

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this 24<sup>rd</sup> day of May, 2022 ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation ("**the City**"), and Cooke & Associates, Inc., a (California corporation), whose address is 145 Town and Country Drive, Suite 108, Danville, CA 94526 ("**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.

A. The City is in need of the following services: Conduct pre-employment background investigation services with assigned candidates, as further described in the Scope of Work (Exhibit A). The Provider has the skills and services necessary to complete a background investigation which meets or exceeds the State of California Background Standards. Provider was selected on a sole source basis as they demonstrate a leading industry background investigation process to assist in hiring the most qualified personnel to serve the community. Provider further has the resources to meet the Fire Department's expeditious hiring timeline due to a competitive hiring market.

B. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

C. The City and Provider desire to enter into an agreement for pre-employment 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 24<sup>th</sup> day of May 2022, and shall terminate on the 23<sup>rd</sup> day of May 2027, unless terminated earlier as set forth herein.

#### **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 7<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.

b. If you wish to encumber department funds for the aggregate amount of the contract compensation, then state: The total five-year compensation for this Agreement shall not exceed \$74,000. 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 agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

**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.

**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. 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 (5). 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.

DS  
Hd

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.

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

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

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(S):

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).

E. 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.

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. 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**").

b. 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.

c. 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  
Fire Department  
1300 Park Street  
Alameda, CA 94501  
ATTENTION: Nicholas Luby, Fire Chief  
Ph: (510) 337-2102 / [nluby@alamedaca.gov](mailto:nluby@alamedaca.gov)

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

Cooke & Associates, Inc.  
145 Town and Country Drive, Suite 108  
Danville, CA 94526  
ATTENTION: Harry Arruda  
Ph: (408) 842-0602 / [harry@cookepi.com](mailto:harry@cookepi.com)

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

City of Alameda  
Fire Department  
1300 Park Street  
Alameda, CA 94501  
ATTENTION: Monique Raqueno  
Ph: (510) 337-2105 / [mraqueno@alamedaca.gov](mailto:mraqueno@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 the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorney's fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

**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. [See Certification of Compliance attached.]

**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.

**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.

**26. 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.

**27. 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.

**28. 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.

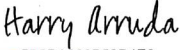
**29. CONTROLLING AGREEMENT:**

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.


COOKE & ASSOCIATES, INC  
a California corporation

DocuSigned by:  
  
5D2B3089552D4E6...  
Harry Arruda  
Chief Executive Officer

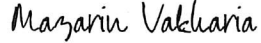
CITY OF ALAMEDA  
a municipal corporation

  
Dirk Brazil  
Interim City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:  
  
E1798A3EEC794A6...  
Nicholas Luby  
Fire Chief

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:  
  
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Mazarin Vakharia  
Staff Attorney

**Certification of Compliance  
With the City of Alameda's Vaccination Requirement**

The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated<sup>1</sup> against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

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By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.

I declare under penalty of perjury that the foregoing is true and correct.

Cooke & Associates, Inc.

Date: 5/19/2022

DocuSigned by:

*Harry Arruda*

5D2BA0A9B52D4E0

By: Harry Arruda

Its Chief Executive Officer

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<sup>1</sup> For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

## **SCOPE OF WORK**

### **A. Services Description and Expected Outcome (Scope of Services)**

The contractor will conduct POST compliant public safety background investigations on sworn and non-sworn candidates to include but not limited to, firefighters, EMTs, paramedics, support staff, technicians, dispatchers, records clerks, and community service officers. The background will attempt to verify the absence of past behavior indicative of unsuitability to perform public safety duties. The investigation shall consider all of the following dimensions – Integrity, Impulse Control/Attention to Safety, Substance Abuse and Other Risk-Taking Behavior, Stress Tolerance, Confronting and Overcoming Problems, Obstacles and Adversity, Conscientiousness, Interpersonal Skills, Decision-Making and Judgment, Learning Ability and Communication Skills.

The Background Investigation shall include a Personal History Statement (PHS) that is completed, signed and dated by the individual applicant. The PHS shall include inquiries related to personal identifying information, relatives and references contact information, education history, residence history, experience and employment history, military history, financial history, legal history, driving history, and other topics related to moral character.

The background investigator shall summarize the investigation results in a background narrative report that includes sufficient information for the reviewing authority to extend, as appropriate, a conditional offer of employment. The report, along with all supporting documentation obtained during the course of the background investigation, shall be included in the candidate's background investigation file. The supporting documents shall be originals or true, current, and accurate copies as attested to by the background investigator

### **B. Deliverables, Milestones, and Timeline for Performance**

The contractor(s) shall notify the City of applicant(s) scheduled interview date and also notify the City if any referred applicant fails to make an appointment for their interview.

A preliminary report that covers the listed background investigation dimensions must be supplied to the City within in one (1) week of the applicant's initial in-person interview and provide enough detailed information to allow the City to make an informed decision about whether to recommend a full and complete background investigation of the applicant. The preliminary report shall clearly identify the requesting department as Alameda Fire Department and the applicant's name. This report should be supplied in electronic format via Email. Should a full background be requested, the final background (less any outstanding but requested records checks) shall be delivered to the City no later than 30 business days from the date the City authorizes a full background investigation.

The final report shall be bound in a 3-ring binder large enough to hold all documentation, generally 1"-1 ½" and delivered to the City either in person or via regular U.S. mail or other courier service. The binder shall have labeled tabs for the various investigative dimensions.

Packages containing personal identifying information shall be marked confidential.

The final report may include a picture of the applicant as they appeared for their initial in-person interview. Extensions may be granted as determined to be appropriate by both parties for unforeseen delays.

**C. Performance Standards**

Performance shall be measured according to whether the contractor meets stated timelines for notifications and delivery as per Section B Deliverables, Milestones, Timeline Performance.

**D. Payment Schedule**

1. Candidate is scheduled for interview but does not arrive and does not provide 24-hour notice. \$350.00
2. Candidate withdraws after initial interview but before investigative narrative summary complete \$350.00
3. City non-select or candidate withdrawal after initial interview investigative narrative summary completed - Prorated based on work performed.
4. Candidate withdraws or City receives disqualifying information well into the process (records checks, reference checks, legal checks, employment verification, etc. completed) - Prorated based on work performed.
5. Complete background investigation delivered within 30-45 business days from City authorization to conduct complete background (Phase 2) \$1850.00
6. Expedited fee: if background is requested prior to 30 working days from City authorization to conduct complete background after PHS interview submitted) \$350.00

All stated fees reflect local area travel and consistent time and expense, local area has been defined as within Alameda County. The contract monitor must approve any out-of-area travel and/or unusual expenses prior to contractor incurring those expenses. Such expenses, if approved, must be billed at the actual price with no mark-up charge.

Fees for services are payable within 30 days of receipt of completed documentation and acceptable invoice.

**CONTRACT POLICY**

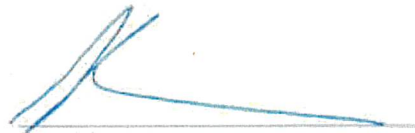
ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF  
Cooke & Associates, Inc.  
A California Corporation

The undersigned, representing all or a majority of the Directors of Cooke & Associates, Inc., a California corporation, do hereby adopt the following resolution effective on or about the 18th day of April, 2018:

WHEREAS, the Board of Directors has determined that it will be necessary, from time to time, to enter into contracts with other business and/or individuals, be it

RESOLVED, that Harry Arruda, President of the corporation, be and is hereby authorized to sign said contracts on behalf of the corporation without further written authorization from the Board of Directors, and be it

FURTHER RESOLVED, that a copy of all contracts shall be kept on file for review and made available at the request of the Board of Directors and that said authorization shall be in effect until further action from the Board of Directors.



DIRECTOR





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2022

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

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

<b>PRODUCER</b> Bone, Robertson & McBride, Inc. 160 Alamo Plaza, Unit 1239 Alamo CA 94507	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 925-674-1000 <b>FAX</b> (A/C, No): 925-503-0472 <b>E-MAIL</b> <b>ADDRESS:</b> certificates@brmins.com														
<b>INSURED</b> Cooke And Associates, Inc. 4101 F Dublin Blvd. # 337 Dublin CA 94568	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Allied World Surplus Lines</td> <td>24319</td> </tr> <tr> <td>INSURER B : United Financial Casualty Co</td> <td>11770</td> </tr> <tr> <td>INSURER C : Milford Casualty Insurance Co</td> <td>26662</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Allied World Surplus Lines	24319	INSURER B : United Financial Casualty Co	11770	INSURER C : Milford Casualty Insurance Co	26662	INSURER D :		INSURER E :		INSURER F :	
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**COVERAGES****CERTIFICATE NUMBER:** 353144882**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors&Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	5200-2519-03	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			00675169-3	5/3/2022	5/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	MWC1034001	5/8/2022	5/8/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Subject to a signed and dated written contract or written agreement, the certificate holder is included as additional insured as respects General Liability, primary & non-contributory wording applies. General Liability Blanket Waiver of Subrogation applies. All blanket endorsements apply only when required per written contract or written agreement executed prior to an occurrence. Please see attached "disclosure" page.

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured with regards to General Liability, primary & non-contributory wording applies. General Liability and Workers Compensation Waiver of Subrogation applies. 30 day notice of cancellation applies, except for 10 day notice of cancellation for nonpayment of premium (applies to General Liability policy only).

**CERTIFICATE HOLDER****CANCELLATION**

OK LKC City of Alameda Fire Department 1300 Park Street Alameda CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## INFORMATION REGARDING THIS CERTIFICATE OF INSURANCE

We have been instructed by the "First Named Insured" to issue a Certificate of Insurance only for those policy numbers listed on the reverse side of this form. **This Certificate is issued "as a matter of information only" and does not supersede any Insurance Company cancellations, exclusions or limitations and is not a contract between you and any Named Insureds or Bone, Robertson & McBride, Inc. (The Certificate Holder is warned that it is not entitled to rely on the Certificate itself for insurance coverage).** Please note that if listed below and unless it is indicated to the contrary on the reverse side of this form, all the following items apply to your interest (if any);

1. Certificate does not state you are an additional insured on the General Liability policy (if any).\*
2. Certificate does not state you are an additional insured on the Auto Policy (if any).\*
3. Certificate does not state you are an additional insured on the Property Portion of the policy (if any).\*
4. Certificate does not state you are an additional insured on the Excess/Umbrella Liability policy (if any).\*
5. Certificate does not state you are a loss payee on any of the mentioned policies (if any).\*
6. Certificate does not state there is a waiver of Subrogation on the Workers' Compensation, General Liability, Auto, Property or Inland Marine Policy(s), or any policy, in your favor (if any).\*
7. Certificate does not state there is any primary insurance coverage and/or a separate per project aggregate amount in your favor, (if any).\*
8. Cancellation for non-payment of monies due to keep any policy(s) in force shall be 10 days.
9. As respects the Workers Compensation policy (if any), the insured has a continuous option to include or exclude certain individuals for coverage.
10. In the event of any cancellation or modification of the policies described on the reverse side of this form, you will not be notified of any changes by Bone, Robertson & McBride, Inc.
11. Bone, Robertson & McBride, Inc., has issued this Certificate "as a matter of information only" and does not state, warrant or guarantee that any terms and conditions of the policy(s) listed on the reverse side of this form, conform to the Contract requirements between you and the named insured(s). Further, Bone, Robertson & McBride, Inc., disclaims any contractual relationship with you, including this "as a matter of information only" Certificate. You are not entitled to rely on the Certificate itself for Insurance Coverage.

**The Insurance Limits shown on the reverse side are only Policy Limits that were in force at the inception of such policy(s) and may have been reduced by claims and occurrences and expenses. Any such reductions have not been stated on the reverse side of this form.**

**\*IMPORTANT!** If such status were to be stated on the reverse side of this form; for such potential coverage to be valid, one of the conditions requires that prior to the "Occurrence" a written Contract between the Parties must have been in effect requiring such status and for the specific task(s) to be performed and is not contrary to public policy.

**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
<p>Blanket Basis – Any entity that the named insured through written contract or agreement agrees to include as an additional insured.</p> <p>Item 4.b. of Section IV – commercial liability conditions is amended by the addition of the following: (3) this insurance is primary and /or noncontributory to any coverage afforded to the "additional insured" if a written contract or agreement states the named insured agrees to name a person or entity as an additional insured.</p>	Any
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(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. 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

Policy Number: 5200-2519-03  
ID Code: 001

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

**Any person or organization against whom you have agreed to waive your right of recovery in a written contract provided such a contract was executed prior to the date of loss.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 00 03 13**  
**(Ed. 04-84)****WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	5/8/2022	Policy No.	MWC1034001	Endorsement No.	0
Insured	Cooke & Associates, Inc			Premium \$	73,071
Insurance Company	Milford Casualty Insurance Company				

Countersigned by \_\_\_\_\_

**WC 00 03 13**  
**(Ed. 04-84)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLICY CHANGES**

Policy Change  
Number

POLICY NUMBER  5200-2519-03	POLICY CHANGES EFFECTIVE 4/28/2022	COMPANY  Allied World Surplus Lines Insurance Co.
NAMED INSURED  Cooke And Associates, Inc.		AUTHORIZED REPRESENTATIVE  The Mechanic Group Inc.
COVERAGE PARTS AFFECTED  COMMERCIAL GENERAL LIABILITY COVERAGE		

### **CHANGES SCHEDULE NOTICE OF CANCELLATION**

Number of Days of Advance Notice: 30 (For Other Than Non-Payment)
Name of Person or Organization: City of Alameda Fire Department Street Address: 1300 Park Street City, State, Zip Code: Alameda, CA 94501
<p>If we cancel this policy we will provide advance notice of the cancellation to the person or organization shown in the SCHEDULE above. The policy period will end on the cancellation date.</p> <p>If we cancel for non-payment we will provide 10 days of advance notice.</p> <p>If we cancel for any other reason, we will provide advance notice allowing the number of days shown in the SCHEDULE above.</p> <p>If the person or organization in the schedule above is a named insured and the Number of Days of Advance Notice shown above is less than the number of days required by the state in Item 1 of the Declarations, then the number displayed there is amended to be equal to the requirement in that state.</p> <p>If Notice of Cancellation is mailed, proof of mailing to the address shown in the SCHEDULE above will be sufficient proof of notice.</p>

\_\_\_\_\_  
Authorized Representative Signature

