

**CITY OF FULLERTON
PROFESSIONAL SERVICES AGREEMENT
WITH
CPS HR CONSULTING**

THIS AGREEMENT is made and entered into this ____ day of _____, _____ ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and CPS HR Consulting, a California Corporation ("Consultant").

W I T N E S S E T H :

A. City proposes to utilize the services of Consultant as an independent contractor to provide certain on call independent investigative services, as more fully described herein.

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated.

C. City and Consultant desire to contract for the specific services described herein, and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Services & Fees Schedule attached hereto as Exhibit "A" and incorporated herein by this reference, as it relates to nonsafety investigative services.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City, in accordance with the applicable professional standard of care and City specifications and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable and non conflicting Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A".

2.2. Additional Services. Consultant may perform the additional services described in Exhibit "B" attached hereto and incorporated herein by this reference if specifically engaged to do so by City. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is

specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date of this Agreement until three (3) years after the termination date.

2.5. W-9. Consultant must provide City with a current W-9 form, to be attached hereto as Exhibit "D." It is the Consultant's responsibility to provide to the City any revised or updated W-9 form.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with

the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Insurance Required. Consultant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subcontractors. Consultant shall provide current evidence of the required insurance in a form acceptable to City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration, or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section 6.8 or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.2. Minimum Scope and Limits of Insurance

A. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

B. Business Automobile Liability Insurance. Consultant shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. Consultant shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

D. Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$2,000,000. Architects' and engineers' coverage shall be endorsed to include contractual liability. If policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract.

E. **Cyber Liability Insurance.** Consultant shall maintain cyber liability insurance coverage with a limit of not less than \$2,000,000 per claim and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include but not be limited to claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines, penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

5.3. **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by City, Consultant declares that \$50,000.00 is self-insurance retention.

5.4. **Other Insurance Provisions.** The required insurance policies shall contain or be endorsed to contain the following provisions:

A. **Commercial General Liability.** City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with 21 such work or operations. Such coverage as an additional insured shall not be limited to the period of time during which Consultant is conducting ongoing operations for City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to City, its officers, employees and volunteers.

B. **Commercial General Liability.** This insurance shall be primary insurance as respects City, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it..

C. **Professional Liability.** If the Professional Liability policy is written on a "claims made" form, Consultant shall maintain similar coverage for three consecutive years following completion of the project and shall thereafter, submit annual evidence of coverage. Additionally, Consultant shall provide certified copies of the claims reporting requirements contained within the policies.

D. **Workers' Compensation and Employers' Liability Insurance.** Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of City.

E. **All Coverages.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

If Consultant maintains higher limits or has broader coverage than the minimums shown above, City requires and shall be entitled to all coverage, and to the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

F. Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances

5.5 Acceptability of Insurers. All required insurance shall be placed with insurers acceptable to City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Consultant evidences the requisite need to the sole satisfaction of City.

5.6 Verification of Coverage. Consultant shall furnish City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Consultant shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences. City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications

concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

CPS HR CONSULTING
2450 Del Paso Rd, Suite 220
Sacramento, CA 95834
Attn: Melissa Asher

IF TO CITY:

City of Fullerton
303 W. Commonwealth Ave.
Fullerton, CA 92832
Attn: Ellis Chang

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. To the fullest extent of the law, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, and employees, at Consultant's sole expense, from and against claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the professional services undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees,

and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole or active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, CAD drawings, documents, information and data, including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of

this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, without prejudice to any other remedy to which City may be entitled to at law or equity, Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction. In addition, Consultant shall reimburse City for any and all costs, expenses and/or damages, if any, that the City has incurred due to the aforementioned error or omission.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be

deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF FULLERTON

Kenneth A. Domer, City Manager

Date: _____

CONSULTANT

Melissa Asher (Senior Practice Leader)

Date: _____

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



Richard D. Jones, City Attorney

Date: 1-25-21

EXHIBIT A
SERVICES & FEES

PROPOSAL

City of Fullerton

Professional Services for On-Call Independent Personnel Investigations

Due Date: November 12, 2020

SUBMITTED BY:

MELISSA ASHER

Senior Practice Leader

CPS HR Consulting

2450 Del Paso Road, Suite 220

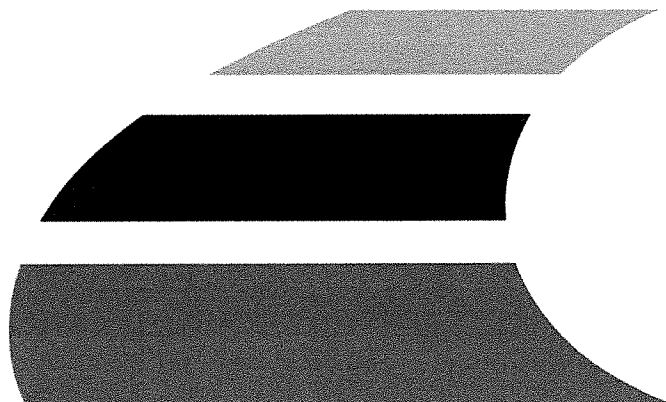
Sacramento, CA 95834

P: 916-471-3358

masher@cpsshr.us

Tax ID: 68-0067209

www.cpsshr.us



Your Path to Performance

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Letter of Transmittal

November 12, 2020

City of Fullerton – Purchasing

Attn: Jimmy Armenta, Buyer

303 W. Commonwealth Avenue

Fullerton CA, 92832

Subject: Professional Services for On-Call Independent Personnel Investigations

Dear Mr. Armenta:

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the City of Fullerton (City) with on-call investigative services in the following areas: administrative and/or disciplinary investigations, which includes confidential employee investigations into allegations of misconduct, discrimination/harassment/retaliation complaints, violation of departmental rules and regulations, violation of state and/or federal laws, etc. CPS HR acknowledges receipt of Addendum No. 1. Our proposal shall remain valid for a period of no less than 90 days from the date of submittal. No subcontractors will be utilized.

CPS HR has no exceptions but need to declare that our self-insured retention is \$50,000 (Section 5.3).

We would be thrilled to work with the City to assist with investigative services. Should you have questions or comments, please do not hesitate to contact me, Michelle Pellegrino, **Senior HR Consultant, Recruitment Solutions, for this important engagement, at (916) 471-3483, or by email at mpellegrino@cpshr.us.**

Sincerely,

Melissa Asher

Melissa Asher, Senior Practice Leader

(916) 471-3358

Technical Proposal

Qualifications, Related Experience and References of Offeror

Profile of Firm

CPS HR Consulting (CPS HR) has been assisting organizations with their talent management needs for 35 years. We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America.

CPS HR's core competency is its knowledge of and expertise in the public sector. As a public agency, we understand the challenges and issues facing our client base. As a self-supporting public entity, we also understand the need for innovative yet practical results. CPS HR can provide expertise that is unique because we share with our clients a common perspective. There is no competitor in the industry that can make this claim.

CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR is a public agency governed by regulations and public sector concerns. We understand what it is to work with and within government. Unlike other public sector organizations, CPS HR is self-supporting. We employ the strategy, innovation, and flexibility found in the private sector to the client's advantage. CPS HR's unique position in the public arena attracts professionals from both public and private sectors who are driven to help the client reach its organization's vision and mission. We work collaboratively with the client to generate solutions that are creative yet practical, to meet the organization "where it is" while also moving it to the next level.

Consulting Services

CPS HR believes in an integrated, systems-based approach to talent management and provides consulting in all the key areas listed below.

CPS HR CONSULTING SERVICES	
ORGANIZATIONAL STRATEGY	TESTING, RECRUITMENT & SELECTION
• Workforce & Succession Planning	• Job Analysis
• Organizational Assessment, Redesign and Re-Engineering	• Develop/Deliver Assessment Center Services
• Performance Management	• Executive Search

Proposal to the City of Fullerton
Professional Services for On-Call Independent Personnel Investigations

• Employee Engagement	• Test Development*
• Change Management	• Test Administration*
• Complaint Investigations & HR Outsourcing	*(for employment and licensing certification)
CLASSIFICATION AND COMPENSATION	TRAINING AND DEVELOPMENT
• Classification	• Training
• Compensation	• Coaching
	• Accelerated Leader 360° Assessment™
	• Leadership Development

Legal Name, Address, Phone, Fax, Email, Website	Cooperative Personnel Services dba CPS HR Consulting 2450 Del Paso Road, Suite 220 Sacramento, CA 95834 Main: (800) 822-4277; FAX (916) 263-3613 masher@cpsshr.us ; www.cpsshr.us
Organizational Structure	Joint Powers Authority (Public Agency)
Principal Owner(s)	CPS HR is a Joint Powers Authority and does not have owners. Our CEO Jerry Greenwell reports to our board.
Authorized Representative	Melissa Asher, Senior Practice Leader 2450 Del Paso Road, Suite 220 Sacramento, CA 95834 (916) 471-3481
Company History, Experience, Years in Business	CPS HR Consulting (CPS HR) has been assisting organizations with their talent management needs for 35 years. CPS HR's core competency is its knowledge of and expertise in the public sector. As a public agency, we understand the challenges and issues facing our client base. As a self-supporting public entity, we also understand the need for innovative yet practical results. CPS HR can provide expertise that is unique because we share with our clients a common perspective. There is no competitor in the industry that can make this claim. CPS HR has conducted over 20 investigations over the past five years.
Number of Employees	94 FTE

General Description of the Firm's Financial Condition

CPS HR maintains significant reserves (in excess of \$9.8 million) in order to maintain long-term business continuity and ensure client obligations are always met. CPS HR does not have any bankruptcy, pending litigation, planned office closures, impending mergers that may impede our ability to complete the contract.

Firm's Experience in Performing Work of a Similar Nature / Similar Agency

We have provided an abbreviated list of agencies for whom we have conducted investigations over the past five years. We would be happy to discuss our additional activity.

INVESTIGATIONS EXPERIENCE	
Government Agency Client	Date
City of Manitou Springs, Colorado	2019, 2020
California Department of Social Services	2017, 2020
California Student Aid Commission	2015, 2017, 2018, 2019, 2020
Shasta County	2020
Truckee Donner Public Utility District	2020
California Student Aid Commission	2020
Eaton Area Park and Recreation District	2020
Town of Melbourne Beach, Florida	2019
Town of Elizabeth, Colorado	2019
South Metro Fire Rescue, Colorado	2019
Woodmen Hills Metro District, Colorado	2019
City of Lamar, Colorado	2019
Town of Severance, Colorado	2019
City of Evans – Colorado	2019
City of Edgewater, Colorado	2019
Pleasant View Metro District, Colorado	2019
Town of Frisco, Colorado	2019
Sacramento County	2015, 2016, 2018, 2019
California Victims Compensation and Government Claims Board	2015, 2016, 2017
California Board of Equalization	2015, 2016
California Unemployment Insurance Appeals Board	2014, 2015, 2016, 2017
Freemont Sanitation District, Colorado	2018
Town of Firestone, Colorado	2018
California Lottery	2017
Metro Wastewater Reclamation District - Colorado	2017
California Employment Development	2016
California Science Center	2016

CPS HR investigators have conducted hundreds of investigations over the years and have extensive experience in every area on the investigation process. CPS HR investigators conduct their investigations through the lens of the client's policies and procedures, which are based on federal, state, and/or local civil rights and equal protection employment laws.

CPS HR is committed to maintaining positive relationships and providing timely communication throughout each project to ensure adherence to the agreed-upon schedule and budget for the project. CPS HR also has a strong commitment to confidentiality throughout all phases of an investigation, so our communication is limited to individuals on a need-to-know basis.

At the conclusion of an investigation, CPS HR will provide a clear and detailed report that outlines the investigatory process, including the investigator's findings.

Clients Associated with Project Team Members

Investigators	Projects/Assignments
Alexander Collins, Jr.	Woodmen Hills Metro District, CO; City of Lamar, CO; Town of Severance, CO; City of Evans, CO; City of Edgewater, CO; Pleasant View Metropolitan District, CO; Town of Frisco, CO; Freemont Sanitation District, CO; Town of Firestone, CO; Metropolitan Wastewater Reclamation District, CO; San Luis Obispo; Monterey; Nathan and Dumm, CO; Rocky Ford, CO; Sacramento County; Technology Agency; CA Department of Alcohol & Drugs; CA Department of Corporations; CA Department of Business Oversight; CA Department of Motor Vehicles; CA Management Risk Medical Insurance Board; CA Department of Food and Agriculture; CA Lottery; CA Air Resources Board; CA Natural Resources Agency; Victims Compensation Board; CA Student Aid Commission; CA Board of Equalization; CA Science Center; CA Department of Social Services
Jeffrey Fulton	Sacramento County, CA, Board of Equalization; CA Student Aid Commission; Employment Development Department; CA Lottery
Kathryn Carey	None with CPS HR
Katrina Meek	CA Transportations; CA Conservation Corporation; CA Department Insurance; CA Department of Alcohol and Drugs; Employment Development Department; Merced; Secretary of State; Sacramento County; CA Housing and Finance Agency; CA Unemployment Insurance Appeals Board; CA Lottery
Luke Patterson	Sacramento County
Sejal Thakkar	Marin County; Secretary of State; CA Natural Resources; Victims Compensation Board; Merit Systems Services Program (CalHR contract)

Client References

1. Client's Company Name:	California State Lottery
Client Address:	700 N 10th St. Sacramento, CA 95811
Contact's Name:	Dottie Wallace
Contact's Title:	Assistant Deputy Director of Human Resources
Contact's Telephone & FAX:	(916) 822-8166; N/A
Contact's Email:	dwallace@calottery.ca.gov
Scope of Services/Products Provided:	<p>The Client sought CPS HR's services after receipt of an anonymous complaint letter. CPS HR interviewed 7 individuals (2 respondents and 5 witnesses). The witnesses were interviewed via phone at the request of the Client. The Investigation Report was completed July 16, 2018 well within budget, expended about 56% of allocated budget.</p> <p>1) Conducted an investigation of alleged inappropriate workplace behaviors/comments involving a Lottery employee; principal parties interviewed in addition to other Lottery staff with direct information relevant to the investigation; 2) Interviewed approximately 10 people at the Lottery Headquarters in Sacramento; 3) Reviewed information provided by the Lottery, including any incident statements, video material, related emails, as well as Lottery policies/guidelines relevant to the alleged incident; 4) Provided a written report of the investigation.</p>
Project Completion Date & Value:	May - Sept 2018; \$9,777
2. Client's Company Name:	Sacramento County (Project #1)
Client Address:	809 9th St., Sacramento, CA 95814
Contact's Name:	Ron Maccini
Contact's Title:	HR Division Chief
Contact's Telephone & FAX:	(916) 874-6102; N/A
Contact's Email:	maccinir@saccounty.net
Scope of Services/Products Provided:	<p>The contract deadline for this project was extended due to scheduling challenges. Six interviews (2 respondents, 1 complainant, 3 witnesses) were conducted from May 16 - June 7, 2019 and the Investigation Report was completed on June 17, 2019. The Client also requested the assigned CPS HR Investigator to prepare for an appeal hearing, but it was officially cancelled the end of September when the complainant did not report for the rescheduled session.</p>

*Proposal to the City of Fullerton
Professional Services for On-Call Independent Personnel Investigations*

	Conducted an investigation of alleged inappropriate workplace behaviors/incident(s) involving Sacramento County employees; principal parties will be interviewed in addition to other witnesses with direct information relevant to the investigation. 1) Interviews with approximately 8 people at various agreed upon Sacramento County work locations; 2) Reviewed information provided by Sacramento County, including any incident statements, video material, related emails, as well as policies/guidelines relevant to the alleged incident(s); 3) Provided a preliminary verbal briefing of findings; a written report of the investigation process, allegations, analysis and findings; and a thumb drive with transcription and exhibits.
Project Completion Date & Value:	Apr - Sept 2019; \$14,572
3. Client's Company Name:	Sacramento County (Project #2)
Client Address:	809 9th St., Sacramento, CA 95814
Contact's Name:	Ron Maccini
Contact's Title:	HR Division Chief
Contact's Telephone & FAX:	(916) 874-6102; N/A
Contact's Email:	maccinir@saccounty.net
Scope of Services/Products Provided:	<p>The assigned CPS HR Investigator was informed of another allegation by a different complaint against the respondent during the initial in-person meeting with the Client's point of contact. Thus, approximately 9 more interviews were added to the work plan and the total budget increased from \$17,673 to \$30,000. At the end of July, the project deadline was adjusted from August 31st to November 30th due to scheduling conflicts with the interviewees.</p> <p>During the report analysis and drafting phase, the assigned Investigator decided to prepare two separate reports because he felt it would facilitate the readers in their review of the allegations, supporting documents, and findings. The Investigator shared with the Project Manager that he spent 25 additional hours and was not charging his time as he made the decision unilaterally. Both Investigations reports were completed November 9, 2018.</p> <p>The Project Manager provided the Client with a final project update including what the Investigator did. The Client insisted that the Investigator should be paid for the actual time he spent to finalize the reports. Consequently, a third amendment to increase the budget by \$3,200 took place to reflect the additional</p>

Proposal to the City of Fullerton
Professional Services for On-Call Independent Personnel Investigations

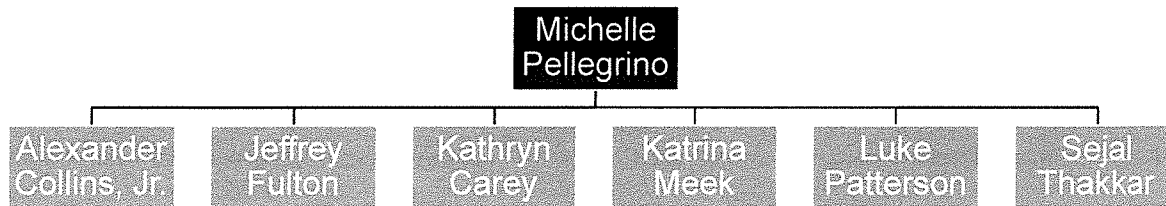
	hours for report writing and decrease the transcription fee (billing was lowered than projected).
Project Completion Date & Value:	June - Dec 2018; \$32,885
4. Client's Company Name:	California Student Aid Commission
Client Address:	P.O. Box 3210, Rancho Cordova, CA 95741
Contact's Name:	Jennifer Donoho
Contact's Title:	Personnel Officer
Contact's Telephone & FAX:	(916) 464-8087; N/A
Contact's Email:	jdonoho@csac.ca.gov
Scope of Services/Products Provided:	Due to various factors [e.g., witnesses and principal parties availability, additional allegations, increased duration of interviews, etc.], CPS HR had to re-schedule some interviews and review additional documents during the course of this investigation. Consequently, CPS HR and the Client amended the deadline to the end of Dec 2019 and increased from estimated \$17,450 to \$23,340.50 (an increase of \$5,890.50). The Investigation Report was completed December 5, 2019.
Project Completion Date & Value:	June – Dec 2019; \$23,030

Proposed Staffing and Organization

CPS HR has 94 regular employees and 3 part time employees; with an additional 200+ intermittent staff comprised of consultants, proctors, and subject matter experts. In our Investigations unit, there are four attorneys who function as investigators. They do not provide legal counsel or function as attorneys during the course of their investigations. The team members for this contract are listed below, along with their roles/titles, responsibilities, and locations. Our key personnel below will be available to the extent proposed for the duration of the contract, acknowledging that no person designated as "key" to the Contract shall be removed or replaced without the prior written concurrence of the City.

Team Member	Role / Title	Project Responsibilities	Location
Michelle Pellegrino	Project Manager	Conduct intakes; assign projects; prepare project cost estimates; initiate, monitor and close out projects; facilitate and serves as liaison for projects, review and process invoices	Sacramento
Alexander Collins, Jr.	Investigator/ Technical Reviewer	Conduct investigation and prepare report of findings; review investigation reports	Sacramento
Jeffrey Fulton	Investigator/ Technical Reviewer	Conduct investigation and prepare report of findings; review investigation reports	Sacramento
Kathryn Carey	Investigator	Conduct investigation and prepare report of findings	Southern California
Katrina Meek (Subcontractor)	Investigator/Technical Reviewer	Conduct investigation and prepare report of findings; review investigation reports	Dixon
Luke Patterson (Subcontractor)	Investigator	Conduct investigation and prepare report of findings	Roseville
Sejal Thakkar	Investigator	Conduct investigation and prepare report of findings	San Francisco

Organizational Chart



CPS HR investigators have completed hundreds of investigations over the years and have extensive experience in every area on the investigation process. CPS HR investigators conduct their investigations through the lens of the client's policies and procedures, which are based on federal, state, and/or local civil rights and equal protection employment laws. However, CPS HR and its investigators do not provide legal advice.

CPS HR is committed to maintaining positive relationships and providing timely communication throughout each project to ensure adherence to the agreed-upon schedule and budget for the project. CPS HR also has a strong commitment to confidentiality throughout all phases of an investigation, so our communication is limited to individuals on a need-to-know basis.

At the conclusion of an investigation, CPS HR will provide a clear and detailed report that outlines the investigatory process, including the investigator's findings.

- CPS HR's goal is for investigators to provide responsive customer service. We aim to provide a standard of customer service that exceeds our client's expectations. To assess such service, all clients are asked to complete a client satisfaction survey at the end of each engagement to respond to questions on the quality of our staff, our deliverables, and the overall customer service of the consulting relationship.
- CPS HR investigators have participated in legal proceedings emanating from some of the investigations. These proceedings have ranged from informal meeting requests with clients' attorney to responding to subpoenas in preparation for depositions and court trials. *CPS HR has never been informed of a problem with any of its investigators as a result of their participation in such follow-up legal proceedings.*
- CPS HR investigators have significant experience with court proceedings including testifying in court. The investigation staff has provided numerous courtroom testimonies such as in law enforcement prosecution, civil, employment law, and criminal cases.

CPS HR investigators have extensive experience providing testimony before commissions, Personnel Boards, Appeals Boards, etc.

Project Team Resumes

Michelle Pellegrino, B.A., IPMA-SCP

Ms. Pellegrino is a Senior HR Consultant with CPS HR Consulting and has over 15 years of professional and management experience in public sector Human Resources, including experience in the areas of employee recruitment and selection, classification and compensation, labor and employee relations, benefits, and policy development.

Employment History

- Senior Consultant, CPS HR Consulting
- Human Resources Manager, City of Dixon Human Resources
- Labor Relations Officer, City of Sacramento Department of Human Resources

Professional Experience

- Managed the human resource and risk management activities of a local city of approximately 100 employees, including policy development, recruitment/selection, job classification and compensation, employee benefits, labor and employee relations, and risk management.
- Experienced in recruitment and selection, including development of advertising plans, outreach to potential candidates, development of exam processes, and creation of eligible lists for a wide range of job classes, including sworn staff, professional staff, and management positions.
- Has project manager experience on multiple large projects, including implementing online applications systems for multiple agencies, implementing the Human Resources Information System (HRIS) module for the City of Dixon, and a large-scale calculation of seniority date calculations, posting of lists, and notification to affected employees for Solano County. Provided planning, direction and coordination of these projects, led staff teams and worked closely with department representatives.
- Established cooperative working relationships with directors, managers, and supervisors with interpretation and applying personnel policy and procedures, discipline, recruitment/selection, classification and leave management.
- Participated in contract negotiations with multiple unions including Police, Fire, Correctional Officer, Professional Staff and Miscellaneous Employee Units.

Education and Certifications

- B.A., Psychology, University of California, Davis
- Senior Certified Professional (IPMA-SCP) with the International Public Management Association for Human Resources (IPMA-HR)

Alexander Collins, Jr.

California State Bar No. 216454

Alexander Collins, Jr. is an Investigator with CPS HR Consulting and has conducted investigations or inquiries regarding hostile work environment, sexual harassment, discrimination, retaliation, ADA, employee relations, and workplace accidents. In addition, Mr. Collins does quality control reviews of investigation reports prepared by other investigators.

Mr. Collins is a partner at Collins, Ritchie & Ervin, LLP in Sacramento, California, and has practiced employment law since he became an attorney in 2001. For part of that time, Mr. Collins served as in-house counsel and provided employment guidance in that capacity.

Mr. Collins has represented employer clients regarding wrongful termination, hostile work environment, harassment, discrimination, compensation, leaves of absence, unemployment insurance appeals, workplace safety violations, and workers compensation discrimination claims. Mr. Collins has also assisted clients in the review and/or drafting of employee handbooks, non-competition agreements, employment agreements, and trade secret agreements.

Employment History

- Investigator, CPS HR Consulting
- Partner, Collins, Ritchie & Ervin, LLP
- General Counsel & Corporate Secretary, Roni Deutch, A Professional Tax Corporation
- Attorney at Law, Baker, Manock, and Jensen PC
- Operations Controller, Ruiz Food Products, Inc.
- Interim Controller/Cost Accounting Supervisor, The Pillsbury Company/Häagen-Dazs
- Cost Accountant, The Kawneer Company
- Staff Accountant, Gannett Corporation/The Sun

Professional Experience

- Over 14 years experience providing legal advice and counsel to clients, including representing clients with matters involving federal and state law, such as FEHA/EEOC complaints, and FLMA/CFRA, wage and hour, and retirement issues.
- Provided day to day legal counsel to executive staff and company management in all facets of the employment relationship from recruiting and hiring to coaching, discipline, and separation. This included providing coaching on handling employee relations issues, proper documentation, and constructive action to promote positive employee performance and behaviors. Conducted investigations or inquiries regarding hostile workplace, sexual harassment, discrimination, ADA requests, and employee relations issues, and other matters falling within the area of employment law.

- Represent clients in transactional and civil litigation matters, including but not limited to, providing employment advice and representation regarding all facets of the employment relationship from recruiting and hiring to coaching, discipline, and separation.

Education

- J.D., Santa Clara University, School of Law
- M.B.A., California State University, Fresno
- B.S., California State University, Fresno

Professional Associations

- State Bar of California
- American Bar Association
- Sacramento County Bar Association

Jeffrey D. Fulton

California State Bar No. 206466

Mr. Fulton is an Investigator with CPS HR Consulting. He has been a practicing attorney for over 18 years and has extensive experience in litigating and providing advice and counsel in the areas of discrimination (age, race, pregnancy, disability, protected activity retaliation), sexual harassment and assault in the workplace, whistleblower retaliation, wage and hour matters (wage and overtime claims, meal and rest break issues, misclassification), workplace safety/violence, wrongful termination, and leaves of absence under the Family Medical Leave Act and California Family Rights Act. Mr. Fulton has conducted workplace investigations involving nearly all types of complaints, including complex investigations with numerous complainants, respondents, and witnesses.

Employment History

- Investigator, CPS HR Consulting
- Law Office of Jeffrey D. Fulton, Attorney and Founder
- Law Office of Anthony Perez, Attorney
- Porter Scott, Attorney

Professional Experience

- Mr. Fulton has investigated, litigated, and provided advice and counsel to clients in single, multiple, and class action classification cases and before administrative agencies such as the California Department of Fair Employment and Housing and the Equal Employment Opportunity Commission. In addition, he has investigated, litigated, and provided advice and counsel to clients in single, multiple, and class action compensation cases involving wages, overtime pay, meal and rest breaks, and misclassification.

- Mr. Fulton has investigated, litigated, and provided advice and counsel to clients in a wide range of employee relations issues, including but not limited to workplace safety, and workplace complaint and investigation processes.

Education

- California State University Sacramento (B.A. Government)
- McGeorge School of Law (J.D.)

Professional Associations

- State Bar of California (Bar No. 206466)

Kathryn O. Carey

California State Bar No. 204055

Ms. Carey is an Investigator with CPS HR Consulting. She has over ten years of human resources, employee relations, investigations, and employment litigation experience.

Employment History

- CPS HR Consulting, Investigator
- Bridges & Bridges, Employment Law and Litigation Attorney
- Burke, Williams & Sorensen, LLP, Employment Law and Litigation Attorney

Professional Experience

- Advise employers about employee classification issues, including exempt/non-exempt status.
- Advise employers about wage and hour compliance issues, as well as handling wage and hour claims.
- Provided legal advice to senior management and human resources partners regarding employment practices and actions. Ms. Carey has investigated employment-related claims, including discrimination, harassment, retaliation, leave of absence, and wage claims. She has also attended agency and private mediations, settlement conferences and hearings, and has negotiated and drafted settlement agreements relating to employment claims.
- Advised employers about a wide variety of employment-related issues, including hiring and firing, large layoffs, discrimination, harassment, accommodation, retaliation, leave of absence, classification, and wage and hour compliance; reviewed, drafted, and updated human resources policies and procedures, and provided training.
- Conducted sexual harassment training, as well as other compliance training.

- As an employment law litigator, represented public and private sector clients in employment-related civil litigation and administrative proceedings.

Education

- Juris Doctor, University of California, Davis, School of Law
- B.A., *cum laude*, Government and Spanish, Claremont Mckenna College,

Professional Certification and Awards

- California State Bar Number 204055

Katrina Meek

Ms. Meek has 30 years of public sector experience in professional human resources management. Her skills include professional licensed investigations of alleged sexual and other protected class harassment, EEO/ADA discrimination, workplace violence, retaliation and other employment related misconduct issues including complaints involving sworn officers covered by the (POBR), Police Officer Bill of Rights, and investigations of high level managers including agency and department directors. Ms. Meek performs senior level reviews of the investigation reports completed by other investigators. She has expertise in policy development, safety, labor relations, union negotiations, and classification protocols. She has conducted reorganizational studies and developed and revised class specifications. She has assisted employers and appeared at unemployment insurance appeals hearings and has conducted organizational analyses, succession planning studies, and pre-employment background investigations for both sworn officers and non-sworn candidates.

Employment History

- Human Resources Management Consultant and Private Investigator, CPS HR Consulting since 2001
- Private Investigator and HR Consultant, HRandMISHelp.com/Employment Investigation Services, Private consulting business
- Appeal Hearing Representative, Employer's Unity, Employer's Edge and Talx UC Express
- Human Resource Manager, Alta California Regional Center
- Human Resource Administrator, City of Davis
- Human Resource and Training Director, assigned to U C Davis by Marriott International

Professional Experience

- Ms. Meek has performed approximately 175 sensitive professional senior level investigations of sexual harassment, discrimination, retaliation, workplace violence,

misuse of State resources, contract irregularities and other employment related misconduct issues and claims for more than thirty State agencies, including, for example, DMHC (California Department of Managed Health Care), OSHPD (California Office of Statewide Health Planning and Development), the Secretary of State's office, the California Department of Veteran Affairs, the Department of Corporations, CUIAB (California Unemployment Insurance Appeals Board) and other state departments and agencies as well as multiple county governments, city government, non-profit agencies and special districts. Ms. Meek has analyzed evidence, prepared and presented comprehensive reports of the investigation's findings. She has conducted investigations of complaints against sworn officers involving POBR special processes and rights and has worked with numerous union and other representatives in the course of conducting investigations. She has conducted public sector investigations of high level managers, agency directors, department heads and gubernatorial appointees and has presented investigation findings to appropriate authorities and has conducted reviews of investigation reports of less experienced investigators.

- Ms. Meek has developed and updated legally compliant policies, employee and administrative manuals, and procedures and protocols. For example, she consulted with CalPERS (California Public Employee Retirement System) to set up a new EEO Office, including the development of an administrative Investigation Manual with protocols, checklists, guidelines forms and other template documents.
- Alta California Regional Center, Sacramento. Ms. Meek directed the establishment of a new Human Resource Office for 350 employees responsible for a 10-county area. Responsibilities included developing and updating administrative manuals, procedures, and employee handbook. She negotiated the labor contract and managed all grievances, managed recruitments and benefits, and ensured compliance with legal requirements. She researched and converted office to new HRIS (Human Resource Information System).
- City of Davis, Davis, California. Ms. Meek directed comprehensive reorganization work plan for the human resource division; developed and updated procedure manuals and employee handbook; managed grievances; held Skelly hearings; represented the city at Personnel Board hearings and unemployment hearings; modernized recruitment processes and file systems; and performed departmental reorganization and reclassification studies. She participated in investigation processes with the Police Department involving complaints against sworn officers.
- Human Resource and Training Director, UC Davis for university contractor Marriott International. Ms. Meek developed a centralized human resource function for an organization with 590 employees. She developed and revised the employee policy manual and administrative procedures protocols; established and managed employee recognition programs; conducted investigations; managed aggressive recruitment program; performed conflict resolutions; provided regional and local training; managed

benefits; developed Employee Relations Committee and established and developed a Peer Review Panel appeal process. Ms. Meek was honored for a national community service award. On two occasions she was named the Business Council Person Of The Year for Business Council leadership and achievements.

- Ms. Meek has assisted with comprehensive classification studies such as for the BOE (Bureau of Equalization), City of Davis, City of Tracy, City of Turlock, (FNRC) Far Northern Regional Center and a variety of Cities and other agencies. She has conducted job audits and analyses, developed new class specifications, and revised of out-of-date class specifications. Ms. Meek has participated in Succession Planning and Workforce Planning studies for CalEMA (California Emergency Management Agency (formerly OES) Office of Emergency Services. Ms. Meek has conducted a variety of salary, compensation, benefit studies and reorganizational studies for various public sector agencies and non-profit organizations including the City of Citrus Heights, City of Davis, City of Ontario, the Far Northern Regional Center and others.
- Ms. Meek has represented and assisted employer clients in unemployment appeal hearings, arbitration and other hearings. Ms. Meek has given testimony, prepared witnesses; compiled evidence and relevant documentation and provided hearing reports.
- Ms. Meek facilitated harassment and workplace violence prevention and awareness training, investigator training and supervisor skill training; conducted pre-employment background checks; and performed various organizational reviews. Ms. Meek has made presentations to Boards of Directors, Executive management, City Council and other authorities.
- Ms. Meek has conducted pre-employment background and reference investigations including for department heads, sworn officers, other sensitive positions and civilians. She has taught a course in this for other investigators at the POST training center in Sacramento.

Education

- University of San Francisco: Bachelor's Degree in Organizational Behavior with emphasis in Human Resources. Honors.

Certificates/Licenses

- Private Investigator's License #22652, Department of Consumer Affairs, Bureau of Security and Investigative Services.
- Senior Professional in Human Resources (SPHR) Certificate from SHRM, Society for Human Resource Management, 2001.
- Advanced Certificate in Conducting Workplace Investigations, Council on Education in Management, The George Washington University School of Business and Public Management, 2010.

- Certificate in Internal Investigations, Council on Education in Management, The George Washington University School of Business and Public Management.

Luke Patterson

Mr. Patterson is a project consultant with CPS HR Consulting. Mr. Patterson has 25 years investigation experience, primarily focused on liability and workers' compensation matters. He has investigated hundreds of cases involving complaints, claims and allegations against employers arising out of workplace environments and circumstances. Investigation of these matters has involved locating witnesses, obtaining statements, developing intelligence, researching records, and doing all the other work necessary to secure an accurate core of evidence for successful trial preparation or claims handling, as well as findings and determinations.

For the past 25 years the primary scope of Mr. Patterson's case load has involved investigating matters arising out of the workplace, including but not limited to hostile work environment, sexual harassment, discrimination, retaliation, ADA requests, and workplace accidents. In addition to 20 years executive experience as a California Licensed Private Investigator/ President/ CEO, Mr. Patterson has leadership experience in executive and board of director level roles in private sector organizations including the California Associated of Licensed Investigators, the City of Roseville Chamber of Commerce, Mt. Cross Ministries, and Toastmasters International – PCAR.

Mr. Patterson has pursued investigations on behalf of public sector and private sector clients involving litigation filed within the jurisdictions of the workers' compensation appeals board, county courts, and federal court. He has provided trial preparation and litigation support involving the filings of motions for summary judgment, complaints of numerous types, and a vast variety of litigated circumstances. Mr. Patterson has experience involving post litigation pursuit of jury member interviews

Employment History

- Project Consultant, CPS HR Consulting
- Founder, President, CEO, Capitol Legal Investigations, Inc.
- Investigator, Pacific Legal Investigations, Inc.
- Marketing Manager and Registered Repossessor, Knutson Auto Recovery
- Registered Repossessor, P.K. Willis Company, Inc.
- Registered Process Server, A-1 Process Serving
- Outside Casualty Insurance Claims Adjuster, Crawford & Company

Education

- B.S., Public Relations, California Lutheran University

Professional Associations

- Association of Workers' Compensation Professionals

- California Association of Licensed Investigators
- Roseville Chamber of Commerce
- Toastmasters International

Professional Certification and Awards

- Certificate for Workplace Investigations, The National Training Institute, San Diego, CA
- AEI Certificate in Workers' Compensation Law, Association of Workers' Compensation Professionals, Sacramento, CA
- Certificate, Outside Casualty Claims Adjuster, Crawford & Company International Training Center, Atlanta, GA

Publications and Presentations

- Competent Communicator (CC), Competent Leader (CL), Area Contest Speech Champion, Area Speech Evaluation Champion, Area Impromptu Speech Champion; Toastmasters International

Sejal Thakkar

California State Bar No. 226778

Ms. Thakkar is a Project Consultant with CPS HR Consulting. With over 11 years of experience, she has had an extensive background in employment and worker's compensation law. Ms. Thakkar regularly advises and represents management in various employment-related matters, including personnel law, wrongful termination, discrimination and harassment claims, wage-and-hour issues, unemployment insurance appeals and worker's compensation appeals. She has also prepared and reviewed a wide range of employment documents, including applications, handbooks, employment agreements, and disciplinary and termination forms. Ms. Thakkar has also conducted investigations or inquiries regarding hostile work environment, sexual harassment, discrimination, retaliation, employee relations, and workplace accidents.

Employment History

- Project Consultant, CPS HR Consulting
- Employment Law Attorney, Self-Employed
- University of San Diego, Adjunct Faculty
- John F. Kennedy University, Adjunct Faculty
- California Southern University, Faculty Mentor
- Gordon & Rees, Senior Counsel
- Manning & Kass, Ellrod, Ramirez, and Trestor LLP, Litigation Attorney

- Cohen & Durrett, Employment Law Associate
- McDonald Law Corporation, Litigation Associate

Professional Experience

- While Senior Counsel, provided legal advice and counsel to clients regarding classification of employees. In this capacity, Ms. Thakkar was retained by employers to conduct investigation regarding proper classifications of employees as exempt or nonexempt from overtime. Ms. Thakkar also negotiated resolution of Department of Labor claims for back pay and overtime wages.
- Extensive experience providing legal advice and guidance to senior management, human resources personnel, and legal counsel regarding employment practices and actions; investigated and responded on the employer's behalf to employment-related discrimination/harassment charges and wage claims filed with federal and state administrative agencies. Ms. Thakkar has drafted numerous position statements to the Department of Fair Employment and Housing and the Equal Employment Opportunity Commission.
- Provided day-to-day legal counsel to executive staff and company management in all facets of the employment relationship from hiring to coaching, discipline, and separation. This included providing coaching on handling employee relations issues, proper documentation, and constructive action to promote positive employee performance and behaviors. Ms. Thakkar conducted investigations or inquiries regarding hostile workplace, sexual harassment, discrimination, and employee relations issues, and other matters falling within the area of employment law. She also has extensive experience reviewing, writing, and updating human resources policies.
- Conducted presentations to employees on various employment-related matters, including sexual harassment, discrimination, and retaliation. Ms. Thakkar taught employment law courses at California Southern University, University of San Diego, and John F. Kennedy University.
- Represented public and private sector clients in labor and employment law matters in all phases of state and federal litigation, including investigation, depositions, pre-trial hearings, and trial. Ms. Thakkar has also attended mediations, settlement conferences and hearings, and negotiated and drafted settlement agreements relating to employment claims.
- Represented numerous clients before Administrative Agencies, such as the Unemployment Insurance Appeals Board, the Worker's Compensation Appeals Board, the Department of Fair Employment and Housing and the Equal Employment Opportunity Commission.

Education

- J.D., Northern Illinois College of Law

- B.S., Accounting, University of Illinois at Chicago

Professional Associations

- State Bar of California

Professional Certification and Awards

- California State Bar No. 226778

Detailed Work Plan

CPS HR recognizes the need for a swift response to workplace issues to investigate concerns, address situations, mitigate risk, and ensure fair treatment of all concerned; we understand that time is of the essence. We will contact the City within 24 hours, and an investigator will be assigned and ready to meet via video/conference call or in person within a mutually-agreed upon schedule. Within 48 hours of that meeting, the investigator or project manager will provide the City with a work plan submitted under a task order. Interviews will commence as soon as scheduling can occur. The investigation will proceed as expeditiously as practicable while ensuring that all tasks are completed thoroughly and defensibly. We also recognize that some situations may require an immediate response and will make every effort to work with City staff to provide support in these situations.

A typical work plan consists of the followings:

Task 1 – Preliminary Activities. CPS HR will make every effort to pair the City’s needs to CPS HR’s investigative resources. This includes an assessment of the type of investigation and any specific requests of the City, with a pairing of the most appropriate investigator. Since each case is unique, the assigned investigator will initially meet or speak with the assigned point of contact to obtain an overview of the case and information on any special needs (critical time factors, transcription, travel requirements, etc.). During this meeting, the investigator may request documents or supporting information. The investigator will formulate an investigation plan within two business days of the meeting, which will include:

- The allegations and issues that will be investigated
- List of witnesses that will be interviewed
- List of requested documents and other information that will need to be gathered for review
- Proposed schedule
- Estimated budget

The plan will be provided to the City’s point of contact for discussion and approval. Discussion will include methods to be used during the specific investigation.

Task 2 – Document Review. All documentation related to the investigation will be reviewed. The documentation will include the complaint, documentation substantiating or disproving the allegations in the complaint, the parties’ past work performance and discipline, information gathered during any internal investigation by the City or its contractors, and relevant policies and procedures.

Task 3 – Interviews. Interviews will be conducted with the complainant, respondent, and any other witnesses. The objective of an investigation is to procure reliable facts to render findings regarding the allegations alleged by complainant.

Before being interviewed, the complainant, respondent, and witnesses will be, unless the City prefers a different approach, given written notices of the authority for an investigation and their rights as provided by the City, and/or bargaining unit contract with management. Interviews will be conducted with considerations of confidentiality for all involved parties and under circumstances that encourage cooperation. All parties will be treated with the utmost respect and every effort will be extended to make each person comfortable during the interview process. Unless requested otherwise, interviews will be digitally recorded. The recordings will be transcribed, and the transcriptions will be provided to the City point of contact at the conclusion of the investigation.

Interviews can be conducted in any location that provides privacy to facilitate confidentiality.

CPS HR's interview objectives include:

- Gathering all information concerning the alleged or suspected problem in a way that allows management to enforce its policies and carry out appropriate corrective action.
- Performing the fact-finding process without being disruptive to the agency, its operations, or employee morale.
- Structuring the process to reduce liability.
- Reporting on workplace-related employee misconduct, or crimes against the employees and/or the organization.

These interviews take approximately one to three hours each in duration to complete, unless special circumstances dictate otherwise. The lengths of the interviews are determined by the level of cooperation of the employee and volume of pertinent information provided by those interviewed.

Task 4 – Analysis. All information (written and oral) will be analyzed to determine if there is a factual basis to substantiate the complainant's allegation(s) in order for the City to take corrective action and determine the appropriateness of the proposed corrective action to take. Whenever possible, information gathered is corroborated to verify and confirm. If the information remains uncorroborated, the investigator will so state in the report. This method provides a complete picture of the employees and others involved so the City will receive a complete, comprehensive workplace investigation.

Task 5 – Report. Approximately ten days of the last interview, the investigator will deliver a draft report to the City. The investigation report package will include a report of the investigation, attachments (documents and photographs), transcripts, and the digital recordings of interviews. When requested, the investigator will meet with key staff to review the report prior to final submission. The report will contain the following:

- Brief background of involved parties, their assignments, and an explanation of the issues or allegations involved in the investigation.
- Discussion of the method employed in conducting the investigation.

- List of exhibits.
- Timeline of events.
- Policies and procedures applicable to complainant's allegations.
- Discussion of each allegation with a summary of all statements and disclosed facts relevant to the allegation.
- If appropriate, information relative to the credibility of the claimant, respondent, or a particular witness(es).
- Summary of all of the facts the investigator relied on to form a reasonable belief as to the merits of each allegation.

Following the City's review of the report and discussion with the investigator, if further interviews or research are deemed necessary, the investigator will complete the additional tasks. The final report will be updated, as warranted, within five days of receiving input from City staff, and will be submitted in PDF format. A PDF document will safeguard the integrity of the investigative process and the interests of both parties.

Task 6 – Testify at/attend administrative/judicial proceedings. When required, the CPS HR investigator will attend and testify at an administrative or judicial proceeding related to the investigation.

Ongoing Project Communication. The project manager and assigned investigator will maintain close communication with the point of contact throughout the investigation process, and will provide updates on the progress weekly or as requested.

Documents pertaining to any investigation will be retained per the City's retention policies.

CPS HR investigators have participated in legal proceedings emanating from some of the investigations. These proceedings have ranged from informal meeting requests with clients' attorney to responding to subpoenas in preparation for depositions and court trials. *CPS HR has never been informed of a problem with any of its investigators as a result of their participation in such follow-up legal proceedings.*

CPS HR investigators have significant experience with court proceedings including testifying in court. The investigation staff has provided numerous courtroom testimonies such as in law enforcement prosecution, civil, employment law, and criminal cases.

CPS HR investigators have extensive experience providing testimony before commissions, Personnel Boards, Appeals Boards, etc.

CPS HR utilizes Microsoft Teams for sharing secure documents and other information and collaborating with clients. We utilize private Teams where only members who have been assigned access can view or edit files to ensure security for investigation documents.

Fee Proposal

Total cost for services will be determined at the inception of each investigation and will be based on the estimated hours as determined by the number of complainants, allegations, and witnesses, as well as expenses (mileage, parking, photocopies, etc.) associated with travel and supplies. The following tables reflect the labor cost first by Tasks (Table 1) and then by Staff Role (Table 2) for a typical investigation.

Table 1

LN	Fee Rates	Total Hours	Total Cost
1	Preliminary Activities/ Project Initiation Client Meeting and/or Email (\$185/hour)	2	\$370
2	Doc Review - Interview Prep (1 complainant, 2 respondents, 3 witnesses) (\$185/hour)	6	\$1,110
3	Interviews (\$185/hour)	25	\$4,625
4	Analysis & Draft Report Review, Summarize, Analyze Interviews and Draft Report, including emails/correspondence with Client and Project Manager; Technical Review (QC) (\$185/hour)	33	\$6,105
5	Finalize Report, including organizing electronic exhibit and meeting with Client Primary Contact to deliver and report findings (\$185/hour)	6	\$1,110
6	Ongoing Project Management Administrative (billing review, communication, coordination, research, and respond to contract inquiries) (\$125/hour)	8	\$1,000
A	Fee Rates	80*	\$14,320*

Table 2

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
1	Project Management	Senior HR Consultant	\$125	8	\$ 1,000
2	Investigation and Report of Findings	Investigator (Primary)	\$185	67	\$12,395
3	Report Review	Investigator (Technical Reviewer)	\$185	5	\$ 925
B	Total Personnel Costs			80*	\$14,320*

***Note:** The above not-to-exceed total amount/scenario is based on professional service (labor) costs for work and activities related to 6 interviews (2 respondents, 1 complainant, and 3 witnesses). The complexity and amount of documents to be reviewed are also factors; thus, actual investigation will be adjusted accordingly.

Payment Terms and Conditions

Upon receipt of an investigation request from Client, CPS HR Project Manager will complete the intake and prepare a cost estimate. Once accepted, a Statement of Work will be initiated and

presented to Client for execution. Specific terms and conditions of the Statement of Work (SOW) typically include the following:

All Services provided to Client by CPS HR are priced on a TIME AND MATERIALS basis. Any estimates provided by CPS HR to Client, whether written herein or given orally, shall not be binding on CPS HR or convert this SOW into a fixed price engagement with respect to such Services. Any such estimates are for informational purposes only, and the actual fees payable by Client may be higher or lower than such estimates.

CPS HR will invoice Client at the rate of \$185.00 per hour for Investigator hours, \$185.00 per hour for Technical Advisor/Reviewer hours, \$125.00 per hour for Project Manager hours and \$92.50 for travel hours if needed. Client will be invoiced based on actual services provided. Transcription services will be billed at cost and are estimated to be \$1,200. Incidental expenses such as parking and supplies will be billed at actual cost, if applicable. Standard expenses are estimated at \$100.00. Total cost for services is estimated to be \$14,320.00.

Invoices will be submitted for payment on a monthly basis. Client will pay CPS HR within thirty (30) calendar days following receipt of invoice.

In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.

This SOW covers work requested and performed prior to the commencement of this SOW.

Any modifications specified in this SOW shall be applicable only to the parties hereto and shall not affect the Agreement or any other agreement. All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW.

Additional Fees

Description	Hourly/Unit Rate
Court or hearing testimony	\$240
Travel (over 30 miles)	\$92.50

Schedule of Estimated CPS HR Expenses* (PER PROJECT)	
Description	Cost
Standard Office supplies (paper, pens, folders, shipping, printing, etc.)	\$100
Travel/Lodging (airfare, car rental, mileage, meals and incidentals, parking, etc.)	\$1,500
Transcription Services	\$1,200

**Total Anticipated Expenses Per Project:	\$2,800
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*****passed through expenses, client will be billed for actual fees.***

- We use the current IRS Rate to calculate mileage (if greater than 30 miles), meals and incidentals.
- Transcription services = \$2.95 per page for 10-working day turnaround
- Official Reports – Five hard copies of each investigation report are included in the cost of the investigation. Additional copies are charged \$.11/page and photo expense is \$.25 each.

Required Forms

Status of Past and Present Contracts Form

This form is non-applicable. CPS HR has not had any contracts which have ended in termination, settlement or in legal action.

Attachment C – Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

Note: To be executed by Proposer and submitted with proposal.

State of California
(the State of the place of business)

County of Sacramento
(the County of the place of business)

Melissa Asher, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is Senior Practice Leader of
(title of the person signing this form)

, the party making the foregoing bid
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business

By: Melissa Asher
(signature)

Printed Name: Melissa Asher
(name of the person signing this form)

Title: Senior Practice Leader
(title of the person signing this form)

Attachment D – Exemptions Forms

EXCEPTIONS FORM

If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- ☐ No exceptions taken
- ☐ Exception taken to the scope of work or specifications
- ☒ Exception taken to indemnification and insurance requirements
- ☐ Exception to proposed contract language
- ☐ Other

Please explain any of the checked items:

There are no exceptions but we need to declare that our self-insured retention is
\$50,000 (Section 5.3).

PROPOSING FIRM: CPS HR Consulting

DATE: 11/10/2020

BUSINESS ADDRESS : 2450 Del Paso Road, Suite 220 Sacramento, CA 95834

SIGNATURE OF REPRESENTATIVE: Melissa Asher

BY: Melissa Asher

TITLE: Senior Practice Leader

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT B
ADDITIONAL SERVICES

EXHIBIT C
CERTIFICATES OF INSURANCE

EXHIBIT D

W-9 FORM