

AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 4th day of June, 2024 and amends that certain agreement for Service dated June 29, 2022, made by and between the Town of Los Gatos, ("Town,") and Secure Solutions. ("Consultant.")

RECITALS

- A. Town and Consultant entered into a Service Agreement on July 1, 2022, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.

AMENDMENT

1. Section 2.1 Scope of Services. Consultant shall provide services as described in that certain pricing proposal letter sent to the Town on June 4, 2024, which is hereby incorporated by reference and attached as Exhibit B.
2. Section 2.2 Term and Time of Performance. This contract will remain in effect from July 1, 2022, until June 30, 2026.
3. Section 2.6 Compensation. Compensation shall not exceed \$99,000.
4. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos

Approved as to Consent:

DocuSigned by:
Laurel Prevetti 6/12/2024
853FEEA2EB39470...
 By: _____
 Laurel Prevetti, Town Manager

DocuSigned by:
Kurt Ashley 6/7/2024
32E5791EE83746E...
 By: _____
 Kurt Ashley, Owner (Secure Solutions)

Department Approval:

DocuSigned by:
Jamie Field 6/7/2024
23E08749C222435...

 Jamie Field, Chief of Police

Approved as to Form:

Attest:

DocuSigned by:
Gabrielle Whelan 6/11/2024
EFD6738A5534428...

 Gabrielle Whelan, Town Attorney

DocuSigned by:
Wendy Wood 6/12/2024
BF6EBCBE2C214F6...

 Wendy Wood, CMC, Town Clerk

JUNE 4, 2024



Secure Solutions

PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES

LOS GATOS-MONTE SERENO POLICE DEPARTMENT

KURT ASHLEY
SECURE SOLUTIONS
8505 CHURCH ST. #10
GILROY, CA. 95020
OFFICE: (408) 337-1358
CELL: (408) 607-0640
FAX: (408) 337-5255
KURT.ASHLEY@SECURESOLUTIONSINV.COM

PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES

PLAN OVERVIEW

Secure Solutions will perform the following:

- Conduct a thorough background investigation of each candidate according to the guidelines established by POST (Peace Officer Standards of Training):
 - An in-depth interview with the candidate and review of the Personal History Statement and any supplemental questionnaires.
 - An investigation that will include:
 - Local law enforcement criminal history check.
 - Verification of citizenship, education, DMV history, financial history, military history, and other applicable legal documents.
 - Civil court records, to include dissolution of marriages.
 - Social media checks.
 - Contact with neighbors, relatives, and references.
 - Contact with current and past employers and coworkers. (10 years)
 - Review of available personnel files, academy files, and other relevant documents.
 - Status of applications with other agencies where candidate has sought employment within the last (2) two years.
- Or conduct modified background as requested. Areas of investigation to be determined by prior agreement. Standard modified backgrounds investigations to include the following:
 - An in-depth interview with the candidate and review of the Personal History Statement and any supplemental questionnaires.
 - An investigation that will include:
 - Local law enforcement criminal history check.
 - Verification of citizenship, education, DMV history, military history, and other applicable legal documents.
 - Civil court records.
 - Contact with relatives, and references and attempt contact with neighbors via phone.
 - Contact with current and past employers and coworkers. (10 years)

SECURE SOLUTIONS AGREES:

- To submit completed background investigation reports within (6) six weeks after the background interview, barring any unforeseen issues. Most completed within (4) weeks.
- To conform to all applicable federal and state laws and regulations in the performance of the background investigation, retention of information, and reporting to the police agency.
- That the investigation and the report are confidential and the property of each agency.

LICENSE/INSURANCE:

- Secure Solutions is licensed by the California Department of Consumer Affairs and carries professional liability Insurance. Verifying documents are available upon request.

QUALAFICATIONS:

- Kurt Ashley is the owner of Secure Solutions and a retired police sergeant from the Gilroy Police Department. He has over 29 years of law enforcement experience and during that time, he supervised many units to include: Patrol, SWAT, Traffic, Records and Communications.

Kurt has completed the POST Background Investigators course and has been completing background investigations for the last 5 years. He is a member of the Professional Investigators of California Association and the California Association of Law Enforcement Background Investigators.

- All investigators have received California POST approved training in background investigations.

REFERENCES:

- Santa Cruz County Sheriff's Office: Sgt. Salvador Mejia Salvador.mejia@santacruzcounty.us
(408) 831-454-7680
- Santa Cruz Police Department: Chief Bernie Escalante bescalante@cityofsantacruz.com
(831) 420-5814
- Morgan Hill Police Department: Chief Shane Palsgrove shane.palsgrove@morganhill.ca.gov
(408) 776-7900

* More references available upon request.

BILLING RATES:

Service	Rate
Basic Police Officer / Dispatcher Background	\$1,550
Modified background if requested (non-sworn)	\$1,350
Expedited background (When staffing available)	\$2,200
Polygraph Examination	\$400
Credit report	\$40
Social Media / Search Engine A.I. research	\$50
Withdraw or disqualification prior to or immediately after interview	\$400 (plus any expenses)
Withdraw or disqualification mid-investigation	Pro-rated charge
Travel/Time Mileage	State reimbursement rate
Per Diem for extended travel (Outside four county area*)	\$60 hour, plus exp. **

* Four county area incl: Santa Clara County, San Benito County, Santa Cruz County, and Monterey County.

** Travel must be previously approved by agency.

** Expenses could include, but not limited to: Flight, hotel, rental car, and investigator meal per diem.

- Livescan to be provided by agency or at applicant's expense.
- Polygraph examination is paid by agency unless otherwise noted.

If you have any further questions, please contact Kurt Ashley at (408) 607-0640 or email at: kurt.ashley@securesolutionsinv.com

Sincerely,

Kurt Ashley

Owner/Qualified Manager

AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification this 29th of June 2022, and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Secure Solutions ("Service Provider"), whose address is 8505 Church St., Gilroy, CA 95020. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town sought quotations for the services described in this Agreement, and Service Provider was found to be the lowest responsible supplier for this purchase.
- 1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Town desires to engage Service Provider to provide background investigations for the Los Gatos-Monte Sereno Police Department.
- 1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on June 1, 2022, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from July 1, 2022 through June 30, 2024.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.

2.6 Compensation. Compensation for services shall not exceed \$50,000, inclusive of all costs. Payment shall be based upon Town approval of each task.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

2.8 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent

contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.

2.11 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.12 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.

- 3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

Secure Solutions
Attn: Kurt Ashley
8505 Church St. #10
Gilroy, CA 95020

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos by:

Service Provider, by:

DocuSigned by:
Laurel Prevetti 7/19/2022
659FEEA2E899476...
Laurel Prevetti, Town Manager

DocuSigned by:
Kurt Ashley
32E5791EE83748E...
Kurt Ashley, Owner (Secure Solutions)

Recommended by:

DocuSigned by:
Jamie Field
23E1D8749C222436...
Jamie Field, Chief of Police

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Shelley Neis 7/19/2022
B988D65B1F34F6...
Shelley Neis, MMC, CPMC, Town Clerk

JUNE 1, 2022



Secure Solutions

**PRE-EMPLOYMENT BACKGROUND
INVESTIGATION SERVICES**

LOS GATOS POLICE DEPARTMENT

**PRESENTED BY: KURT ASHLEY
SECURE SOLUTIONS
8505 CHURCH ST. #10
GILROY, CA. 95020
OFFICE: (408) 337-1358
CELL: (408) 607-0640
FAX: (408) 337-5255**

KURT.ASHLEY@SECURESOLUTIONSINV.COM

PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES

PLAN OVERVIEW

Secure Solutions will perform the following:

- Conduct a thorough background investigation of each candidate according to the guidelines established by POST (Peace Officer Standards of Training):
 - An in-depth interview with the candidate and review of the Personal History Statement and any supplemental questionnaires.
 - An investigation that will include:
 - Local law enforcement criminal history check.
 - Verification of citizenship, education, DMV history, financial history, military history, and other applicable legal documents.
 - Civil court records, to include dissolution of marriages.
 - Social media checks.
 - Contact with neighbors, relatives, and references.
 - Contact with current and past employers and coworkers. (10 years)
 - Review of available personnel files, academy files, and other relevant documents.
 - Status of applications with other agencies where candidate has sought employment within the last (2) two years.
- Or conduct modified background as requested. Areas of investigation to be determined by prior agreement. Standard modified backgrounds investigations to include the following:
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 - Contact with current and past employers and coworkers. (10 years)

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- To submit completed background investigation reports within (6) six weeks after the background interview, barring any unforeseen issues. Most completed within (4) weeks.
- To conform to all applicable federal and state laws and regulations in the performance of the background investigation, retention of information, and reporting to the police agency.
- That the investigation and the report are confidential and the property of each agency.

LICENSE/INSURANCE:

- Secure Solutions is licensed by the California Department of Consumer Affairs and carries professional liability Insurance. Verifying documents are available upon request.

QUALAFICATIONS:

- Kurt Ashley is the owner of Secure Solutions and a retired police sergeant from the Gilroy Police Department. He has over 29 years of law enforcement experience and during that time, he supervised many units to include: SWAT, Traffic, Records and Communications.

Kurt has completed the POST Background Investigators course and has been completing background investigations for the last 4 years. He is a member of the Professional Investigators of California Association.
- All investigators are current or retired police officers trained in background investigations.

REFERENCES:

- Santa Cruz County Sheriff's Office: Sgt. Salvador Mejia Salvador.mejia@santacruzcounty.us
(408) 831-454-7680
- Santa Cruz Police Department: Chief Bernie Escalante bescalante@cityofsantacruz.com
(831) 420-5814
- Morgan Hill Police Department: Chief Shane Palsgrove shane.palsgrove@morganhill.ca.gov
(408) 776-7900

* More references available upon request.

Confidential

BILLING RATES:

Service	Rate
Basic Police Officer / Dispatcher Background	\$1,500
Modified background (Base rate, depending on services requested)	\$1,250
Expedited background (When available time)	\$2,100
W/D or Disqualified prior to or immediately after initial interview	\$350 (plus any expenses)
Credit Report	\$35.00
Travel/Time Mileage	State reimbursement rate
Per Diem for extended travel (Outside four county area*)	\$60 hour, plus exp. **

* Four county area incl: Santa Clara County, San Benito County, Santa Cruz County, and Monterey County.

** Travel must be previously approved by agency.

** Expenses could include, but not limited to: Flight, hotel and rental car

- Cost of polygraph and Livescan not included but will arrange at no charge.
- Disqualification mid-investigation while be charged at a pro-rated fee.

If you have any further questions, please contact Kurt Ashley at (408) 607-0640 or email at: kurt.ashley@securesolutionsinv.com

Sincerely,

Kurt Ashley

Owner/Qualified Manager