

KP Research Services, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7606

THIS FIRST AMENDMENT to that Agreement for Services #7606 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and KP Research Services, Inc., a California corporation duly qualified to conduct business in the State of California, whose principal place of business is 251 Auburn Ravine Road, Suite 105, Auburn, California 95603-9500, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide detailed professional pre-employment background investigations for candidates for employment with the Sheriff's Office and Probation Department on an "as requested" basis, pursuant to Agreement for Services #7606, dated May 16, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to accommodate recent Peace Officer Standards and Training (POST) changes, adding an extra page to Exhibit A;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

I. **Exhibit A:** Page 5 shall be added to the end of the current Exhibit A, marked Contract Amendment, POST 2023 Changes, incorporated herein and made by reference a part hereof.

Except as herein amended, all other parts and sections of Agreement for Services #7606 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7606 on the dates indicated below.

--COUNTY OF EL DORADO--

By: Wendy Thomas

Dated: 7/18/23

Chair, Wendy Thomas
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaffey
Deputy Clerk

Dated: 7/18/23

-- KP RESEARCH SERVICES, INC. --

By: Suzanna Grant
Suzanna Grant
Chief Executive Officer
"Contractor"

Dated: _____

By: Margaret Slane
Margaret Slane
Corporate Secretary

Dated: _____

EXHIBIT A
Independent Contractor Proposal
Statement of Work

The **El Dorado County Sheriff's Office** is in need of assistance in conducting non-sworn background investigations. **KP Research Services, Inc.**, has agreed to conduct such work under the following proposed guidelines:

1. **Services.** KP Research Services, Inc., shall be available and shall provide a standard POST (Peace Officer Standards and Training) pre-employment background investigation services for sworn peace officer candidates and non-sworn candidates of the **El Dorado County Sheriff's Office**.
2. **Consideration.** The proposed amount for background investigation services by KP Research Services, Inc., to the **El Dorado County Sheriff's Office** shall be at the rate of \$1900.00 per sworn background investigation and \$1800.00 per no-sworn background investigation. Each expedite file request will have an additional fee of \$600.00 and must be approved in advance with KP Research Services, Inc. Each background packet shall be completed and submitted to the agency within a forty-five day period, absent holiday's, including those that occur on a weekend, or any serious and unforeseen set of circumstances, including but not limited unresponsive applicants or missing documentation required to begin or proceed with the investigation. KP Research Services, Inc., will submit written Background Investigation Reports, and an invoice briefly describing the services rendered and the candidates name on each invoice. The **El Dorado County Sheriff's Office** shall provide payment to KP Research Services, Inc., for invoices submitted within 15 days of receipt of reports and invoices.

In the event that the **El Dorado County Sheriff's Office** terminates any further investigation on a background investigation prior to completing and within the first 24 hours, the fee/rate will adjust to an hourly rate of \$85.00 per hour. If a background investigation is terminated after the first 24 hours, the full rate may apply.

The **El Dorado County Sheriff's Office** shall furnish to KP Research Services, Inc., the following information at the time of the background investigation:

Applicant's/Candidates Personal History Statement, notarized authorization to release information for employment, Job Description, Credit Report, Soundex or photograph of the applicant/candidate, Department of Motor Vehicle printout, documentation of clearance through the Department of Justice Criminal History, and documentation of fingerprint clearance through live scan or original fingerprint card (JUS. 107) and firearms clearance through the California

Department of Justice.

3. **Expenses.** Additionally, the **El Dorado County Sheriff's Office** will pay KP Research Services, Inc., for the following expenses incurred while this Agreement exists: Travel expenses to and from work sites at .58 cents per mile. Lodging, airfare, and meal expenses begin when travel status exceeds a 200-mile range from the **El Dorado County Sheriff's Office**. Meals are not to exceed \$35.00 dollars per day. Overnight stays during out of radius/range shall require prior approval of the **El Dorado County Sheriff's Office**. It is also agreed that the **El Dorado County Sheriff's Office** shall be financially responsible for costs incurred to complete all local agency checks, not to exceed \$150.00.
4. **Independent Contractor.** The consideration set forth above shall be the sole payment due for services rendered. It is understood that the **El Dorado County Sheriff's Office** will not withhold any amounts of payment of taxes from the compensation of KP Research Services, Inc., and that KPRS, Inc. will be solely responsible to pay all applicable taxes from said payments, including payments owed to its employees and subagents.
5. **Contractor Warranties.** The Federal taxpayer I.D. number of KP Research Services, Inc., is 20-4353894. KP Research Services, Inc., is licensed to perform the agreed upon services enumerated herein and covenants that it maintains all valid licenses, insurance, permits and restrictions to perform same and on behalf of its employees and subagents.
6. **Insurance.** KP Research Services, Inc., will carry general liability, automobile liability, workers' compensation, and employer's liability insurance, and Errors & Omissions, and Owners & Contractors insurance for \$1,000,000.00. In the event KP Research Services, Inc., fails to carry such insurance, or such insurance coverage lapses while this Agreement is in effect, it shall indemnify and hold harmless **El Dorado County Sheriff's Office**, its agents and employees, from and against any such damages, claims, and expenses arising out of or resulting from work conducted by KP Research Services, Inc., and its agents or employees.
7. **Competent Work.** All work will be done in a competent fashion in accordance with applicable standards of the profession.
8. **Representations.** KP Research Services, Inc., will make no representations, warranties, or commitments binding the **El Dorado County Sheriff's Office** without prior written consent from the **El Dorado County Sheriff's Office**.
9. **Confidentiality.** In the course of performing services, the parties

recognize that KP Research Services, Inc., may come in contact with or become familiar with information which the **El Dorado County Sheriff's Office** or its affiliates or subsidiaries may consider confidential. This information may include, but is not limited to, information pertaining to applicants/candidates, which may be of value to a competitor. KPRS agrees to keep all such information confidential and not to discuss or divulge any of it to anyone other than the appropriate designee of the **El Dorado County Sheriff's Office**.

10. **Term.** This Agreement shall commence on August 7, 2022 and shall terminate on August 6, 2025 unless earlier termination for any reason by either party hereto upon thirty (30) days prior with written notice.
11. **Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, by first-class regular mail, addressed to the other party's business address.
12. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment, extension, or change of the Agreement shall be binding unless in writing and signed by both parties.
13. **Binding Effort.** This Agreement shall be binding upon and shall insure to the benefit of KP Research Services, Inc., and the **El Dorado County Sheriff's Office**. Nothing in this Agreement shall be construed to permit the assignment by KP Research Services, Inc., of any of its rights or obligations hereunder to any third party without KP Research Services, Inc., prior written consent.
14. **Ownership.** All ideas, plans, improvements, or inventions developed by KP Research Services, Inc., during the term of this Agreement shall belong to KP Research Services, Inc.
15. **Governing Law.** This Agreement shall be governed by the laws of the State of California. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
16. **Contractor Qualifications to Perform the Services detailed above.**

KPRS will conduct certified background investigations for pre-employment backgrounds that are supported by POST (Peace Officer Standards and Training) and STC (Standards & Training Program for Corrections.) Our chief investigative officer is a seasoned private investigator who has over 10 years of experience conducting background investigations with several law enforcement agencies in

which he rose to the rank of Lieutenant. Suzanna Grant has over 15 years of experience conducting sworn and non-sworn pre-employment background investigations and has extensive training and leadership skills.

Every investigator of KPRS, Inc. has completed a certified background investigation course through POST to conduct background investigations and has attended updates as needed. Each employee attends in-house training to insure knowledge of legal issues and updates.

Each of our background investigators are retired from the public safety sector and have extensive working knowledge of the positions. All employees are experienced in investigative and analytical work and have been through an extensive shadow program with the contractor prior to conducting background investigations, regardless of their prior certifications.

By  _____
Suzanna M. Grant, CEO
KP Research Services, Inc.

By _____
El Dorado County Sheriff's Office

CONTRACT AMENDMENT

POST 2023 Changes

KP Research Services, INC. & El Dorado County Sheriff's Office

With the recent changes in legislation and POST requirements for peace officer selection and hiring, it has become necessary to have an amendment, with new guidelines that will assist in completing the background investigations and ensuring that POST compliance standards are met. All background investigations conducted, regardless of hiring status, are to be reviewed, regardless of the timeframe in which they were conducted. The following amendment with KPRS, Inc. is required and will be effective for the contract dated 08-07-22 through 08-06-25. This amendment will be considered active on 07-21-23.

The following agreement should be retained for your records as well as signed and returned to KP Research Services, Inc.

Additional/amended costs are outlined as follows:

File Reviews which fall under the noted below * are to be billed at the hourly rate of \$95.00/hour.

Mileage incurred will be billed at \$0.58/mile.

Meals included for travel will not exceed 50.00/day.

Lodging and travel will require approval by the hiring agency.

Social Media reports will be invoiced at the rate of \$30 per report. All reports are completed through a vetted third-party agency that is compliant with POST standards.

*The amended amount noted above is specific to past law enforcement employment that falls beyond the span of 10 years. In addition, all background investigations regardless of hiring status, must also be reviewed.

Should additional work outlined in this amendment be completed, a copy of the field investigator time sheet, including mileage and any applicable receipts, will be provided to the agency with the invoice outlining services completed.

By 
Suzanna M. Grant, CEO
KP Research Services, Inc.

By _____
Agency Authorized Representative

#7606

Exhibit A