



# STAFF REPORT

## SAUSALITO CITY COUNCIL

---

### AGENDA TITLE:

Approval of Sign Professional Service Agreement with Andre Horn Investigative Services for Professional Background Investigative Services

### RECOMMENDED MOTION:

Approve the Professional Services Agreement by and between the City of Sausalito and Andre Horn Investigative Services and authorize the City Manager to execute the Agreement on behalf of the City

---

### SUMMARY

The Sausalito Police Department is required to conduct background investigations on prospective candidates for positions within the department. Sworn Peace Officer positions require specific criteria to be met to conform with P.O.S.T. guidelines. If a police agency uses someone other than a current employee to conduct a background investigation, that person must be licensed by the California Department of Consumer Affairs.

### BACKGROUND

Prior to the 2004 fiscal year, the Sausalito Police Department conducted all internal background investigations with "in-house" staff. Due to staffing changes, most of the department's background investigations have been conducted by an "outside" investigator licensed by the California Department of Consumer Affairs. In November 2006, the City Council approved Professional Service Agreements with 2 licensed investigators that have been used by the Police Department in conducting background investigations.

### ISSUES

It is essential to recruit the highest caliber of personnel to fill police officer vacancies. A major component to filling these vacancies is having a good hiring process in place. The hiring process must include a thorough and comprehensive background investigation. The background investigator must be trained and knowledgeable about

---

Item #: \_\_\_\_\_  
Meeting Date: October 21, 2008  
Page #: 1

487  
10-21-08  
1

the requirements of a police officer background investigation, and about the agency that is recruiting the police officer candidate. The background investigation must also be completed in a timely manner to avoid losing candidates who may receive job offers from competing agencies.

Attached to this staff report is a contract for professional services to be provided by a licensed investigator, Andre Horn. Mr. Horn is a retired Twin Cities Police Captain with three decades of experience in Marin County law enforcement which includes extensive investigative experience. He is knowledgeable of the makeup and structure of our agency which will assist him in his assessment of the candidate's ability to fit in with our existing personnel as well as our style of policing.

Mr. Horn will enhance our ability to proceed in a timely manner with outside background investigative services at a very competitive rate. It will also allow us the opportunity to make a selection from three investigators based upon availability which will allow us to receive a timely investigation and report.

### **FISCAL IMPACT**

The proposed contract with Mr. Horn is virtually identical to that of an existing contract between the City of Sausalito and Gary Barner Investigative Services. There will be no additional costs to the City of Sausalito associated with approving this contract. This contract will merely allow the City of Sausalito to choose from a group of three contractors instead of two based on their availability.

### **STAFF RECOMMENDATIONS**

Approve the contract to provide background investigative services for the City of Sausalito.

### **ATTACHMENTS**

1 – Contract with Andre Horn Investigative Services

PREPARED BY:

REVIEWED BY (Department Head):

\_\_\_\_\_  
Donald E. MacQuarrie, Police Captain

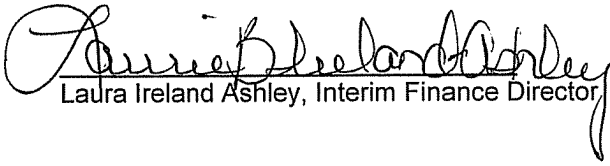
\_\_\_\_\_  
Scott Paulin, Chief of Police

Item #: \_\_\_\_\_  
Meeting Date: October 21, 2008  
Page #: 2

4137  
2

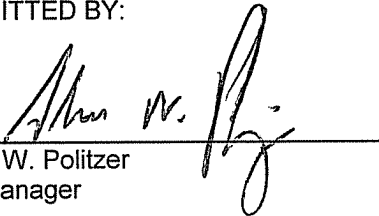
REVIEWED BY (Finance Director):

REVIEWED BY (City Attorney):

  
Laura Ireland Ashley, Interim Finance Director

  
Mary Wagner, City Attorney

SUBMITTED BY:

  
Adam W. Politzer  
City Manager

---

Item #: \_\_\_\_\_  
Meeting Date: October 21, 2008  
Page #: 3

487  
3

CITY OF SAUSALITO  
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this, 21<sup>st</sup> day of October, 2008, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and Andre Horn Investigative Services (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

**Section 1. Scope of Work**

Consultant shall provide City with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full.

The duties and services required of Consultant under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work."

**Section 2. Responsible Individual.** The individual directly responsible for the performance of the duties of Consultant is Andre Horn. Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so.

**Section 3. Work Schedule.**

Consultant shall be available to work as many hours as required to complete the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner as specified. Consultant shall not be held responsible for delays caused beyond its reasonable control.

**Section 4. Compensation.**

In consideration of the performance of the Work described in Section 1 pursuant to the schedule set forth in Section 3, Consultant shall be compensated at the rate set forth in Exhibit B which is attached hereto and incorporated herein as though set forth in full. Consultant shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work with the exception of mileage which shall be reimbursed as set forth in Exhibit B. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work. Consultant shall provide City with a detailed invoice documenting the work performed by Consultant and the amount due.

487  
5

**Section 5. Amendments.**

In the event City desires to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

**Section 6. Independent Contractor - Subcontractors.**

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of City. The consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Consultant acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Consultant hereby waives any and all claims to such rights and/or privileges.

**Section 7. Consultant's Responsibility.**

It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that City relies upon the professional skills of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by City of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 3 of this Agreement.

**Section 8. Hold Harmless and Indemnification.**

Consultant shall indemnify, defend and save City, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the Consultant.

4B7  
6

**Section 9. Insurance.**

Consultant shall take out and maintain during the life of the Contract Comprehensive General Liability and Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit applying to bodily injury, personal injury and property damage.

The liability policy(ies) are to contain, or be endorsed to contain, the following provisions:

The City, its officers, elected and appointed officials, employees, contractors and agents must be named as a Named Insured under the coverage afforded with respect to the work being performed under the Agreement.

**Section 10. Nondiscrimination.**

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 11. City Personnel Conflict of Interest.**

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**Section 12. Consultant Conflict of Interest.**

Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

**Section 13. Assignment.**

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City.

**Section 14. Ownership of Documents.**

Consultant agrees that all documents produced in the performance of this Agreement shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity. The Work shall be used solely for the project for which it was originally intended.

**Section 15. Termination.**

City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant shall be paid for all effort and material expended on behalf of the Work under the terms of this Agreement, less any charges against Consultant as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination, Consultant shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

**In Witness Whereof**, City and Consultant have executed this Agreement as of the date first written above.

City of Sausalito

Andre Horn Investigative Services

\_\_\_\_\_  
By: Adam W. Politzer  
Its: City Manager

\_\_\_\_\_  
By: Andre Horn

approved as to form:

\_\_\_\_\_  
Mary Anne Wagner  
City Attorney

487  
8

## EXHIBIT A

### SCOPE OF WORK

The Consultant will perform the following tasks:

1. Conduct personal and professional background investigations on specified individuals seeking employment with the City of Sausalito on an as needed basis as requested by the Chief of Police, or his designee.
2. Prepare and submit detailed reports pertaining to the background investigations assigned that comply with all the requirements of the State of California Commission on Peace Officers Standards and Training (POST).
3. Travel costs for meals, lodging or other expenses related to Contractor's scope of work that are conducted outside of the County of Marin shall be approved in advance by the Chief of Police or his designee, and if so approved, shall be reimbursed to Contractor at per diem rate in effect on the date of the invoice upon presentation of said invoice.



## EXHIBIT B

### FEE SCHEDULE

1. Consultant shall perform the work described for a set wage of \$1350.00 for a complete background investigation to P.O.S.T. standards; or \$55.00 per hour if the background investigation is terminated prior to completion based upon a disqualification of the candidate.
2. Consultant will be reimbursed for vehicular mileage deemed necessary in the performance of the work at a rate of 60 cents per mile for travel outside of Marin County.
3. Consultant will be reimbursed for necessary tolls and parking expenses.