

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF OCEANSIDE AND  
PIERSIDE INVESTIGATIONS**

This Agreement for Professional Services ("AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_, 2025, by and between the CITY OF OCEANSIDE, a California charter city and municipal corporation, ("CITY") and **PIERSIDE INVESTIGATIONS**, a California Licensed Private Investigations Group ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**Section 1. Term of Agreement.**

Subject to the provisions of Section 18 of this AGREEMENT, the term of this AGREEMENT shall be for a period of three (3) years, with contract end date of **March 31, 2028**. Such term may be extended for four (4) additional one-year periods upon written agreement of both parties to this AGREEMENT, subject to Section 18.

**Section 2. Scope of Services.**

CONSULTANT agrees to perform the services set forth in **Exhibit "A" ("Scope of Work")** which is incorporated herein as if fully set forth; provided, however, that should any covenant, requirement, provision or condition of the Scope of Services be in conflict with any covenant, requirement, provision or condition of this AGREEMENT, the terms of this AGREEMENT shall prevail.

**Section 3. Additional Services.**

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in the Scope of Services, unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

**Section 4. Compensation and Method of Payment.**

(1) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay, and CONSULTANT agrees to accept for said services the total compensation (including reimbursement for actual expenses), as follows:

- a. March 1, 2025 – June 30, 2025: an amount not to exceed ONE HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS (\$120,000.00) .

b. July 1, 2025 – June 30, 2026: an amount not to exceed TWO HUNDRED THIRTY-FOUR THOUSAND DOLLARS AND NO CENTS (\$234,000).

c. July 1, 2026 – June 30, 2027: an amount not to exceed TWO HUNDRED FOURTY FIVE THOUSAND DOLLARS AND NO CENTS (\$245,000).

d. July 1, 2027 – March 31, 2028: an amount not to exceed ONE HUNDRED EIGHTY-FOUR DOLLARS AND NO CENTS (\$184,000).

(2) After each background investigation has been completed, CONSULTANT shall furnish to CITY an original invoice for all services performed and expenses incurred for each investigation. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event CITY disputes any charges or expenses, CITY shall return the original invoice to CONSULTANT for correction and resubmission.

(3) Except as to any charges for services performed or expenses incurred by CONSULTANT, which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

(4) Payment to CONSULTANT for services performed pursuant to this AGREEMENT shall not be deemed to waive any defects in services performed by CONSULTANT.

## **Section 5. Inspection and Final Acceptance.**

CITY may inspect and accept or reject any of CONSULTANT's services under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's services within fifteen (15) days after submitted to CITY. CITY shall reject services by a timely written explanation, otherwise CONSULTANT's services shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such services except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's services by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, Sections 14 and 15, pertaining to indemnification and insurance, respectively.

## **Section 6. Ownership of Documents.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

## **Section 7. Consultant's Books and Records.**

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

## **Section 8. Status of Consultant.**

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, **full-time employee** or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) All applicable CITY employees, including retired annuitants, who are not full-time employees of CONSULTANT, must complete a Conflict of Interest Disclosure/Determination Form as required under Administrative Directive AD-11. This ensures compliance with CITY policies and confirms that no actual, potential, or apparent conflicts of interest exist regarding the services provided under this AGREEMENT.

(c) Personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any

time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees, staff or agents of CITY.

(d) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits, which may otherwise accrue, to CITY's employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights, and shall indemnify and protect CITY from and against any claims to such rights made by CONSULTANT's officers, employees, staff, or agents.

(e) CONSULTANT may have employees or agents serving as CONSULTANT's representative under this Agreement who are a "retired annuitant" under a public retirement system in the State of California, such as the California Public Employees' Retirement System ("CalPers"), the County Employees Retirement Law of 1937 (the "1937 Act"), the California State Teachers' Retirement System ("CalSTRS"), or any other similar retirement system available to California public employees, intended to replace, in whole or in part, work. To the extent CONSULTANT has any retired annuitant employees, CONSULTANT hereby acknowledges and assumes the risk of any and all claims, costs, penalties, fines, or backpay that may arise in the event that CITY is found to be an "employer" under common-law or State Assembly Bill 5 and Labor Code section 2750.3. CONSULTANT shall advise its officers, employees, and agents of this risk and hereby agrees to defend and indemnify the CITY, to the fullest extent allowable by law, against any claims for damages or enforcement actions related to the CONSULTANT'S employees' status as retired annuitants and from any and all costs, fines, backpay, and/or penalties.

#### **Section 9. Standard of Performance.**

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

#### **Section 10. Compliance with Applicable Laws; Permits and Licenses.**

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT, **including but not limited to State Assembly Bill 5 and Labor Code section 2750.3.**

CONSULTANT shall maintain an active private investigator license from the State of California at all times during this AGREEMENT.

In addition, CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, and CITY shall be entitled to defense and indemnity from CONSULTANT pursuant to Section 14, as a result of any failure of CONSULTANT to comply with this section.

## **Section 11. Nondiscrimination.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

## **Section 12. Conflicts of Interest.**

The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 14, for any claims for damages resulting from the CONSULTANT'S violation of this Section.

## **Section 13. Confidential Information; Release of Information.**

(a) All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain. All instruments of service provided by CONSULTANT in performance of this AGREEMENT shall be considered a public record under California law. CONSULTANT shall not release or disclose any such information or instruments of service to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, staff or agents, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, or agent of CONSULTANT, provides any information or instruments of service in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, staff or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

#### **Section 14. Indemnification.**

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall defend, indemnify, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of CONSULTANT's negligent performance of any services under this AGREEMENT, or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, staff, or employees, committed in performing any of the services under this AGREEMENT.

(b) The foregoing obligations of CONSULTANT shall not apply to the extent that the CLAIMS arise from the sole negligence or willful misconduct of CITY or its elected and appointed boards, officials, officers, agents, employees and volunteers.

#### **Section 15. Insurance.**

CONSULTANT agrees to obtain and maintain in full force and effect, during the term of this AGREEMENT, the following insurance:

(a) **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, to the extent required by law, and provide certification of such compliance as a part of this Agreement.

(b) **LIABILITY INSURANCE.**

1. CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.
2. CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

3. If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
4. All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
5. All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
6. CONSULTANT shall provide thirty (30) days written notice to the CITY should any insurance policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
7. CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
8. CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

9. Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

- (c) **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Million dollars (\$2,000,000).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- (d) CONSULTANT shall furnish properly executed endorsements and certificates of insurance to CITY prior to commencement of services under this AGREEMENT. Such endorsements and certificates shall:

1. Clearly evidence all coverages required above, including specific evidence of a separate endorsement naming CITY as an additional named insured;
2. Indicate whether coverage provided is on claims-made or occurrence basis; and
3. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on thirty (30) days prior written notice, via first class mail to CITY.

CONSULTANT agrees to provide CITY with copies of all required policies upon request.

#### **Section 16. Assignment.**

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT.

#### **Section 17. Continuity of Personnel.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.



## **Section 18. Termination of Agreement.**

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CITY may terminate this AGREEMENT at any time if funds are no longer appropriated for the work to be performed by CONSULTANT.

(c) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(d) If either CONSULTANT or CITY fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT or CITY may terminate this AGREEMENT immediately upon written notice.

(e) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY, which is in CONSULTANT's possession, shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for services performed and expenses incurred by CONSULTANT. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this AGREEMENT.

## **Section 19. Default.**

In the event that CONSULTANT is in default under the terms of this AGREEMENT, CITY shall not have any obligation or duty to continue compensating CONSULTANT for any services performed after the date of default and may terminate this AGREEMENT immediately by written notice to CONSULTANT.

## **Section 20. Excusable Delays.**

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

## **Section 21. Cooperation by City.**

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the services as outlined in the Scope of Services, shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the services to be performed under this AGREEMENT.

## **Section 22. Notices.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: Taurino Valdovinos, Chief of Police  
Oceanside Police Department  
3655 Mission Ave.  
Oceanside, CA 92054

To CONSULTANT: Steve Peppard  
Pierside Investigations, LLC.  
4345 Palomar Drive  
Fallbrook, California 92028

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service.

**Section 23. Authority to Execute.**

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

**Section 24. Binding Effect.**

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**Section 25. Modification of Agreement.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by CONSULTANT and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**Section 26. Waiver.**

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

**Section 27. Law to Govern; Venue.**

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Diego, North County Division. In the event of litigation

in a U.S. District Court, venue shall lie exclusively in the Southern District of California, in San Diego. CONSULTANT hereby expressly waives any right to remove any action from San Diego County as is otherwise permitted by Code of Civil Procedure section 394.

**Section 28. Dispute Resolution.**

The parties hereby mutually agree that should any dispute arise out of or relate to this AGREEMENT, or its alleged breach thereof, said parties shall first attempt to settle such dispute or alleged breach by good faith negotiation. If, after good faith negotiation the parties are unable to resolve the dispute, the parties may, but are not obligated to submit the dispute to mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration, litigation, or other action.

**Section 29. Attorneys' Fees, Costs and Expenses.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

**Section 30. Entire Agreement.**

This AGREEMENT, including Exhibit "A," constitutes the entire, complete, final, and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party, which are not embodied herein shall be valid and binding. To the extent that the terms and conditions of this AGREEMENT conflict with, or are in any way inconsistent with, the terms and conditions of Exhibit "A," the terms and conditions of this AGREEMENT will prevail.

**Section 31. Severability.**

If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF OCEANSIDE,

PIERSIDE INVESTIGATIONS

By \_\_\_\_\_  
Jonathan Borrego, City Manager

By: Stacy OWNER/Qualified  
Name/Title MAINT

Taurino Valdovinos  
Taurino Valdovinos, Chief of Police

APPROVED AS TO FORM:

Nelson Candelario  
Nelson Candelario, Senior Deputy City Attorney

**NOTARY ACKNOWLEDGEMENTS OF CONTRACTOR MUST BE ATTACHED.**

## EXHIBIT A – SCOPE OF WORK AND PRICING



### **Background Investigations & Polygraph Pricing Oceanside Police Department - 2025 – March 2028**

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#### **What you can expect from Pierside Investigations**

Pierside Investigations believes in being very thorough in all its investigations. You can be assured that all aspects of the applicant's background will be scrutinized and presented to you for review. As a rule, we do not give opinions in the background report. However, all facts, good and bad, are presented along with any corresponding POST / Fire Dimensions. The company has a great reputation with the law enforcement and public service community and works well with the local POST auditors. The following is an abbreviated list of what Pierside Investigations includes in background investigations:

- All contacts are made in person, by mail/email, or by telephone.
- The applicant's current job will be visited in person. Also, if there are any questionable employment issues, they will be visited in person.
- All law enforcement/ fire department job backgrounds will be visited in person.
- A home visit and neighborhood check will be done in person.
- All needs are tailored for your agency and applicant.
- Most importantly, POST guidelines, legal case law, and government codes are always observed and followed.

We help to save your department money on salaries, insurance, benefits, office supplies, and time and give you the most complete background possible. Pierside Investigations would like to meet with all personnel involved in the process. This is to facilitate a good working relationship and to discuss your department's guidelines (besides POST dimensions) to report possible disqualifications and procedures for reporting.

#### **2025 Pricing\*:**

<i>Background</i>	<i>\$1700.00</i>
<i>Executive Background Investigations</i>	<i>\$3000.00</i>
<i>Polygraph</i>	<i>\$400.00</i>
<i>*Combined discount if continues into BG</i>	<i>- \$75.00</i>
<i>PIQ per Investigator per hour</i>	<i>\$80.0</i>

#### **2026 – March 2028 Pricing:**

<i>Background</i>	<i>\$1800.00</i>
<i>Executive Background Investigations</i>	<i>\$3000.00</i>
<i>Polygraph</i>	<i>\$400.00</i>
<i>*Combined discount if continues into BG</i>	<i>- \$75.00</i>
<i>PIQ per Investigator per hour</i>	<i>\$80.0</i>

\*For all other agencies this pricing went into effect in 2024.

#### **Disqualified Applicants**

If our investigator discovers information that might disqualify the applicant from your process, you will receive a phone call outlining those issues. At that time, you can allow the investigation to continue or suspend it; it is totally up to you or your representative in the agency. If you wish the investigation to be suspended, a short report outlining the circumstances will be presented to your department, and the final decision will rest on you. This information and report will be presented to you as soon as possible during the background.

If you request a suspension on the investigation and it was worked on for less than 10 hours, which is typical, you will only be billed at an hourly rate of \$80.00. On average, a disqualified background is between seven to ten hours. Any time past 10 hours will be billed at the full background rate.

Your department will approve extended travel or overnight stays before scheduling commitments. These items will be billed only at the face value of the travel plus an hourly work rate. Any out-of-town mileage will be billed at the current federal rate per mile.

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

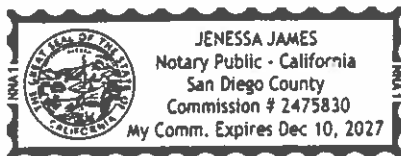
State of California

County of San Diego }

On February 3rd, 2025 before me, Jenessa James Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Steven Peppard  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Signature of Notary Public*

*Place Notary Seal and/or Stamp Above*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Agreement for Professional Services

Document Date: February 3rd, 2025 Number of Pages: 13

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Steven Peppard

☒ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_