

**LAW ENFORCEMENT PRE EMPLOYMENT BACKGROUND
INVESTIGATIONS CONTRACT**

THIS CONTRACT, is entered into this ____ day of _____ between the County of Lake, hereinafter referred to as "COUNTY" or "LCSO" by and through the Lake County Sheriff's Office and Robert Nishiyama, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, COUNTY is in need of professional pre-employment background investigation services for applicants to various sworn and non-sworn positions in the Lake County Sheriff's Office, hereinafter referred to as "LCSO"; and

WHEREAS, CONTRACTOR is a licensed Private Investigator in the State of California and is among those that COUNTY has determined to be qualified to use for the provision of these preferred services.

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

I.

CONTRACTOR'S RESPONSIBILITIES

Scope of work described, but not limited to, what is described within "Attachment A".

II.

COUNTY'S RESPONSIBILITIES

LCSO will request Department of Motor Vehicle records checks and coordinate Livescan fingerprint checks of applicants. LCSO will forward the information obtained through these checks to the Contractor.

LCSO will provide letterhead with preformatted Official requests for records checks from local law enforcement agencies to the Contractor.

(A) COMPLETED INVESTIGATIONS

LCSO agrees to pay a maximum of \$1400 for a completed background investigation for a Deputy Sheriff and Correctional Deputy applicants, and a maximum of \$1200 for a Public Safety Dispatcher. Non-sworn civilian, or volunteer applicant positions will be paid a maximum of \$1000. LCSO will render payment within 30 days of receipt of the invoice from the Contractor.

(B) DISCONTINUED INVESTIGATIONS

It is understood that during the course of a background investigation, the Contractor may encounter information early in the investigative process that disqualifies, or casts serious doubt on the suitability for employment of an applicant. In such situations, it is expected that the Contractor will contact a LCSO designee to discuss such issues. The LCSO designee may authorize the Contractor to cease further work in regard to the background investigation and instead complete an executive summary report with the information discovered in the investigation up to the time that the disqualifying information is discovered. The hourly rate paid for incomplete background investigations will be \$60 per hour for each hour actually worked, with a minimum payment of \$250 for any incomplete background investigation. Nothing in this agreement constitutes an agreement for LCSO to provide a minimum amount of work to Contractor.

(C) EXTRAORDINARY EXPENSES

If the appearance of the Contractor is required by subpoena, summons, or other legal process, or at the request of LCSO, the Contractor shall provide legal testimony on the services contracted for under this agreement. If such testimonial services are provided, LCSO shall pay a rate of \$60 per hour with a three hour minimum, plus travel mileage and any other incurred associated expenses.

In the rare event the Contractor determines a completed investigation will cost more than the agreed upon maximums, the Contractor will obtain pre-authorization in writing from LCSO.

Other extraordinary expenses, such as: mileage in excess of the first 100 miles driven one way during the investigation, road tolls, parking and other incidentals will be decided in advance amongst the parties.

In no event shall the total amount payable under this Contract exceed \$25,000 per fiscal year.

III.
TERM

This Contract shall commence on the date hereinabove entered into and shall continue in full force and effect until it is terminated as hereinafter provided.

IV.
TERMINATION

This Contract may be terminated without cause as follows:

- (A) By mutual consent of the parties; or
- (B) By LCSO or the Contractor upon 10 days written notice thereof to the other.

Upon termination, LCSO shall pay Contractor for any hours that he has worked; even if the specific investigation(s) are not completed at the time of the termination of this contract. However, the Contractor shall provide LCSO with a written report relative to any incomplete investigations prior to payment being made.

V.
STANDARD OF CARE

Contractor represents that he is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein, and that such services, responsibilities and duties shall be performed, in an ethical manner, and according to generally accepted investigation practices. The Contractor agrees to treat all information obtained during the course of the investigation as confidential. No information obtained during the course of the investigation shall be released to any third party without express written consent of LCSO.

VI.
INSURANCE

Contractor shall not commence work under this Contract until he has obtained all the insurance required herein; certificates of insurance have been submitted to LCSO; and said insurance has been approved by LCSO. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to LCSO.

Contractor shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of Contractor to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Contract.

Certificates evidencing the issuance of the following insurance shall be provided to LCSO within ten (10) days after the date of execution of this Contract by Contractor:

(A) Compensation Insurance. Contractor shall procure and maintain, at the Contractor's expense during the term hereof, Workers' Compensation Insurance for all of his employees to be engaged in work. In case of any such sublet, Contractor shall require subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance.

(B) Automobile Liability Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's responsibilities in this contract, in an amount of not less than one million dollars (\$1,000,000.00), or a combination of automobile insurance combined with an umbrella policy that together equals that amount. This amount will be combined single limit coverage per occurrence.

(C) Public Liability and Property Damage Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: personal injury, premises-operations, products and completed operations, blanket contractual, and independent Contractor's liability.

Contractor shall not commence work under this Contract until he has had delivered to LCSO an 'Additional Insured Endorsement' naming County, its officers, employees and agents as additional insureds under each of the aforesaid policies in this paragraph.

VII.

INDEMNIFICATION-HOLD HARMLESS

Contractor shall indemnify and defend County and its officers, employees, clients, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of Contractor.

VII.
ASSIGNMENT

Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of LCSO, except that claims for money due, or to become due to Contractor, from LCSO under this Contract may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to LCSO. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.

IX.
INDEPENDENT CONTRACTOR

It is specifically understood and agreed that in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent, or servant of LCSO or the County. Contractor is not entitled to any employee benefits. LCSO agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding).

X.
MODIFICATION

This Contract may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of Contractor and LCSO executed by Sheriff/Coroner.

XI.
NON-DISCRIMINATION IN EMPLOYMENT

In the performance of the work authorized under this Contract, Contractor shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

XII.
ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

XIII
OWNERSHIP

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder shall become the property of LCSO.

XIV.
INTEREST OF CONTRACTOR

Contractor hereby covenants that he has, at the time of the execution of this Contract, no interest and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Contract. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

XV
SEVERABILITY

If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

XVI
NOTICES

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

Robert Nishiyama
Bob Nishiyama Investigations
P.O. Box 1197
Ukiah, CA 95482
415-519-3647

Lake County Sheriff's Office
P. O. Box 489
Lakeport, CA 95453
Attn: Sergeant Steve Herdt
Lieutenant Rich Ward

XVII.
ADDITIONAL PROVISIONS

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Contract between the parties regarding its subject matter. This Contract supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Contract.

COUNTY and CONTRACTOR have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

CONTRACTOR

Chair, Board of Supervisors


Robert Nishiyama

ATTEST: Carol J. Huchingson
Clerk of the Board

By: _____

APPROVED AS TO FORM:

ANITA L. GRANT
County Counsel

By: 

Attachment A

Scope of Work

The Contractor will review the Personal History Statement (PHS) and the Pre-Investigative Questionnaire (PIQ) for the applicant provided by the LCSO. The Contractor will determine whether conflicts exist with any other information provided by either the candidate or developed during the course of the background investigation.

The Contractor will conduct an initial interview with the applicant in person. This interview may be conducted at a place of the Contractor's choosing. The interview will include a review of the PHS and PIQ and will determine if there are any areas of investigative concern relative to the applicant's background. The Contractor will conduct follow up interviews as needed in response to any significant information developed as a result of the background investigation which is in conflict with information provided by the applicant.

The Contractor will photograph or take a voluntary digital image of the applicant. The voluntary photo will be included with the final investigation report.

The Contractor will review documentation provided by the applicant to ensure that the applicant's education level is appropriate for the position applied for. Applicants for Peace Officer and Public Safety Dispatcher positions must meet the minimum qualifications outlined in P.O.S.T. Commission Regulations and Government Code section 1031 et seq.

The Contractor will review the results of applicant's Livescan/Fingerprint checks and include the information in the final written report. The Livescan/Fingerprint information will be provided by a designee of LCSO.

The Contractor will receive and review Citizenship documents (if required for the position) that will be provided by the applicant. Acceptable documents will be certified copies, or copies that are noted to be copies of original documents of Official US Birth Certificates, US Passports, US Citizenship Documentation, or Certificates of Naturalization.

The Contractor will make reasonable efforts to contact all of the applicant's previous employers for the past ten (10) years. The Contractor will verify employment history for the past ten (10) years and will review personnel files and Internal Affairs files (if relevant).

The Contractor will conduct a residential neighborhood canvas to contact current neighbors. The purpose of this neighborhood canvas is to seek information relative to the applicant's character and behavior. When relevant and practical, past neighbors will also be contacted.

The Contractor will receive and review marriage and divorce documents that are provided by the applicant.

The Contractor will interview the applicant's spouse or partner if the applicant is in a relationship.

The Contractor will review the applicant's credit report. The applicant will be required to provide their credit report from one of the following credit reporting agencies: Experian, TransUnion or Equifax.

The Contractor will make inquiries to local law enforcement agencies relevant to each applicant. Request letters will be sent out to local law enforcement agencies on LCSO letterhead with LCSO return envelopes. Note: Many law enforcement agencies will not respond to civilian contractor's requests for information. Therefore, in order to comply with the terms of this contract, Department-issued letterhead, envelopes and return envelopes shall be used to conduct this part of the investigation. All preparation and handling of said Department-issued items shall be the responsibility of the Contractor. Postage shall be billed to the County at the rate used. LCSO envelopes and letterheads shall not be used for any other part of the investigation without the express written consent of the LCSO.

The Contractor will conduct an inquiry into social networking sites used by the applicant. An inquiry shall consist of a minimum of a check of social networking sites that are indicated to be used by the applicant.

The Contractor will notify LCSO if the background investigation reveals significant information or concerns are discovered which cast a serious question as to the suitability of the applicant. The Contractor will prepare an Executive Summary Report when a candidate is deemed "Disqualified" based on P.O.S.T. background investigation standards.

At the conclusion of a background investigation, the Contractor will prepare a Background Investigation Narrative Summary Report that will include, at a minimum, a summary of the Contractor's investigation into the areas of the applicant's personal information, employment history, education, residences, military service (if applicable), financial information, legal history, driving history, citizenship and other relevant information discovered during the background investigation.

Any truth verification examinations, psychological and/or medical evaluations and clearances are not part of the scope of work.