

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Matthew J. Fertil	From:	David R. Barlag
Dept:	City Manager	Dept:	Fire
Subject:	AGREEMENT WITH INTERNAL AFFAIRS CONNECTIONS, INC. FOR PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES		
		Date:	February 26, 2013

OBJECTIVE

To secure City Council approval of an agreement with Internal Affairs Connections, Inc. for personnel pre-employment background investigation services pursuant to Orange County Fire Authority Bid Number MP1474.

BACKGROUND

Internal Affairs Connections, Inc is the successful bidder and current service provider of personnel pre-employment background investigation services for the Orange County Fire Authority (OCFA). Internal Affairs Connections has provided its services to OCFA since December 1, 2010. The OCFA went through a formal bid process where only three vendors responded, of which Internal Affairs Connections, Inc. was the qualified and lowest-price bidder.

DISCUSSION

The Garden Grove Fire Department is in need of a vendor to provide pre-employment background investigation services for firefighter applicants and seeks to piggyback on OCFA's Bid Number MP1747 and contract with Internal Affairs Connections, Inc. Internal Affairs Connection has agreed to provide its pre-employment background investigation services to the City of Garden Grove at the same price of \$1,200 per each Firefighter applicant, as stated in its November 19, 2010, proposal to the OCFA.

This is a one-year contract with the option to extend it for four additional one-year terms for a total of five years, at a cost of \$24,999 per year.

FINANCIAL IMPACT

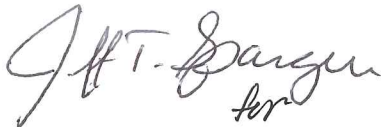
The pre-employment background investigation services will be financed through the Fire Department's existing adopted General Fund budget.

AGREEMENT WITH INTERNAL AFFAIRS
CONNECTIONS, INC. FOR PRE-EMPLOYMENT
BACKGROUND INVESTIGATION SERVICES
February 26, 2013
Page 2

RECOMMENDATIONS

It is recommended that the City Council:

- Approve piggybacking on the Orange County Fire Authority Bid Number MP1747;
- Approve the attached agreement with Internal Affairs Connections, Inc., in the amount of \$24,999 per year, for a one-year term, with options to extend the term for four additional one-year terms, for a total of \$124,995 over five years; and
- Authorize the City Manager to execute the agreement on behalf of the City, and make minor modifications as appropriate thereto.

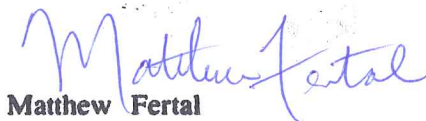


DAVID R. BARLAG
Fire Chief

by: Lucia Medina-Whittaker 
Senior Administrative Analyst

Attachment: Agreement with Internal Affairs Connections, Inc.; with OCFA Bid
Number MP 1747 Package

Recommended for Approval



Matthew Fertal
City Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2013, by the **CITY OF GARDEN GROVE**, a municipal corporation, hereinafter referred to as "CITY" and **INTERNAL AFFAIRS CONNECTIONS, INC.**, a California corporation, hereinafter referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Authorization dated _____.
2. CITY desires to utilize the services of CONTRACTOR to provide personnel pre-employment background investigation services.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.
4. The services and prices provided by CONTRACTOR to CITY are in accordance with the services and the prices provided by CONTRACTOR in its successful public bid to the Orange County Fire Authority. Contractor agrees to honor the same pricing schedule that was submitted to the Orange County Fire Authority, in CONTRACTOR's proposal to the Orange County Fire Authority, Bid Number MP1747 dated November 19, 2010, for the services outlined in this Agreement. The Orange County Fire Authority Bid Number MP1747 and CONTRACTOR's proposal thereto is attached as Attachment A and incorporated herein by reference.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of one (1) year from full execution of the agreement, with an option to extend said agreement additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with the proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal as described in the Recitals.

The Proposal is attached as Attachment A, and along with the Recitals, is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

- 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of twenty four thousand nine hundred and ninety nine Dollars (\$24,999.00), per year, payable in arrears and in accordance with proposal in Attachment "A".
- 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 **Records of Expenses.** CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 **Termination.** CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance requirements.**

- 4.1 **COMMENCEMENT OF WORK.** CONTRACTOR/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 **WORKERS COMPENSATION INSURANCE.** During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 **INSURANCE AMOUNTS.** CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and**

modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit **(claims made and modified occurrence policies are not acceptable);** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers,

officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
Internal Affairs Connections, Inc.
Attn.: Daniel Tregarthen
PO Box 6748
San Pedro, CA 90734
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
INTERNAL AFFAIRS CONNECTIONS

By: Daniel R. Tregarten

Name: DANIEL R. TREGARTEN

Title: PRESIDENT

Date: FEBRUARY 20, 2013

Tax ID No. 95.474 3619

Contractor's License: PI-21031

Expiration Date: FEBRUARY 28, 2015

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

James H. Eggert for
Garden Grove City Attorney

2-21-13
Date

ORANGE COUNTY FIRE AUTHORITY

Pre-Employment Background Investigation Services

Bid # MP1747



Bid # MP1747 - Attachment A

Specifications

A. INTRODUCTION

This is a Request for Proposal to solicit offers from qualified pre-employment background investigation providers interested in contracting with the Orange County Fire Authority (OCFA) on a flat fee for service basis. The goal is to establish a list of preferred providers that may be utilized during the term of the contract.

B. BACKGROUND

The Orange County Fire Authority (OCFA) was formed in March of 1995. It is a joint powers authority and is a "successor" agency to the Orange County Fire Department. The OCFA provides fire, emergency medical and rescue, fire prevention, and hazardous materials response services to 22 partner cities and the unincorporated areas of Orange County. Services are currently provided through 61 fire stations located throughout Orange County. The Orange County Fire Authority has a staff of over 1,100 employees and approximately 250 volunteers. A background investigation provider is required to assist the OCFA with its recruitment programs for safety (including peace officers) and non-safety personnel.

C. PURPOSE AND OBJECTIVES

It is the intent of the OCFA to select a pre-employment background investigation provider who will provide investigation services for a period of one year with the option of an additional two years. The services of the provider will be to:

1. Provide thorough pre-employment background investigation services.
2. Have the ability to process "bulk" background investigations simultaneously (i.e., fire academy of 40 to 50 candidates within 30 to 60 days).
3. Provide services under an "owner/manager's" investigator license.
4. Conduct background investigations in compliance with the provisions of the Federal Fair Credit Reporting Act and the California Investigative Consumer Reporting Agencies Act.
5. Present the manner and method of the investigations, including documents and forms used during the investigation process, for approval by OCFA prior to the commencement of the investigations.
6. Use only experienced investigators to conduct the background investigations. Such experience should include significant experience in

- conducting background investigations for public safety classifications in public safety agencies, i.e. police officers and firefighters.
7. Collect and analyze applicant-screening information to facilitate the pre-employment background investigation process.
 8. Prepare an Executive Summary for each investigation intended to be used by the OCFA for employment purposes only. Each Executive Summary must include a cover sheet explaining the accuracy of the information. Such Summaries must be presented for approval by the OCFA prior to commencement of the investigations.
 9. Assure that Executive Summaries contain only factual information and comply with the Federal Fair Credit Reporting Act and California Investigative Consumer Reporting Agencies Act.
 10. Provide Executive Summaries within a 30 to 60 day period (approximate) from the commencement of the investigation, or as required by the OCFA.
 11. Assume full responsibility for the accuracy of the Executive Summaries content.
 12. Retain possession of background investigation files for a period of two years or as specified by state/federal law.
 13. Participate in background orientations, as required by OCFA.
 14. Maintain the ability to provide services on an "as needed" basis when determined necessary by the OCFA.

D. SCOPE OF WORK

The scope of work for pre-employment background investigations may vary according to the job classifications/status of the candidates based on the following guidelines:

A pre-employment background investigation shall include the candidate's character, general reputation, personal characteristics, and mode of living, including, but not limited to, the following:

- Military records
- Marital status/history
- Birth records
- Credit history
- Employment history
- Personal and professional references
- Community involvement
- Criminal history check with states, cities, counties, colleges, etc.
- Education
- Residency
- Department of Motor Vehicles' reports
- Certifications, licenses, accreditations, etc.

E. TENTATIVE SCHEDULE

11/15/2010	Issuance of Request for Proposal
11/30/2010	RFP Due Date
12/02/2010	Evaluation of Proposals
IMMEDIATELY THEREAFTER	Proposed Contract Award Date
AS SOON AS POSSIBLE	Start of Contract

F. CRITERIA

Proposals will be based on, but are not limited to, the following factors:

1. **RFP Conformity** – Responsiveness and precision to the RFP specifications.
2. **Client References** – Client references from other public agencies or essential public associations in which services were provided in the last two years. Public sector experience is preferred.
3. **Experience** – Demonstrated experience in providing pre-employment background investigation services to the public sector, which shall include safety positions such as police officers and firefighters and non-safety positions such as dispatchers and managers.
4. **Qualifications** – Demonstrated qualifications essential to performing the requested services and the position held by the person(s) to be assigned to the OCFA account.
5. **Stability and Financial Capacity** – Length of time firm has been in the business in California with the capacity to provide services with minimum risk to the OCFA.
6. **Proposal Limits** – Proposals will be limited to no more than six pages.
7. **Insurance** – Proposer shall maintain in full force during the term of the contract, liability insurance to include general liability, automotive liability, public officials and professional liability, worker's compensation and employer's liability for any and all property claims and suits for damage arising out of operations of the proposer, its officers, agents, representatives, volunteers, and employees. The policies shall provide coverage for bodily injury and property damage in an amount not less than \$1 million combined single limit, or \$1 million per occurrence with a \$2 million annual aggregate. The OCFA shall be named as additionally insured. The proposer's insurance shall also include the State of California minimum for worker's compensation insurance and automobile insurance

rider. No cancellation or change of coverage of the insured shall be effective until 30 days written notice has been provided to the OCFA.

8. **Time Frame** – Ability to meet the time frame.
9. **Financial Disclosure** – The successful proposer may be subject to financial disclosure and related provisions of the California Political Reform Act and the OCFA's Conflict of Interest Code.
10. **Compliance** – Demonstrated compliance with the Federal Fair Credit Reporting Act and California Investigative Consumer Reporting Agencies Act.

G. FEES

The proposal **must** only contain a fee, based on a set, flat-rate “per individual” cost. Fees that include any type of expense reimbursement associated with the background investigation activity will not be accepted. All travel and incidental costs must be incorporated within the flat rate.

H. REFERENCES

Each provider must include the following references:

1. A list of pre-employment background investigation services performed within California for public agencies and essential associations, which must include Fire or Police Departments. Disclose names of agencies, names and phone numbers of persons who can be contacted in regard to the service provided, the type of service, dates of service, and number of investigations completed.
2. A list of pre-employment background investigation services performed for up to five additional organizations and dates of service. Disclose names of agencies, names and phone numbers of persons who can be contacted in regard to the service provided, the type of service, dates of service, and number of investigations completed.
3. List additional references if desired, including addresses, phone numbers, and names of contact persons.

I. COMPLIANCE WITH FEDERAL AND STATE LAWS

Each provider must provide a description of how its organization has complied with the Federal Fair Credit Reporting Act and the California Investigative Consumer Reporting Agencies Act within the last two years.

J. REQUEST FOR PROPOSAL

The Orange County Fire Authority reserves the right to select the provider based upon any combination of experience, availability, fees, or other features that are deemed to be in the best interest of the OCFA. All factors will be considered in the selection process. The undersigned certifies that he/she has read all documents related to this Request for Proposal and understands all terms and conditions related thereto.

Flat Rate per Individual Investigation: \$ _____

Including all expenses as stated in Paragraph G, Fees.

Signature: _____

Print Name: _____

Firm Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

Fax: _____

Email: _____

K. PROPOSER'S INFORMATION SHEET

Please complete this proposer's information sheet as part of your proposal.

- Name of proposer: _____
- Type of firm (✓): Individual _____
 Partnership _____
 Corporation _____
- Address: _____

- Investigator's license #: _____
- Names and titles of all officers of the firm:

Name	Title
_____	_____
_____	_____
_____	_____

BIDDER'S INFORMATION FORM – BID # MP1747

Please complete this Bidder's Information form as part of your Quotation or Proposal.

Name of Bidder: _____

Address: _____

Type of Firm: Individual _____ Partnership _____ Corporation _____

Contractor's or other License: State: _____ License No.: _____
Class: _____

Names and titles of all officers of the firm:

Name	Title
_____	_____
_____	_____
_____	_____

References:

List a minimum of three (3) positive references from Government or other Public Entities, for whom the bidder has provided a similar scope of work during the past twenty-four (24) months, of comparable settings, complexities and quantities as required of this quotation or proposal.

Name of Firm: _____

Address: _____

Contact Person/Title: _____

Phone: _____ **FAX:** _____

Date of Project: _____

Brief description of Project: _____

References (Continued)

Name of Firm: _____

Address: _____

Contact Person/Title: _____

Phone: _____ **FAX:** _____

Date of Project: _____

Brief description of Project: _____

Name of Firm: _____

Address: _____

Contact Person/Title: _____

Phone: _____ **FAX:** _____

Date of Project: _____

Brief description of Project: _____

Note: More references may be supplied on additional sheets and attached to this Request for Quotation/Proposal. The Orange County Fire Authority may make such investigations as it deems necessary to determine the capacity of the bidder to perform the work.

INTERNAL AFFAIRS CONNECTIONS, INC.

PROPOSAL TO PROVIDE PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES

**OCFA RFP
BID NUMBER: MP1747**

**DANIEL R. TREGARTHEN
INTERNAL AFFAIRS CONNECTIONS, INC.
POST OFFICE BOX 6748
SAN PEDRO, CA 90734
(310) 832-5633
(310) 832-0475-FAX**

PROPOSAL

I. QUALIFICATIONS

Internal Affairs Connections, Inc. (IAC) is an investigative agency that specializes in pre-employment background investigations, as well as investigations into employee misconduct. IAC's growth and longevity are testimony of the quality and efficiency of its investigations. IAC's clientele is limited to public sector agencies.

IAC was organized and originally formed by Daniel R. Tregarthen upon his retirement from the Los Angeles Police Department (LAPD). The agency is licensed by the State of California and has been issued Private Investigator No. PI 21031. In 1999, IAC became a California corporation. The agency continued to operate under the direction of Owner/Manager Daniel R. Tregarthen. In 2009, to reduce overhead, IAC's main office was moved from Garden Grove, CA to Rancho Palos Verdes, CA. All of the proposed investigators reside in Orange County and conduct the investigations from their residences.

IAC consists of a staff of experienced investigators. All investigations are performed by an experienced staff and are thoroughly reviewed by Mr. Tregarthen, a recognized expert in background investigations. The Investigators are members of the California Background Investigators' Association and take full advantage of the specialized training offered by the Association.

IAC will not increase its current fees. We fully understand the increasing financial constraints facing public agencies today, we know it is essential that we recognize these realities and work with the client directly to reduce and control costs. It is our aim to have a partnership with OCFA and assist in its recruitment programs for safety personnel.

II. EXPERIENCE

IAC is unique in that its practice is limited to public sector agency clients, providing background, internal affairs and employee misconduct investigations. During the background investigation process, we utilize earned insight from administrative investigations to eliminate problem employees that other agencies may overlook.

We have provided pre-employment background investigations for agencies such as OCFA, Los Angeles Fire Department, North County Fire Protection District, Redondo Beach, Hermosa Beach, Laguna Beach and Long Beach Fire Departments. We have extensive experience in providing investigation services for fire and police agencies, as well as other public sector agencies. We have provided service to the Cities of Bell Gardens, Hawaiian Gardens, Garden Grove, Long Beach, Manhattan Beach, Tustin and Newport Beach.

Proposed Investigators for the Assignment

IAC proposes Daniel Tregarthen to serve as its Chief Investigator. Mr. Tregarthen possesses a strong background conducting and supervising investigations. He has extensive experience performing background investigations, as well as other employee misconduct investigations. Mr. Tregarthen retired from the LAPD after 23 years of service. He served in the LAPD's Internal Affairs Division as a Senior Complaint Investigator, Assistant Chief Investigator and Division Training Officer. He has a

INTERNAL AFFAIRS CONNECTIONS, INC.

Proposal to Provide Pre-Employment Background Investigation Services

OCFA Bid # MP1747

Page 1

Bachelor of Science Degree from Pepperdine University and has completed the Police Officer Standard and Training (POST) Background Investigators' course.

Senior Investigators Michael Maloney and Gloria Martin will support and provide assistance to Mr. Tregarthen. Investigators Maloney and Martin are retired from the LAPD with extensive investigation experience. Since the early 1990's, Investigators Martin and Maloney have been conducting background investigations for the cities of Los Angeles or Long Beach. They have received POST training. Additionally, IAC has other qualified personnel, including bilingual (Spanish) speaking investigators.

III. REFERENCES

A. Herein below are the names in response to OCFA's request for a list of pre-employment background services for fire and police Departments:

Name of Firm:	Orange County Fire Authority	
Contact Person/Title:	Zenovy Jakymiw Human Resources Director Orange County Fire Authority Post Office Box 57114 Irvine, CA 92619-7115	Phone: (714) 573-6801 FAX: (714) 368-8840
Date of Project:	January 17, 2001 to present	
Brief description of project:	Conducted numerous background investigations for Firefighter, Arson Investigator (Peace Officer) and Fire Dispatcher applicants.	
Name of Firm:	North San Diego County Fire Protection District	
Contact Person/Title:	Charles Glasgow, Deputy Fire Chief 315 East Ivy Street Fallbrook, CA 92028-2138	Phone: (760) 723-2014 FAX: (760) 723-2011
Date of Project:	June 2005 to present	
Brief description of project:	Conducted numerous Firefighter pre-employment background investigations.	
Name of Firm:	City of Hermosa Beach	
Contact Person/Title:	Michael Earl, Director of Personnel Civic Center 1315 Valley Drive Hermosa Beach, CA 90254-3885	Phone: (310) 318-0202 FAX: (310) 372-6186
Date of Project:	2004 to present	
Brief description of project:	Conducted background investigations for Fire Chief, Interim Police Chief and numerous firefighters.	

Name of Firm: **Laguna Beach Fire Department**

Contact Person/Title: Kris Head, Battalion Chief
505 Forest Avenue
Laguna Beach, Ca 92651

Phone: (949) 497-0791
FAX: (949) 497-0784

Date of Project: 2005 to present

Brief description of project: Conducted numerous Firefighter background investigations.

B. Herein below are the four names in response to OCFA's request for a list of pre-employment background services for up to five additional organizations:

Name of Firm **City of Long Beach**

Contact Person/Title: Ms. Debbie Mills
Director of Human Resources
City of Long Beach
400 West Ocean Boulevard/13th Floor
Long Beach, CA 90802

Phone: (562) 570-6629
FAX: (562) 570-6107

Date of Project: March 2010

Brief description of project: Conducted Chief of Police James P. McDonnell's pre-employment background investigation within an agreed upon time limit.

Name of Firm: **Long Beach Harbor Department**

Contact Person/Title: Ed Davis, Chief Of Port Security
1249 Pier F Avenue
Long Beach, CA 90802

Phone: (562) 983-3538
FAX: (562) 983-3505

Date of Project: 2003 to present

Brief description of project: Conducted numerous background investigations for Harbor Security Division applicants.

Name of Firm **Bell Gardens Police Department**

Contact Person/Title: Keith Kilmer, Chief of Police
(Now - Chief of Police San Bernardino)
710 North D Street
San Bernardino, CA 92401

Phone: (909) 991-9783
FAX: (909) 388-4838

Date of Project: 2008 & 2009

Brief description of project: Conducted four peace officer background investigations for command staff applicants (Lieutenants and Captains).

IV. STABILITY AND FINANCIAL CAPACITY

Mr. Tregarthen began operating IAC in 1989. The agency was later incorporated in 1999 and became a California corporation. IAC, its principals and associates have never been sued for malpractice and have never been the subject of complaints filed with the State's Department of Consumer Affairs. Nor have the State's Bureau of Security and Investigation Services imposed any disciplinary action.

IAC is privately owned by Mr. Tregarthen and is solvent. There are no outstanding debts or judgments against the agency. IAC utilizes a private accounting firm for payroll and tax purposes. Washington Mutual has handled banking matters for IAC since 1997.

V. INSURANCE

STEADFAST INSURANCE CORPORATION

General Liability	\$1,000,000 / \$2,000,000
Professional Liability	\$1,000,000 / \$1,000,000
Automotive Liability	\$1,000,000

STATE COMPENSATION INSURANCE FUND

Workers Compensation

VI. TIME FRAME

If awarded the contract, IAC has the resources to begin the work immediately. IAC is able to complete the required 35 to 40 pre-employment background investigations within 30 to 60 days, or as directed by OCFA. IAC has met OCFA's due dates in each of its previous recruitments.

VII. FINANCIAL DISCLOSURE

IAC acknowledges that it may be subject to financial disclosure and related provisions of the California Political Reform Act and OCFA's Conflict of Interest Code and agrees to fully comply with this requirement.

VIII. COMPLIANCE WITH FEDERAL AND STATE LAWS

IAC will comply with the Federal Fair Credit Reporting Act and California Investigation Consumer Reporting Act on all investigations performed. It will continue to work closely with OCFA General Counsel to ensure legally required compliance.

IX. PROPOSED SERVICES

IAC proposes to provide OCFA with investigation services for a period of three years, as set forth in Bid No. MP1747, or as requested by OCFA, as follows:

- A. Thorough pre-employment background investigation services;
- B. Process "bulk" background investigations simultaneously (i.e., fire academy of 35 to 40 candidates within 30 to 60 days);
- C. Provide services under an "owner/manager" investigator license;

- D. Conduct background investigations in compliance with the provisions of the Federal Fair Credit Reporting Act and the California Investigative Consumer Reporting Act;
- E. Present the manner and method of the investigations, including documents and forms used during the investigation process, for approval by OCFA prior to the commencement of the investigations;
- F. Use only experienced investigators to conduct the background investigations. Such experience should include significant experience in conducting background investigations for public safety classifications in public safety agencies (i.e., police officers and firefighters);
- G. Collect and analyze applicant-screening information to facilitate the pre-employment background investigation process;
- H. Prepare an Executive Summary for such investigation intended to be used by OCFA for employment purposes only. Each Executive Summary must include a cover sheet explaining the accuracy of the information. Such Executive Summaries must be presented for approval by OCFA prior to commencement of the investigations;
- I. Assure that Executive Summaries contain only factual information and comply with the Federal Fair Credit Reporting Act and California Investigative Consumer Reporting Act;
- J. Provide Executive Summaries within a 30 to 60-day period (approximately) from the commencement of the investigation, or as required by OCFA;
- K. Assume full responsibility for the accuracy of the Executive Summaries content;
- L. Retain possession of background investigation files for a period of two years or as specified by state/federal law;
- M. Participate in background orientations, as required by OCFA; and
- N. Maintain the ability to provide services on an "as needed" basis when determined necessary by OCFA.

X. SCOPE OF SERVICES

The manner in which IAC proposes to conduct background investigations is consistent with OCFA's requirements outlined under Scope of Work in Attachment A of the Notice Inviting Proposals. IAC has a history for completing timely background investigations while thoroughly evaluating each applicant's character, general reputation, honesty, reliability, personal characteristics, and mode of living, including, but not limited to, the following: military records; marital status/history; birth history; credit history; employment history; personal and professional references; community involvement; criminal history checks with states, cities, counties, colleges, etc.; education; residency; driving history; certificates, licenses, accreditations, etc.

IAC investigators compile their background packages by focusing on the above categories, as well as citizenship and any current alcohol and/or drug abuse problems.

IAC is willing and able to complete the background investigations process within OCFA's required time limit of 30 to 60 days. IAC's all-inclusive fee, based on a set, flat fee "per-individual" includes all of the expenses incurred during the entire background investigative process.

IAC investigators make every effort to contact references, secondary references, present and past employers, co-workers, neighbors, landlords, law enforcement agencies, other outside fire and/or law enforcement agencies where the candidate has applied, and any other individual or institution that may have information regarding the candidate's background. Investigators conduct their investigations in the field making contacts in person, via telephone, and/or through correspondence.

XI. FEES

IAC's fees for background investigations are based on a set, flat fee "per individual" cost. The flat-rate fee includes orientation meeting(s), screening interview(s) with candidate to discuss investigation packets, travel expenses, subsequent discrepancy meeting(s) with the candidates, and meeting(s) with OCFA officials. It also includes the expense of secure record retention, copying and providing reports to candidates.

\$1,200.00 for each Firefighter applicant;
\$ 800.00 for each Fire Dispatcher applicant.

Background investigations for all other applicants not listed above will be performed as directed by OCFA for an all-inclusive fee mutually agreed upon and not to exceed \$1,200.00.

IAC understands that the Orange County Fire Authority reserves the right to select the provider(s) based upon any combination of experience, availability, fees, or other features that are deemed to be in the best interest of the OCFA. All factors will be considered in the selection process.

I, Daniel R. Tregarthen, certify that I have read all documents related to OCFA's Notice Inviting Proposals and understand all terms and conditions related thereto and hereby submit this proposal.

Signature: Daniel R. Tregarthen

Date: November 19, 2010

Print Name: Daniel R. Tregarthen, Chief Investigator / Owner-Manager

PROPOSER'S INFORMATION

Firm Name: INTERNAL AFFAIRS CONNECTIONS, INC.

Owner-Manager: Daniel R. Tregarthen

Type of firm: California Corporation

Investigator's License No.: PI 21031

Addresses: Post Office Box 6748
San Pedro, CA 90734

Phone: (310) 832-5633

Fax: (310) 832-0475

INTERNAL AFFAIRS CONNECTIONS, INC.

JANUARY 14, 2013

**PROPOSAL TO PROVIDE
PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES
TO
GARDEN GROVE FIRE DEPARTMENT**

POST OFFICE BOX 6748 ■ SAN PEDRO, CA 90734 ■ (800) 584-8882

TABLE OF CONTENTS

PAGE NO.

EXECUTIVE SUMMARY	1
I. QUALIFICATIONS	2
II. EXPERIENCE	2
A. Proposed Investigators For The Assignment Should The Award Be Granted To IAC	3
III. CLIENT REFERENCES	3
IV. STABILITY AND FINANCIAL CAPACITY.....	4
V. INSURANCE	4
VI. TIME FRAME	4
VII. FINANCIAL DISCLOSURE	4
VIII. COMPLIANCE WITH FEDERAL AND STATE LAW	4
IX. PROPOSED SERVICES	4
X. SCOPE OF SERVICES	6
XI. FEES	6
XII. PROPOSER'S INFORMATION.....	7

EXECUTIVE SUMMARY

QUALIFICATIONS

Internal Affairs Connections, Inc. ("IAC") is an investigations firm that offers a full range of investigations and advisory services. We specialize in the representation of public agencies.

PROPOSED INVESTIGATORS

1. Daniel R. Tregarthen, formerly with the Los Angeles Police Department and retired with over 23 years of experience, specializes in background investigations, internal affairs investigations, officer-involved shootings investigations and employee misconduct investigations.
2. Mia R. Slobodien, has been a Legal Assistant for over 25 years, with the last 17 years serving public agency clients in labor and employment matters and litigation. She has completed over 75 firefighter background investigations, as well as many employee misconduct investigations.
3. Michael Maloney, formerly with the Los Angeles Police Department and retired with over 25 years of experience, specializes in background investigations. He has completed more than 500 public safety employee (police officer and firefighter) background investigations.

PROPOSED SERVICES

IAC proposes to provide the Garden Grove Fire Department ("GGFD") with thorough pre-employment background investigations services in compliance with the provisions of the Federal Fair Credit Reporting Act and the California Investigative Consumer Reporting Act as needed by GGFD and to assist GGFD with its recruitment programs for safety personnel.

PROPOSED FEES

\$1,200 for each Firefighter candidate

\$800 for each Fire Dispatcher candidate

DURATION AND TERMINATION

IAC acknowledges that GGFD wishes to hire fire personnel and conduct approximately 14 background investigations. GGFD hopes to hire 6-8 applicants by May 2013, and more applicants by July 2013, and the final applicants by December 2013. IAC is willing and able to perform the background investigations on an "as needed" basis and as directed by GGFD.

CLIENT LIST AND REFERENCES

Included.

I. QUALIFICATIONS

Internal Affairs Connections, Inc. ("IAC") is an investigations firm that specializes in pre-employment background checks, internal affairs investigations, as well as other employee misconduct investigations. Our specialty is the representation of public agencies, both as a full-range investigations firm and as management consultants/advisors. IAC is licensed by the State of California and has been issued Private Investigator number PI 21031.

IAC was organized and originally formed by Daniel R. Tregarthen. In 1999, we were incorporated and became a California Corporation. IAC operates under the direction of Owner/Manager Daniel R. Tregarthen.

IAC is dedicated to the goal of providing the highest quality investigations to its clients. We believe this goal is best accomplished by careful recruitment and support of our staff who are excellent investigators and who share our commitment to provide the best possible investigations services to our clients.

With the increasing financial constraints facing public agencies today, we know it is essential that we recognize these realities and work with the client directly to reduce and control costs. It is our goal to form a partnership with GGFD and assist in its recruitment programs for safety personnel. We can achieve cost-savings for GGFD without sacrificing the quality of the work product through IAC's thorough, efficient and pro-active work style.

II. EXPERIENCE

Internal Affairs Connections, Inc. has extensive experience providing administrative investigations for fire and police departments as well as other public agencies. We have represented the Cities of Cypress, Garden Grove, Laguna Beach, Long Beach, Manhattan Beach, Pittsburg, Santa Monica and Tustin, as well as many other clients. IAC serves the Orange County Fire Authority, performing background investigations, as well as employee misconduct investigations.

We provide investigations services, as well as management consultant/advisor services. In either case, our goal is to give accurate advice and provide thorough investigations to assist the client in reaching its policy objectives.

While IAC is dedicated to the goal of providing the highest quality service, it is also committed to do so on a cost-effective basis. The ultimate objective of ensuring that the client receives the best value is the guiding force in all of our undertakings. In the financially difficult

environment confronting many of our clients, we believe it is essential that we recognize the realities of fiscal constraints and work with the client directly to control costs.

A. Proposed Investigators For The Assignment Should The Award Be Granted to IAC

IAC proposes Daniel R. Tregarthen to serve as its Chief Investigator. Mr. Tregarthen possesses a strong investigative background. Mr. Tregarthen has extensive experience performing background investigations, internal affairs investigations, as well as other employee misconduct investigations. Mr. Tregarthen retired from the Los Angeles Police Department after 23 years of service. He served in the L.A.P.D. Internal Affairs Division for eight years as a Senior Complaint Investigator, Assistant Chief Investigator and Division Training Officer. He also has extensive experience testifying in administrative hearings.

Investigators Mia R. Slobodien and Michael Maloney would support and provide assistance to Mr. Tregarthen. Investigator Maloney retired from the Los Angeles Police Department with extensive investigative experience, including experience conducting background investigations. Since 1991 and 1996, respectively, Investigators Slobodien and Maloney have been providing background investigations to the Long Beach Police Department, Orange County Fire Authority and other local agencies.

III. CLIENT REFERENCES

Orange County Fire Authority
Attn: Zenovy Jakymiw, Human Resources Director
Post Office Box 57115
Irvine, CA 92619-7115
Telephone: (714) 573-6801
Email: ZenovyJakymiw@ocfa.org

Santa Monica Fire Department
Attn: Deputy Chief Bruce Davis
1685 Main Street
Santa Monica, CA 90401
Telephone: (310) 458-8670
Email: bruce.davis@smgov.net

(Other references available upon request.)

IV. STABILITY AND FINANCIAL CAPACITY

Internal Affairs Connections, Inc., its principals and associates have never been sued for malpractice and have never been the subject of complaints filed with the State Department of Consumer Affairs. Nor has any discipline ever been imposed by the State Bureau of Security and Investigative Services against IAC, its principals or associates.

IAC's financial condition is solid.

V. INSURANCE

<u>INSURANCE COVERAGE</u>	<u>COVERAGE LIMITS</u>
General Liability	\$1,000,000 / \$2,000,000
Professional Liability	\$1,000,000 / \$1,000,000
Automobile Liability	\$1,000,000

Upon request, copies of any and all valid insurance certificates and proof of adequate workers' compensation coverage for employees will be provided.

VI. TIME FRAME

IAC is able and willing to work immediately and as directed by GGFD. IAC is able to complete the proposed background investigations within 30 to 60 days, or as directed by GGFD.

VII. FINANCIAL DISCLOSURE

IAC acknowledges that it may be subject to financial disclosure and related provisions of the California Political Reform Act and GGFD's Conflict of Interest Code and agrees to fully comply with this requirement.

Neither IAC nor any of its investigators or employee have made any political contributions, gifts, in-kind services or loans to any employee of GGFD or any member of the City's City Council. We are unaware of any conflict of interest between IAC and GGFD.

VIII. COMPLIANCE WITH FEDERAL AND STATE LAWS

IAC will comply with the Federal Fair Credit Reporting Act and California Investigative Consumer Reporting Act on all investigations performed.

IX. PROPOSED SERVICES

IAC proposes to provide GGFD with investigation services, as requested by GGFD, as follows:

- A. Thorough pre-employment background investigation services;
- B. Process “bulk” background investigations simultaneously (i.e., multiple candidates within 30 to 60 days, or as directed by GGFD);
- C. Provide services under an “owner/manager” investigator license;
- D. Conduct background investigations in compliance with the provisions of the Federal Fair Credit Reporting Act and the California Investigative Consumer Reporting Act;
- E. Present the manner and method of the investigations, including documents and forms used during the investigation process, for approval by GGFD prior to the commencement of the investigations;
- F. Use only experienced investigators to conduct the background investigations. Such experience should include significant experience in conducting background investigations for public safety classifications in public safety agencies (i.e., police officers and firefighters);
- G. Collect and analyze applicant-screening information to facilitate the pre-employment background investigation process;
- H. Prepare an Executive Summary for such investigation intended to be used by GGFD for employment purposes only. Each Executive Summary must include a cover sheet explaining the accuracy of the information. Such Executive Summaries must be presented for approval by GGFD prior to commencement of the investigations;
- I. Assure that Executive Summaries contain only factual information and comply with the Federal Fair Credit Reporting Act and California Investigative Consumer Reporting Act;
- J. Provide Executive Summaries within a 30 to 60-day period (approximately) from the commencement of the investigation, or as required by GGFD;
- K. Maintain the ability provide services on an “as needed” basis when determined necessary by GGFD.

X. SCOPE OF SERVICES

The manner in which IAC proposes to conduct background investigations is consistent with the POST guidelines and all applicable laws. IAC has a history for completing timely background investigations while thoroughly evaluating each applicant's character, general reputation, honesty, reliability, personal characteristics, and mode of living, including, but not limited to, the following:

- Military records
- Marital status/history
- Birth history
- Credit history (as permitted by recently enacted laws and regulations)
- Employment history
- Personal and professional references
- Community involvement
- Criminal history checks with states, cities, counties, colleges, etc.
- Education
- Residency
- Driving history
- Certificates, licenses, accreditations, etc.

IAC investigators compile their background packages by focusing on the above categories, as well as citizenship and any current alcohol and/or drug abuse problems.

XI. FEES

\$1,200 for each Firefighter candidate

\$800 for each Fire Dispatcher candidate

///

///

///

XII. PROPOSER'S INFORMATION

Name of proposer: **INTERNAL AFFAIRS CONNECTIONS, INC.**

Type of firm: **California Corporation**

Address: **Office Box 6748
San Pedro, CA 90734**

Telephone: **(800) 584-8882**

Investigator's License #: **PI 21031**

Names and titles of all officers of the firm: **Daniel R. Tregarthen,
President / Owner-Manager**

[Submitted Electronically]

Date: **January 14, 2013**

Signature: _____

Print Name: **Daniel R. Tregarthen,
President / Owner-Manager**