

City of Burlington Professional Service Agreement

This Agreement is entered into this 13th day of December, 2018 by and between the City of Burlington, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City", and Lana Reichert of Skagit County Investigations LLC f1004 7th Street Suite 208, Anacortes, WA. 98221, (360) 661-4979, hereinafter referred to as the "Contractor".

RECITAL:

WHEREAS, the City provides numerous services for persons in the Burlington area; and

WHEREAS, the City wishes to facilitate certain services and projects but does not have available staff or expertise to provide certain services to the citizens of Burlington; and

WHEREAS, Contractor represents and warrants that it is available, experienced and qualified with specific expertise to provide the following services:

NOW, THEREFORE, THE CITY AND CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. **Services:** The Contractor shall perform services in the following general areas:

Individual background investigations for candidates under consideration for employment with the City of Burlington Fire Department. (see Scope of Work attached hereto as Exhibit A)

2. **Location:** The Contractor shall perform said services at the following location(s):

Services shall generally be performed at the location of Contractor's choosing, pursuant to the Scope of Work described more fully in Exhibit A, attached hereto. Occasional meetings at Burlington City facilities may be requested by either Party, at a reasonable time to be agreed between the parties.

3. **Time:** The Contractor shall perform said services according to the following schedule:

Within thirty (30) days, of the transmittal of candidate files, or other timeline as agreed to by both parties, the Contractor shall provide written reports on the candidates. If more than three (3) candidate files are transmitted within any thirty (30) day period, additional review time shall be allowed, if necessary. Reports shall be submitted to the City as they are completed.

4. **Compensation:** The City shall pay the Contractor for performance of said services according to the following schedule:

A rate of \$95.00 per hour shall be billed for all time worked by the Contractor for any aspect of individual background investigations including phone interviews, in-person interviews, report writing and travel time. The total amount billed shall not exceed twenty thousand dollars (\$20,000.00), without written consent of the City.

5. **Termination:** The City may terminate this Agreement at any time, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date. The termination notice shall be sent to the address set forth above. The Contractor shall notify the City of any change in address. If the Agreement is terminated by the City as provided herein, the Contractor will be paid for services actually performed prior to termination, as billed by Contractor and agreed by the City, less payment for compensation previously made. Billing may not exceed twenty thousand dollars (\$20,000.00) total without written consent of the City.

Unless terminated beforehand, this Agreement shall terminate on December 31, 2019. The parties may extend this Agreement pursuant to written agreement, executed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, its officers, employees and agents by virtue of any breach of this Agreement by the Contractor for the purpose of set off until such time as the exact amount of damages due the City for the Contractor is determined.

6. **Independent Contractors:** The Contractor shall at all times be an Independent Contractor and not an employee of the City and shall not be entitled to compensation or benefits of any kind except as specifically provided herein. The Contractor shall be subject to the City's control and direction as to results to be accomplished, but not as to the details and means by which the results are accomplished. The Contractor shall not be covered by any City benefit programs, such as health and welfare, benefit plans, social security, workers compensation or unemployment compensation, and shall not be treated as an employee for federal tax purposes or any other purpose. The Contractor shall be responsible for paying all taxes related to payments the City makes to the Contractor, including federal income taxes, self employment (social security and Medicaid) taxes and state business and occupation taxes, and the City is not responsible for withholding for or paying any of those taxes. The Contractor shall indemnify and hold harmless the City from and against any and all costs (including attorney's fees incurred in defense or liabilities including payroll taxes, penalties or interests) arising out of any breach of the above representations and warranties or any assertion that the Contractor is not an independent contractor.
7. **Indemnification/Hold Harmless:** The Contractor shall defend, indemnify and hold the City, its officers, elected officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
8. **Authority:** The Contractor does not have, and shall not hold itself out as having authority to create any contract or obligation that is binding on the City unless the City otherwise consents in writing.
9. **Assignability:** The Contractor shall not assign any interest in its Agreement and shall not transfer any interest in the same.
10. **Employees of the Contractor:** All services to be performed by the Contractor herein shall only be performed by said Contractor, or his/her employees unless by specific written consent of the City. The Contractor shall have constant supervision of all of Contractor's employees at all times.
11. **Insurance Coverage:** At all times during the term of this Agreement, Contractor shall provide a current copy of and maintain and keep in force the following insurance policies against claims arising out of or in connection with the performance of this Agreement to the City:

Commercial General Liability Insurance written on an occurrence basis with limits no less than one million dollars (\$1,000,000.00) combined single limit per occurrence and two million dollars (\$2,000,000.00) aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion; collapse and underground (XCU) if applicable, and employer's liability. The City of Burlington should be the additional insured on the Certificate of Insurance along with language on the Endorsement to include: "Additional Insureds include the City of Burlington, its Elected Officials, Appointed Officers, Employees and Agents".

12. **Wage in Hours Law Compliance:** The Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other laws affecting its employees, if any, and the rules and regulations issued there under insofar as applicable to its employees and shall at all times indemnify, defend and save the City free, clear and harmless from and against any and all actions, claims, demands, expenses arising out of said Act or laws and rules and regulations that are or may be promulgated in conjunction herewith.
13. **Equal Employment Opportunity:** The Contractor will not discriminate against any employee or applicant for employment because of race, color, or religion, sex, age, handicap, marital status or national origin.
14. **Non-Discrimination in Services:** The Contractor shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age or the presence or any sensory, mental or physical disability:
 - a. Deny any individual services or benefits provided under this Agreement
 - b. Provide any services or other benefit to an individual which are different or are provided in a different manner from those provided to others under this Agreement
 - c. Subject an individual to segregation or separate treatment in any manner related to his receipt of any service(s) or benefits provided under this Agreement
 - d. Deny any individual an opportunity to participate in any program provided by this Agreement through the provision of service(s) or otherwise, or will afford him an opportunity to do so which is different than that afforded others under this Agreement.
15. **Changes to Agreement:** The City may, from time to time, require changes in the scope of the service to be performed hereunder. Such changes, including increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the City and the Contractor, shall be incorporated in written amendment to this Agreement.
16. **Contents and Understanding:** This Agreement contains a complete integrated understanding and Agreement between the Parties and supersedes any understanding, agreement or negotiations whether oral or written not set forth herein or in any written amendments hereto duly executed by both Parties.

In witness whereof, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF BURLINGTON:

CONTRACTOR:

Mayor

Title

Steve Sexton

Print Name

Signature

Date

Lana Reichert/Skagit County Investigations LLC

Print Name

Signature

Date

ATTEST:

Director of Budget & Accounting

Title

Renee Sinclair

Print Name

Signature

Date

APPROVED AS TO FORM:

City Attorney

Title

Leif Johnson

Print Name

Signature

Date

Contractor certifies that he/she has the necessary training, education and/or skill to perform the scope of work in accordance with the standards and best practices of his/her profession.

1. Contractor's Scope of Work:

Conduct an individual background investigation on candidates supplied by the City to include the following:

- Employment verification
 - Including follow-up for general character reference
- PHI questionnaire consistency review and follow-up.
 - Criminal history (Criminal History report to be obtained by the Contractor)
 - Driving history (Driver Record to be provided by the City)
 - Personal finances (Credit Report to be provided by the applicant)
- Credential checks
 - Certification, license, and award verification
 - Professional affiliation and/or membership verification
 - Educational history, including verification of attendance and degrees earned
- Reference verifications
 - Contact selection of relatives
 - Contact selection personal references
 - Contact other affiliates deemed necessary or appropriate as leads develop through other interviews/verifications
- Written report including verification and contact information as well as any insight into the character, judgment, or general personality tendencies of the candidate.

2. Contractor's Training / Qualifications:

Lana Reichert, Skagit County Investigation LLC owner and agency principal, holds a Bachelors of Arts in Science from the University of Idaho. Ms. Reichert is licensed and bonded with the State of Washington. Ms. Reichert has over 20 years of experience in all aspects of investigations to include criminal, civil, criminal history, background checks, surveillance, trial preparation, interviewing and report writing, witness location, scene analysis and court testimony. Ms. Reichert worked 14 years as the Chief Criminal Defense Investigator for the Skagit County Public Defender's Office.