

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and AVA G. INVESTIGATIVE SERVICES, a Sole Proprietor/Individual, whose address is 2686 Derby Drive, San Ramon, CA 94583 (“**Provider**”), in reference to the following facts and circumstances:

### **RECITALS**

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Background Investigations for prospective employees and for concealed carry weapons permits (CCWs). Consistent with administrative procurement regulations, the City Manager has determined it is unnecessary to follow the city administrative selection procedures in awarding this Agreement to Provider, given that the City has experienced satisfactory services from Provider at a reasonable cost for more than the past five years.
- C. Provider possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on July 15, 2025.
- E. The City and Provider desire to enter into an agreement for Background Investigation Services, upon the terms and conditions herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

#### **1. TERM:**

The term of this Agreement shall commence on the 1<sup>st</sup> day of August 2025, and shall terminate on the 31<sup>st</sup> day of July 2030, unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to five (5) additional years. Any extension shall be documented in a signed amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged, with the exception that the compensation shall be adjusted by an annual increase of \$100 every other subsequent year, not exceeding \$2,200 flat rate for a completed background. The

first rate adjustment will take place January, 2027 (\$2,100 per background) and the second rate adjustment will take place January, 2029 (\$2,200 per background).

**2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

**3. COMPENSATION TO PROVIDER:**

a. By the 15<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A.

The total compensation for work under this Agreement is not to exceed \$150,000. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

**4. TIME IS OF THE ESSENCE:**

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE:**

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of

Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

## **10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (3). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

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Provider Initials

## **b. COVERAGE REQUIREMENTS:**

Provider shall maintain insurance coverage and limits at least as broad as:

### **(1) Workers' Compensation:**

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence  
\$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence  
\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence  
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$1,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$1,000,000 each claim

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder,

shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

**11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

**13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

#### **14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

#### **15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

#### **16. RECORDS:**

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda  
Police Department  
1555 Oak Street  
Alameda, CA 94501  
ATTENTION: Captain Jeffery Emmitt  
Ph: (510) 337-8400 / Email: JEmmitt@alamedaca.gov

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

Ava G. Investigative Services  
2686 Derby Drive, San Ramon, CA 94583  
ATTENTION: Ava Garavatti  
Ph: (925) 580-4856 / Email: a.g.inc@comcast.net

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda  
Police Department  
1555 Oak Street  
Alameda, CA 94501  
ATTENTION: Maricela Springsteen  
Ph: (510) 337-8421 / Email: mspringsteen@alamedaca.gov

**18. SAFETY:**

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**20. ATTORNEYS' FEES:**

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

**21. HEALTH AND SAFETY REQUIREMENTS.**

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

**23. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**24. WAIVER:**

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

**27. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**28. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**29. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

**30. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

AVA G. INVESTIGATIVE SERVICES  
Sole Proprietor / Individual

DocuSigned by:  
*Ava Garavatti*  
83351CBD39BB470...

Ava Garavatti  
Owner

CITY OF ALAMEDA  
A Municipal Corporation

Jennifer Ott  
City Manager

RECOMMENDED FOR APPROVAL

Initial  
*NJ*

Nishant Joshi  
Chief of Police

APPROVED AS TO FORM:  
City Attorney

Signed by:  
*Douglas W. McManaway*  
DD12294E76EF4B2...

Douglas W. McManaway  
Assistant City Attorney

## Ava G. Investigative Services

P.O. Box 3564 San Ramon, CA 94583  
Phone: 925-580-4856 • Fax: 925-954-4392 • E-Mail: a.g.inc@comcast.net  
License# 28975

**Exhibit: A**

# Project Proposal

Prepared for: Alameda Police Department

Prepared By: Ava Garavatti

Ava G. Investigative Services

California Private Investigator License # 28975

P.O. Box 3564 San Ramon, CA 94583

Proposal Date: May 13, 2025

Proposal Number: AGIS 25-2

## Executive Summary

### Background

Ava G. Investigative Services (AGIS) offers its clients over 30 years of law enforcement and investigative experience. AGIS offers a unique top to bottom perspective of public safety agencies AGIS targets areas of Background Investigations in the public sector. AGIS was founded primarily to assist law enforcement in identifying and hiring the most qualified personnel. AGIS does this by conducting thorough and cost-effective background investigations.

### Objective

The objective of AGIS is to assist your organization by relieving the financial burden of hiring and providing investigative services in completing thorough and complete background investigations in a timely manner. This will allow your personnel to focus on other priorities within the department while recognizing savings at the same time. Our objective is to identify the most qualified personnel for the Alameda Police Department.

### Goals

The goal of AGIS is to work with the Alameda Police Department to complete background investigations on newly hired Police Officers, Public Safety Dispatchers, and civilian staff.

### Solution

AGIS offers 30 years of experience working from line level to management level in a public safety organization and knows what the desirable characteristics are in a public safety employee. The most efficient and cost-effective solution for the Alameda Police Department is hiring the services of AGIS.

AGIS is confident it can reduce the cost to the organization while completing the background investigation in a timely manner. At the same time, AGIS will provide the Alameda Police Department with both excellent customer service and an excellent finished product. All background investigations will be completed following California POST guidelines and dimensions.

### Proposed Services

AGIS provides a thorough Background Investigation process on all candidates.

It will include but is not limited to the below items:

1. Completed Background Investigation Report. The investigation narrative delves into areas such as the candidate's *Driving History*, *Criminal Record Check*, *Credit History*, *Education Verification*, *Military History*, *Relationships*, *Employment History*, *Family*

*Members/ Personal References and Residence History.* The completed investigative report is accompanied by the necessary supporting documentation.

2. All POST Background Investigations for Police Officers and Public Safety Dispatchers are based on ten investigative dimensions. Each dimension is assessed as part of the investigation. The investigative dimensions include: *Integrity, Impulse Control/Attention to Safety, Substance Abuse and Other Risk-Taking Behavior, Stress Tolerance, Confronting and Overcoming Problems, Obstacles and other Adversity, Conscientiousness, Interpersonal Skills, Decision Making and Judgment, Learning Ability and Communication Skills.*

3. Personal contact and in person interviews of all parties deemed to be significant. These parties include but are not limited to family, close personal friends, co-workers, employers, past and present.

4. AGIS will interview candidate at the start of the background process.

### **Insurance**

Attached to this proposal is a copy of Ava G. Investigative Services, Inc. Certificate of Liability Insurance, Private Investigator License, and Automobile Insurance.

Ava G. Investigative Services conducted backgrounds for the below listed agencies.

Alameda Fire Department

BART Police Department

Central County Fire Department

Daly City Police Department

Fremont Police Department

Hayward Police Department

Pleasanton Police Department

San Francisco Community College Police Department

San Rafael Police Department

San Ramon Valley Fire Protection District

University of California San Francisco Police Department

## Ava G. Investigative Services

P.O. Box 3564 San Ramon, CA 94583  
Phone: 925-580-4856 • Fax: 925-954-4392 • E-Mail: a.g.inc@comcast.net  
License# 28975

### Exhibit: B

# Package/Pricing

Alameda Police Department personnel will conduct the Pre-Employment Interview to determine the suitability of the candidate. If it is determined a background investigation is warranted, AGIS will complete the background investigation.

**The service is offered at a flat fee of \$2,000 with an annual increase of \$100 every other subsequent year not exceeding \$2,200 flat rate.**

- a. AGIS will charge the current IRS Standard Mileage Rate per mile for necessary travel during investigations. The travel included is for neighborhood checks, contacts of employers, etc. Reimbursement will be sought at the conclusion of the investigation. This mileage reimbursement rate is an industry standard.
- b. In the event an investigation is not completed due to the candidate withdrawing from the process, or due to the Alameda Police Department disqualifying the candidate, AGIS will charge a minimum rate of \$350.00 or if investigation goes above five hours the rate will be \$65.00 per hour not to exceed the fee for a completed investigation.
- c. Cost of travel, **lodging and per diem**, of any significant distance deemed necessary for completion of background would be the responsibility of the Alameda Police Department. Travel **will not** be done without prior permission of the Alameda Police Department.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by valid written contract.	Blanket as required by valid written contract.
Additional Information: <div><div><div>DS</div><div>Le</div></div><div>6/25/2025</div></div>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;  
in the performance of your operations for the additional insured at the location shown in the Schedule.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law;

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance

afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

- c. Regardless of the date of occurrence or when the injury or damage first occurs or is first discovered, a person's or organization's status as an additional insured under this endorsement ends upon the earliest of:

- (1) The completion or termination of the contract or agreement between you and the additional insured for the location shown in the Schedule;
- (2) The date you cease actively performing operations for the additional insured at the location shown in the Schedule; or
- (3) The expiration or termination date of the policy or this endorsement.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to liability or damages for "bodily injury", "property damage", or "personal and advertising injury":

- 1. Caused by, arising from, or included in the "products-completed operations hazard";
- 2. Arising out of the additional insured's sole negligence;
- 3. Arising out of work or operations performed by you that were completed prior to the effective date of this endorsement; or
- 4. Which continues or progressively deteriorates after you cease actively performing operations for the additional insured at the location shown in the Schedule, even if the injury or damage first occurred, or is alleged to have first occurred, during the course of your operations for the additional insured.

- C. Solely for purposes of this endorsement, the following definition is deleted in its entirety and replaced by the following:

- 1. "'Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed;
  - (b) When all of the work to be done at the location shown in the Schedule has been completed if your contract calls for work at more than one location; or
  - (c) When that part of the work done at the location shown in the Schedule has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

!!??ance

CSAA Insurance Exchange  
P.O.Box 22221  
Oakland, CA 94623-2221

Automobile Policy Declarations

Please keep with your policy. See Important Notice on reverse.

For questions or changes call: 800.922.8228

1. Name and Address of Insured

DANNA ALIANO  
AVA GARAVATTI  
2686 DERBY DR  
SAN RAMON, CA 94583-4311

DS  
LC

6/25/2025

Declarations type	Amended Renewal	Process Date	05-05-2025
Policy Number	CAAS100041668	Insured Since	1990
From	12:01 A.M. Standard Time at the address of the Named Insured, but not prior to the time applied for rx, if this is a replacement declarations, not prior to the time coverage change was requested.		
Your Policy Period	05-29-2025	To	05-29-2026
	12:01 A.M. Standard time at the address of the Named Insured.		

Alternate Address Occupation Retired Alternate Number (925) 577-3235 Telephone Number (925) 804-6114

Item Make	Model Yr Body type	Vehicle Identification No.	Name	ADBI
1 JAGUAR	2020 SUV	SADFP2FX3L1013740	DANNA	y
2 JAGUAR	2024 SUV	SADHM2S16R1632652	AVA	y
Drivers do not necessarily correspond to principally operated vehicles.				
Coverage	Liability Limits	Item 1 Limit Premium	Item 2 Limit Premium	Deductible/T-Pr-rem,um
Bodily Injury	Each Person 500,000 Each OCCurrence 500,000	\$245	\$185	
Medical Payments	5,000	\$11	\$9	
Uninsured Motorists	500,000	\$70	\$64	
Uninsured Motorist Property Damage	0	NOCOV	NOCOW	
Property Damage	500,000	\$329	\$296	
Comprehensive Actual Cash Value Less Deductible	100	\$202	100	\$309
Full Comprehensive Safety Glass Endorsement (\$0 deductible)	Nocov <sup>1</sup>		Nocov <sup>1</sup>	
Collision Actual Cash Value Less Deductible	1,000	\$445	1,000	\$766
Collision Deductible Waiver	INCL		INCL	
Rental Car Reimbursement Coverage \$ Limit per day / max days	\$50/30	\$52	\$50/30	\$52
All Risks Actual Cash Value Less Deductible	No Coverage	No Coverage		
Vehicle Loan/Lease Protection Endorsement	No Coverage	No Coverage		
New Car Added Protection Endorsement	No Coverage	No Coverage		
Original Equipment Manufacturer Parts (OEM) Endorsement	No coverage	No Coverage		
Ride-sharing Coverage Endorsement	No coverage	No Coverage		
TOTAL PREMIUM PER VEHICLE		\$1,354	\$1,681	
* Automobile Death Benefits \$15,000 per deceased insured person				Premium \$6
Premium Summary This is not a bill. CA Surcharge: \$0 CA Special Fraud Assessment Fee: \$3.52 Total Premium: \$3,044.52 Total Premium shown is for the Member Advantage™ Program.				
EXCLUSIONS There is no coverage provided by this Policy while the following individual(s) operate a motor vehicle: None				
Schedule of Changes				

Item	Rated Driver	Driv Safety Record	Yrs Driv Exp	Prior Ann Miles	Future Ann Miles	Veh Garage Zip	Vehicle Usage	Marital	
1	AVA GARAVATTI	0 Pt	46	5000 Mi	5000 Mi	94583	Pleasure	M	See final page for explanation of codes.
2	DANNA ALIANO	0 Pt	45	3000 Mi	3000 Mi	94583	Pleasure	S	

Discounts:

Mature Driver: None.  
Good Driver: Item(s) 1, 2.  
Multi Policy Home: Item(s) 1, 2.

Multi Car: Item(s) 1, 2.  
New Driver: None.  
Good Student: None.

CHASE AUTO FINANCE PO BOX 80015 ATIANTA GA 30366	CHASE AUTO FINANCE PO BOX 80015 ATIANTA GA 30366	You may qualify for other products and discounts. For more info call your Insurance Agent  Nancy P Hazen (925) 314-2611
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IMPORTANT NOTICE: THIS IS A PART OF YOUR DECLARATIONS

The insurance *afforded* is only with *respect* to such of the *preceding coverages* as *are* indicated by *specific* premium charge or charges. The limit of the Exchange's liability under each such coverage shall be as stated herein, subject to all the terms of the policy. The purpose for which the automobile is to be used is pleasure or business, subject to the exclusions in the policy, including the exclusion for wholesale and retail delivery.

RENEWAL CERTIFICATE - Extends this policy for the period shown under Policy Period upon payment of the premium.

AMENDED DECLARATIONS - In consideration of the premium adjustment indicated herein this policy is hereby amended only with respect to such changes as are indicated in the schedule of changes. The limit of the Exchange's liability under such amended *coverage* shall be as stated herein.

LOSS PAYEE(S) - Any loss under Physical Damage *coverages* is payable as interest may appear to the named insured and the Loss Payee in accordance with the loss payable agreement.

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

RATING INFORMATION DISCLOSURE EXPLANATION

(From Discounts/Messages Section on Previous Page)

ITEM (ITEM NUMBER): Item number is the number assigned to the vehicle shown on the Declarations.

RATED DRIVER: The driver assigned to a vehicle whose attributes (e.g., years driving experience, driving safety record and marital status) are used to develop the premium.

DRIV SAFETY RECORD (DRIVING SAFETY RECORD): The total number of points assessed the driver for "principally at fault chargeable accidents" with or without injury and/or vehicle code violation convictions (tickets). A "principally at fault chargeable accident" occurs when the driver of a vehicle is at least 51% at fault for an accident and the total monetary damages (whether paid or not) in the accident exceed:

- \$750 or the accident resulted in death for losses occurring prior to 12/11/11
- \$1,000 or the accident resulted in death for losses occurring 12/11/2011 or after

Additional information on the number and types of incidents can be provided on request. Carriers use different point count systems for rating purposes. The number of points shown on your declarations would not necessarily match the number of points assigned by another carrier.

YRS DRIV EXP (YEARS DRIVING EXPERIENCE): The number of years a driver has been licensed to drive a motor vehicle anywhere in the world. However, a driver must have at least 18 months current driving experience in the United States, U.S. Territories, or Canada, before foreign country driving experience can be counted.

PRIOR ANN MILES (PRIOR ANNUAL MILES DRIVEN): The estimated number of total miles a vehicle was driven during the year just past.

FUTURE ANN MILES (FUTURE ANNUAL MILES DRIVEN): The estimated number of total miles a vehicle will be driven in the coming year.

VEH GARAGE ZIP (VEHICLE GARAGED ZIP CODE): The ZIP code of the location where the vehicle is garaged.

VEHICLE USAGE: Vehicles are assigned to one of five usage designations: Business Use, Work Commute, Farm Use, Farm Business Use or Pleasure.

MARITAL (MARITAL STATUS): "M" stands for Married, and "S" stands for Single.

DISCOUNTS: A reduced rate applies for each Discount listed.



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6/25/2025

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Alternate Address	Occupation	Alternate Number	Telephone Number
	Retired	(925) 577-3235	(925) 804-6114

Item Make	Model Yr Body type	Vehicle Identification No.	Name	ADBI
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Coverage	Liability Limits	Item 1 Limit	Item 1 Premium	Item 2 Limit	Item 2 Premium	Item 3 Limit	Item 3 Premium	Item 4 Limit	Item 4 Premium
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Vehicle Loan/Lease Protection Endorsement		No Coverage		No Coverage					
New Car Added Protection Endorsement		No Coverage		No Coverage					
Original Equipment Manufacturer Parts (OEM) Endorsement		No coverage		No Coverage					
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