or exclusions. Please refer to the actual policy forms for detailed coverages, limits and deductibles.