

**CITY OF FULLERTON  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
NORMAN A. TRAUB & ASSOCIATES, LLC**

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 Norman A. Traub & Associates, LLC, a California Corporation (“Consultant”).

**WITNESSETH:**

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 safety and 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.

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:

Norman A Traub & Associates, LLC  
2625 Townsgate Road, Suite 330  
Westlake Village, CA 91361  
Attn: Brock Avery

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

\_\_\_\_\_  
Brock Avery (Principal/General Manager)

Date: \_\_\_\_\_

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Richard D. Jones, City Attorney

Date: 1.25.21

**EXHIBIT A**  
**SERVICES & FEES**



**NORMAN A. TRAUB & ASSOCIATES LLC**

*Workplace Investigators*

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PLEASED TO PRESENT OUR PROPOSAL TO:

**THE CITY OF FULLERTON**

**RFQ FOR ON-CALL INDEPENDENT INVESTIGATIVE SERVICES**

NORMAN A. TRAUB & ASSOCIATES LLC

2625 TOWNSGATE ROAD SUITE 330

WESTLAKE VILLAGE, CA. 91361

714.693.3428

805.207.9216

[WWW.NORMTRAUBASSOCIATES.COM](http://WWW.NORMTRAUBASSOCIATES.COM)

**NORMAN A. TRAUB & ASSOCIATES<sub>LLC</sub>**

Workplace Investigation Specialists License PI 28218  
2625 Townsgate Road Suite 330, Westlake Village, CA. 91361 714-693-3428  
website: www.normtraubassociates.com  
Email: ba.normtraub@gmail.com

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**NORMAN A. TRAUB & ASSOCIATES<sub>LLC</sub>**

Workplace Investigation Specialists License PI 28218  
2625 Townsgate Road Suite 330, Westlake Village, CA. 91361 714-693-3428  
website: www.normtraubassociates.com  
Email: ba.normtraub@gmail.com

**LETTER OF TRANSMITTAL**

November 11, 2020

City of Fullerton  
Attn: Jimmy Armenta, Buyer  
303 w. Commonwealth Avenue  
Fullerton, CA 92832-1775

Re: RFQ for On-Call Independent Investigative Services

Dear Mr. Armenta,

On Behalf of Norman A. Traub & Associates, LLC, I am pleased to submit this response to the Request for Qualification (RFQ) for On-Call Independent Investigative Services issued by the City of Fullerton. Norman A. Traub & Associates LLC is extremely interested in the opportunity and extensively qualified to provide Independent Investigative Services.

The key contact for Norman A. Traub & Associates LLC is as follows:

Brock Avery  
Principal/General Manager  
Norman A. Traub & Associates LLC  
2526 Townsgate Road Suite 330  
Westlake Village, CA. 91361  
(714)693-3428 (805)207-9216  
ba.normtraub@gmail.com

Norman A. Traub is a Single Member Limited Liability Corporation, and I am responsible for all business, contracts and agreements for services.

If awarded, Norman A. Traub & Associates LLC would assign the any of following Independent Contractor Investigators;

Avery, Brock 2526 Townsgate Road Suite 330 Westlake Village, CA. 91361	805-207-9216	ba.normtraub@gmail.com
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## NORMAN A. TRAUB & ASSOCIATES<sup>LLC</sup>

Workplace Investigation Specialists License PI 28218  
2625 Townsgate Road Suite 330, Westlake Village, CA. 91361 714-693-3428  
website: [www.normtraubassociates.com](http://www.normtraubassociates.com)  
Email: [ba.normtraub@gmail.com](mailto:ba.normtraub@gmail.com)

Thomas, Chuck 27891 Via Roma Mission Viejo, CA. 92692	714-608-5951	Chuck.thomas@cox.net
Junginger, Craig 1722 Pine St. Huntington Beach, CA 92648	503-793-8295	craig.junginger@gmail.com
Hauptmann, Frank 18400 Pinecone Ln Riverside, CA. 92504	323-216-0788	f.hauptmann@yahoo.com
Capen, John 8502 E. Chapman Ave. Orange, CA. 92869	714-858-9283	johncapen@gmail.com
Conroy, Sean 4415 Henley Ct. Westlake Vlg, Ca. 91361	805-551-1471	smconroy225@gmail.com
Hebert, Scott 5200 Via Jacinto Newbury Park, CA. 91320	805-732-8966	scotthebert3@verizon.net
Daniel Bressler 766 Hearst Way Corona, CA. 92882	760.406.1626	<a href="mailto:star7investigations@gmail.com">star7investigations@gmail.com</a>
Vanecek, George 6185 Magnolia Ave. #137 Riverside, CA. 92506	951.236.0815	vanecekpi@charter.net
Juan Reynoso PO Box 1637 Oxnard, CA. 93032	805.797.8855	<a href="mailto:jareynoso@verizon.net">jareynoso@verizon.net</a>
Ho, Angel Esq. 340 S Lemon Ave # 6098 Walnut, CA 91789	310.920.8825	angel.ho.esq@gmail.com



## NORMAN A. TRAUB & ASSOCIATES<sub>LLC</sub>

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Exton, Kristine Esq. 16027 Brookhurst St Suite I-149 Fountain Valley, CA. 92708	714.390.3818	<a href="mailto:kje@sbcglobal.net">kje@sbcglobal.net</a>
Betty P. Kelepecz, Esq. 1220 Rosecrans St., #901 San Diego, CA 92106	619.507.2698	<a href="mailto:bkelepecz@publicsafetyconsulting.net">bkelepecz@publicsafetyconsulting.net</a>
Robinson, Jeff Esq. 7726 N 1st St # 178 Fresno, CA, 93720-0989	559.326.9897	<a href="mailto:jeffrobinson56@gmail.com">jeffrobinson56@gmail.com</a>
Sherman, Jay Esq. 5021 Verdugo Way, Ste 105- 442 Camarillo, CA. 93012	310.625.1272	<a href="mailto:jay.shermano1@gmail.com">jay.shermano1@gmail.com</a>

All correspondence pertaining to this proposal should be directed to my attention. I have received and reviewed the RFQ addenda issued by the City on 11-3-20. The attached proposal shall remain in effect for ninety (90) days from the date the authority received the proposal.

I certify that the information submitted within the proposal is true, accurate, complete, is my original work, and to the best of my knowledge

Thank you for considering us for this very important competent of employee relations. Norman A. Traub & Associates respectfully requests to be promptly notified and be given the opportunity to correct any such deficiency. Please forward any questions regarding this solicitation response to me. I look forward to hearing from you.

Very truly yours,

Norman A. Traub & Associates, LLC.



Brock Avery  
Principal/General Manager  
Norman A. Traub & Associates LLC

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### **3. Technical Proposal**

#### **a. Qualifications, Related Experience and References of Offeror**

- (1) *Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.*

Since 1994, Norman A. Traub & Associates has conducted internal affairs investigations for over 300 hundred cities, six counties, and twenty-five Special Districts. Norman A. Traub & Associate's sole focus is workplace/administrative investigations for public entities.

Norm Traub retired as the Owner and Principal of Norman A. Traub Associates in October 2018. Mr. Traub passed away in January 2019. In October 2018, Mr. T. Brock Avery assumed ownership and is the General Manager/Principal of Norman A. Traub & Associates LLC(NATA). Mr. Avery operates Norman A. Traub & Associates as a sole member Limited Liability Corporation. All investigators and the company accountant are independent Subcontractors. Norman A. Traub & Associates does not have employees.

Norman A. Traub & Associates's main office is located on the southern edge of Ventura County in Westlake Village, California. The business accounting office is located in Yorba Linda, California. Contract Investigators are based in their own offices throughout Southern California.

Each Norman A. Traub & Associates investigator has extensive experience and expertise in public sector administrative/workplace investigations. Our investigators have received advanced training in public sector administrative investigation practices, have conducted hundreds of investigations, and possess executive level work experience in public sector agencies.

All of the investigators with public sector work experience spent a portion of their career in law enforcement internal affairs divisions where they received California Peace Officer Standards and Training education for administrative investigations. Furthermore, each investigator conducted, provided oversight, directed and approved Administrative Investigations involving public safety personnel.

All investigators with public safety experience are honorably retired.

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- (2) *Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the contract. City does not have a policy for debarring or disqualifying.*

Norman A. Traub & Associates is financially solvent, with cash reserves, no past or pending litigation, bankruptcy, or impending merger. Norman A. Traub & Associates is willing to disclose financial standing and is prepared to complete a contract for investigation services.

- (3) *Describe the firm's experience in performing work of a similar nature to that solicited in this RFQ and highlight the participation in such work by the key personnel proposed for assignment to this contract.*

In the last ten years, Norman A. Traub Associates conducted approximately 120 workplace investigations per year. In addition to the City of Fullerton, Norman A. Traub & Associates provided investigation services for the following entities:

Cities and Counties: Alhambra, Arcadia, Avalon, Azusa, Bakersfield, Baldwin Park, Barstow, Brisbane, Calexico, Carlsbad, Carson, Cathedral City, Chula Vista, Colton, Compton, Coronado, Costa Mesa, Covina, El Monte, El Segundo, Encinitas, Escondido, Fountain Valley, Fullerton, Glendora, Hermosa Beach, Huntington Park, Huntington Beach, County of Imperial, Indio, Irvine, Irwindale, Laguna Beach, La Habra Heights, La Mesa, La Verne, Lomita, Lynwood, Manhattan Beach, Menifee, Monterey Park, Moreno Valley, Newport Beach, Norwalk, Ontario, Oxnard, Pomona, Palm Springs, Palos Verde Estates, Pasadena, Pomona, Port Hueneme, Poway, Rancho Cucamonga, Rialto, Ridgecrest, Rosemead, San Dimas, San Fernando, San Gabriel, San Marcos, San Dimas, Santa Barbara, Santa Monica, Santa Paula, Seal Beach, Seaside, Sierra Madre, Simi Valley, South El Monte, South Pasadena, Stockton, Temecula, Torrance, Thousand Oaks, Upland, Ventura, Vernon, County of Ventura, Vista, Westminster, Whittier.

Special Districts: Costa Mesa Sanitation, Cayucos Sanitation District, Greater Los Angeles Vector Control, Housing Authority of San Bernardino, Imperial Irrigation District, Los Angeles Police Department Museum, North County Fire Authority(San Diego County), North County Dispatch JPA, Port of Long Beach, Rancho Santa Fe Fire Protection District, Orange County Fire Authority, Royal Paper, San Gabriel Valley Mosquito and Vector Control District, Tri-City Mental Health Center, Yorba Linda Water District, Ventura County Regional Waste.

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Educational Institutions: Crossroads School, Coast Community College District, Mt. San Antonio College, Riverside Community College District, Waldorf School, University of California, Irvine Police. UC Davis

Law Firms: Aleshire & Wynder, LLP, Law Office of Jones-Mayer, Liebert Cassidy Whitmore, Burke Williams Sorensen, Slovak Baron Empey Murphy & Pinkney LLP, McDougal Love Boehmer Foley Lyon & Canlas. Wallin Kress Reisman & Kranitz, LLP.

A summary of the scope of investigations completed by Norman A. Traub & Associates Investigators within the last five years includes:

### Non-Safety Investigations

- A Public Health employee was accused of failing to follow the cash handling policy. Ten interviews were conducted, and the finding was sustained.
- A Public Works employee was accused of making threats of violence against a coworker. Six interviews occurred, and the finding was sustained.
- Two Park and Recreation employees accused a supervisor and coworkers of engaging in behavior consistent with age discrimination. Twelve interviews were conducted, and the finding was unfounded. A separate allegation of creating a hostile work environment was sustained.
- Employee accused a Public Utility Manager of engaging in behavior in violation of a policy regarding bullying. Eight interviews were conducted, and the finding was sustained.
- Public Works Supervisor was accused of allowing employees to work in a hazardous work environment in violation of OSHA rules. Ten interviews were conducted, and the finding was unfounded. A separate allegation the supervisor yelled and directed profanities at subordinates was sustained.
- City engineering employee accused her supervisor of unwanted touching consisting of neck massaging, squeezing her knee, and kissing her on the cheek. Four interviews occurred, the supervisor admitted to the conduct, and the finding was sustained.
- A Housing Authority employee was accused of falsifying her timecard and providing false information to receive bereavement leave. Six employees were interviewed, and the finding was sustained.
- Public Works Maintenance worker was observed with a handgun in the workplace. Eight employees were interviewed, and the employee admitted possessing a handgun at work. The finding was sustained.

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- Police Records clerk accused coworkers and a Manager of uncivil behavior in the workplace and discrimination. Twelve interviews were conducted, and the findings were unfounded and not sustained.
- City mechanic accused of stealing city purchased tires and vehicle parts. Countless hours of video were reviewed, and ten employees were interviewed. The finding was sustained.

### Public Safety Investigations;

- Police officer involved shooting that resulted in death.
- Fatal traffic collision that occurred during a police pursuit.
- Police officer use of force after the officer used a police vehicle to stop a person riding a bicycle and evading the officer.
- Police Officer accused of stealing property while searching a residence pursuant to a search warrant.
- Police Officer accused of unlawful detention and excessive use of force.
- Police Officer accused of tackling a person and using excessive force during a public protest against police funding.
- Assistant Police Chief accused of punching a subordinate employee.
- Police Officer accused of numerous unlawful detentions over a two-year period.
- Police Officer accused of fabricating information in a police report.
- Police Captain accused of making purchases without authorization.
- Police Sergeant accused of make comments to female employees in violation of City policy regarding harassment in the workplace.
- Off duty Police Officer accessed public intoxication and battery.
- Police Sergeant accused of bullying employees.
- Police Officer accused of elections fraud.
- Fire Department Captain accused of conduct in violation of City policy related to harassment and discrimination.
- Off duty Firefighter accused of public intoxication and traveling on a commercial airline while wearing department uniform.
- Fire Academy Recruit Training Officer accused of hazing Firefighter trainees.
- Firefighter/Paramedic accused of stealing controlled substances under his control.
- Off Duty Firefighter accused of public intoxication and making racist comments to a police officer that arrested him.
- Firefighter/Paramedic accused of neglect for the treatment provided to a patient.
- Off duty Firefighter accused of driving under the influence.

Norman A. Traub & Associates investigators stay current to maintain their investigation competence by attending workplace investigation training provided by Liebert Cassidy

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Whitmore and the Association for Workplace Investigators, and by maintaining membership in professional organizations. Most investigations are reviewed and finalized by legal counsel, and investigators receive feedback from attorneys.

All investigators maintain liability insurance equal to the City of Fullerton requirement.

*(4) Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFQ. Please include specialized experience and professional competence in areas directly related to this RFQ.*

Norman A. Traub & Associates has an outstanding reputation throughout Southern California with Police Executives, Human Resources personnel, City Attorney's and Outside Council, focusing on public sector employment law. Many clients are repeat clients and utilize our investigation services because of the timely, professional, and commitment to excellence in all investigations we conduct.

The sixteen Independent Contractor Investigators who provide workplace investigation services to Norman A. Traub & Associates are licensed Private Investigators by the State of California Bureau of Security and Investigative Services. Investigators assigned as investigators for the City of Fullerton investigations are former Police Executives or Attorneys with more than ten years of workplace investigation experience.

The executive-level experience that each investigator possesses has proven valuable when serving as an outside independent investigator. Our team has regular experience working with employee groups governed by Memorandum of Understandings, city policy, administrative policy and procedure, the Police Officer and Firefighter Procedural Bill of Rights. Also, public sector managers and executives often collaborate with department heads, and our investigators have demonstrated success in the public sector arena.

Norman A. Traub & Associates Investigators have participated in depositions, civil service, and arbitration hearings. As former police officers, all investigative team members have testified in Municipal and Superior Court regarding matters they have investigated. Some investigators have testified in Federal Court. In addition, Norman A. Traub & Associates investigators have provided investigation briefings to City Council members during closed session discussions.

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- (5) *Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the contract and provide a summary of the roles and responsibilities of each party.*

As licensed investigators, the investigators meet the requirement to be classified as an Independent Contractor, according to California Assembly Bill 5 (AB5).

Since its founding over twenty years ago, Norman A. Traub & Associates has always utilized Independent Contractor Private Investigators. During the investigation, Mr. Avery's role is typically limited to working with the designated point of contact for the City to identify the Scope of Investigation, identifying the investigator who possesses the experience and is the best fit for the Scope of Investigation and collaborating with the City when providing invoices for services. Additionally, Mr. Avery is responsible for maintaining the insurance requirements and providing the City with Insurance Certificates.

Each investigator makes decisions related to the investigation. Mr. Avery does not control the work of the investigator. Furthermore, investigators evaluate the facts, develop the findings, and author the report on their own. All steps taken during the investigation are the responsibility of the investigator.

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*(6) A minimum of three (3) references should be given. Furnish the name, title, address, email and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.*

City of Pasadena  
Human Resources Director  
Jennifer Curtis  
100 N. Garfield Ave.  
Pasadena, CA 91109  
626.744.7579  
[jennifercurtis@cityofpasadena.net](mailto:jennifercurtis@cityofpasadena.net)

City of La Mesa  
Rida Freeman  
Director of Administrative Services  
8130 Allison Avenue  
La Mesa, CA 91942  
619.667.1179  
[rfreeman@cityoflamesa.us](mailto:rfreeman@cityoflamesa.us)

Liebert Cassidy Whitmore  
J. Scott Tiedemann  
Managing Partner  
6033 W. Century Blvd, 5<sup>th</sup> Floor  
Los Angeles, CA. 90045  
310.981.2000  
[stiedemann@lcwlegal.com](mailto:stiedemann@lcwlegal.com)

City of Newport Beach  
Human Resources Director  
Barbara Salvini  
100 Civic Center Drive  
Newport Beach, CA. 92660  
[bsalvini@newportbeachca.gov](mailto:bsalvini@newportbeachca.gov)  
949.644.3259



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### **b. Proposed Staffing and Organization**

*(1) Provide education, experience and applicable professional credentials of Contract staff. Include applicable professional credentials of "key" Contract staff.*

#### **T. Brock Avery Owner/Principal-California Private Investigator Qualified Manager 188615**

Mr. Avery is licensed by the California Bureau of Security and Investigative Services as a Qualified Manager. Mr. Avery is the General Manager and Owner of Norman A. Traub & Associates.

Mr. Avery honorably retired from the Ventura Police Department in 2015 as an Assistant Police Chief after a thirty-year municipal policing career. At the Ventura Police Department, Mr. Avery amassed over ten years of experience assigned to the departments Professional Standards Unit (Internal Affairs). Mr. Avery conducted and managed complex internal investigations, complaints against department employees, use of force and deadly force investigations, background investigations, workers compensation investigations, audits of department performance, employee misconduct and discipline. Mr. Avery was the department representative for outside legal counsel, Workers Compensation Appeals Board and third-party administration of workers compensation. As an Assistant Police Chief, Mr. Avery managed outside vendors who provided Internal Affairs, Background Investigation services, and Workers Compensation services to the department.

Mr. Avery completed three separate POST certified Internal Affairs courses, in addition to Police/Fire Internal Affairs training sponsored by Liebert Cassidy Whitmore.

For the last four years, Mr. Avery conducted workplace investigations throughout Southern California as a licensed private investigator with a focus on public sector personnel investigations, including providing testimony in post investigation hearings and arbitration. Furthermore, Mr. Avery provides California Peace Officer Standards and Training sponsored Team Building Training to law enforcement agencies in California.

Mr. Avery is a member of the Association of Workplace Investigators and regularly attends public sector best practices training provided by Liebert, Cassidy Whitmore, the Association for Workplace Investigators (AWI) and numerous Human Resources Annual events.

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Mr. Avery possesses a Bachelor of Science degree from California State University, Northridge, is a graduate of California Peace Officer Standards and Training Command College and Supervisor Leadership Institute. Mr. Avery completed law enforcement management and internal affairs programs from California State University, Long Beach.

Mr. Avery will be responsible for evaluating the scope of the investigation, and with the approval of the City of Fullerton, assign the work to the appropriate contract investigator. Mr. Avery maintains a case log and data base for all investigations conduct by Norman A. Traub & Associates.

- 2. Furnish brief resumes (not more than two [2] pages each) for the proposed Investigator(s) and other key personnel.*

### **Dan Bressler- California Private Investigator License 28858**

Mr. Bressler is a retired Police Executive with over forty years of public sector experience. During his Law Enforcement career, Mr. Bressler focused on administrative and support operations, leadership, professional standards, and investigations of every sort. Mr. Bressler oversaw or personally conducted scores of workplace investigations and was responsible for the introduction and implementation of the Lexipol Policy and Procedure Manual for two agencies. Mr. Bressler has received California Peace Officer Standards and Training Internal Affairs Investigation training.

Mr. Bressler possess a Juris Doctor in Law (2017) from Taft University. Mr. Bressler was awarded the William Howard Taft Award for top student. In addition, Mr. Bressler earned a Master of Public Administration from Golden Gate University, a Bachelor of Arts in Business Management from California State University, Fullerton, and an Associate Arts in Liberal Studies from Orange Coast College.

Mr. Bressler is a member of the Association of Workplace Investigators (AWI) and the Association of Security and Investigative Services (ASIS); As the Chief of Police, Mr. Bressler was a member of the California Police Chief's Association Legislative Law Committee and was an elected trustee for the California Peace Officers Association Legal Services Program.

### **Mr. John Capen-California Private Investigator License 28031**

Mr. Capen has extensive law enforcement and workplace investigation experience. During his twenty-year law enforcement career at the Riverside Police Department,

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Mr. Capen supervised several specialized investigative teams to include Homicide, Robbery, Vice, and Domestic Violence. Mr. Capen also supervised the Officer Involved Shooting (OIS) team, which was tasked with investigating all high-profile officer related criminal investigations. Additionally, Mr. Capen was assigned to the Office of the Police Chief and has extensive administrative investigation experience having conducted numerous high profile and complex internal affairs investigations.

Since retiring from law enforcement, Mr. Capen has conducted over one hundred workplace investigations throughout Southern California, involving allegations of harassment, discrimination, retaliation, theft, fraud, public corruption, and other serious workplace misconduct.

Mr. Capen is a member of the Association of Workplace Investigators, California Association of Private Investigators and the Newport Beach Police Officer Retirees Association. Mr. Capen was a member of the California Associations of Chief of Police Legislative Law Committee and was an elected trustee for the California Peace Officer Association Legal Services Program.

Mr. Capen competed the Association for Workplace Investigators Training Institute for Workplace Investigators (AWI-CI) and holds a bachelor's degree.

### **Sean Conroy- California Private Investigator Qualified Manager License 188197**

Mr. Conroy has a total of twenty-three years of Investigator experience investigating criminal, internal and civil cases and workplace investigations. Mr. Conroy was supervisor of the major crime's unit at Ventura Police Department and conducted complex investigations including homicides, gang crimes, sexual assaults and robberies.

Mr. Conroy experience was broadened at the Ventura County District Attorney office where he worked as an Investigator. As a Deputy Chief at the Ventura County District Attorney's Office of Investigation, Mr. Conroy worked many complicated internal affairs investigations, special investigations, and confidential executive background investigations.

Mr. Conroy earned a Bachelor of Arts Degree, California State University Long Beach.

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### **Frank Hauptmann-California Private Investigator License 27326**

Mr. Hauptmann has experience in all police departments' major units, from patrol officer to Chief of Police. Mr. Hauptmann personally conducted and supervised numerous workplace investigations.

Mr. Hauptmann was Police Chief at Maywood-Cudahy Police Department for the specific purpose of rebuilding a dysfunctional police department. The agency had been under investigation by local, state, and federal agencies. As a result of his efforts, the Attorney General stated that the Maywood-Cudahy Police Department would become a model "best practices" agency for its size.

Mr. Hauptmann has testified as an expert in workplace investigations and retained as an expert witness in personnel investigations. Mr. Hauptmann served on the Board of Directors for the Southern California Internal Affairs Investigator's Association for ten years.

In addition to conducting workplace investigations, Mr. Hauptmann currently serves as the Executive Director of the City of Riverside, Community Police Review Commission. He manages a nine-member panel of police commissioners and reviews all citizen complaints investigations. Mr. Hauptmann reviews investigations for clarity, thoroughness, accuracy, and fairness; and that Departmental policy and procedures for these cases are followed before presentation to the Commission.

Currently, Mr. Hauptmann is the lead instructor in a California Peace Officer Standards and Training approved Public Safety Internal Affairs course for California State University, Long Beach. Mr. Hauptmann has taught the course for 17 years. Mr. Hauptmann co-authored the 2nd Edition of the California Peace Officers Association Internal Affairs Manual.

Mr. Hauptmann possesses a Bachelor of Science Degree from Southern Illinois University, Carbondale, Illinois, and an Associate of Arts Degree from Cerritos College. Mr. Hauptmann is a Graduate of the West Point Leadership Command Program, the F.B.I. Law Enforcement Executive Development and California POST Executive Development Program.

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### **Scott Hebert- California Private Investigator License 29052**

Mr. Hebert retired honorably from the Oxnard Police Department as a Commander after 27 years of service. During his career, Mr. Hebert worked in all major functions of the Department.

As the Professional Standards Division Commander, Mr. Hebert managed the administrative investigations of alleged employee misconduct including officer involved shootings, in-custody deaths, sexual harassment, discrimination complaints, and hostile working environment.

Mr. Hebert was responsible for the review of all Department use of force incidents for almost eight years as the Special Operations and Professional Standards Commander.

In addition to Mr. Hebert's workplace investigations, his experience includes conducting, supervising and managing criminal investigations, civil liability issues and violations of Department policies. He personally conducted sensitive investigations into misconduct by supervisors and management employees and closely assisted other investigators with several high-profile cases.

Mr. Hebert was responsible for hiring and training of Department employees, investigated claims against the Department, including worker's compensation claims and auditing of Department policies and procedures.

In addition to investigations, he has experience in police tactics, use of force, homicide investigation and personnel supervision and management. Mr. Hebert is a member of the California Association of Tactical Officers, and the Association of Workplace Investigators (AWI).

Mr. Hebert possess a bachelor's degree in Law and Society from the University of California at Santa Barbara, and a master's degree in Public Administration, California State University Northridge.

### **Craig Junginger- California Private Investigator Qualified Manager License 187823**

Mr. Junginger's law enforcement experience spans 38 years and, in 2016, retired after serving eight years as the Chief of Police in Gresham, Oregon. Mr. Junginger was active in the Oregon Association of Chiefs of Police as a committee chair and

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conducted department assessments and personnel investigations. Before he was appointed Police Chief, Mr. Junginger spent 25 years at the Huntington Beach Police Department.

Mr. Junginger has experience in all the police department's major units and served as a Patrol Officer, Sergeant, Lieutenant, and Captain. As a Captain, Mr. Junginger commanded the Administrative Services Division, which included personnel, human resources, and the Professional Standards Unit. He personally investigated and/or supervised hundreds of personnel investigations. Mr. Junginger has extensive training and experience in investigating, directing, and managing complex criminal, civil and personnel investigations.

Mr. Junginger is an F.B.I National Academy Associates member, International Association Chiefs of Police, California Peace Officers Association, and Oregon Association of Chiefs of Police. Mr. Junginger is an adjunct instructor at Golden West Community College.

Mr. Junginger earned a Master of Science Degree, California State University, Long Beach, a Bachelor of Science Degree, University of La Verne, and an Associate of Arts Degree from East Los Angeles Community College. Mr. Junginger is a Graduate of the F.B.I. National Academy, California Post Command College, and the Oregon Executive Leadership Institute.

### **James Kurkoske- California Private Investigator License 188021**

Mr. Kurkoske retired as a Lieutenant from the Rialto Police Department after 27 years of service, during which he worked in a wide variety of assignments from patrol to administration. As a sergeant, he was responsible for internal and external personnel complaints and conducted complex Internal Affairs investigations. As a licensed Private Investigator, Mr. Kurkoske has conducted numerous workplace investigations for public entities throughout Southern California.

Mr. Kurkoske is a California Peace Officer Standards and Training certified and trained background investigator who has conducted background investigations for civilian volunteers, records clerks, dispatchers, police officers, firefighters, city managers, and corporate executives. Mr. Kurkoske, a member of the California Licensed Private Investigators Association and the California Background Investigators Association.

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### **Juan A Reynoso-California Private Investigator License: PI188521**

Mr. Reynoso has 34 years of law enforcement experience. He worked for two municipal police departments (Santa Barbara PD & Ventura PD) and a District Attorney's Office. He has worked various assignments as an officer, supervisor, and later as a manager during that time. Mr. Reynoso completed assignments as a Detective, Field Training Officer, Special Weapons and Tactics-Crisis Negotiator, 9-1-1 Communications Supervisor, and Sergeant in charge of the Professional Standards Unit (P.S.U.). In P.S.U., he conducted all aspects of internal affairs investigations as well as POST approved backgrounds. As a Commander, Mr. Reynoso was a Watch Commander and oversaw the 9-1-1 Communications Center.

After Ventura PD, Mr. Reynoso worked at Ventura County District Attorney's Office for almost ten years. Mr. Reynoso was promoted to Commander and was assigned to oversee the Major Fraud Unit, where he oversaw all aspects of fraud; Government, Worker's Comp, Auto Insurance, Consumer, Environmental, and Real Estate Fraud. As a Commander, Mr. Reynoso led the Administrative Unit. As the manager, he conducted and provided oversight of all aspects of special investigations, internal affairs investigations, and background investigations for every paid and volunteer position at the Ventura County District Attorney's Office to include attorneys, investigators, clerical staff, and victim advocates.

Mr. Reynoso has a bachelor's degree from the University of California, Santa Barbara, and a Master's in Business and Organizational Management (M.B.O.M.) from the University of La Verne. He is a graduate of the California Commission of Peace Officer Standard and Training (P.O.S.T.) Supervisor Leadership Institute (SLI). Mr. Reynoso completed P.O.S.T. Management and Internal Affairs training programs and is a P.O.S.T. certified Background Investigator.

Mr. Reynoso is a Certified Spanish translator; able to fluently speak, read, write in the Spanish language. He has several professional affiliations, including the California Association of Licensed Investigators (C.A.L.I.), National Latino Peace Officers Association of Ventura County (N.L.P.O.A.V.C.), Southern California Background Investigators Association (S.C.B.I.A.), and the California Narcotics Officers Association (C.N.O.A.).

## **NORMAN A. TRAUB & ASSOCIATES<sub>LLC</sub>**

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website: [www.normtraubassociates.com](http://www.normtraubassociates.com)  
Email: [ba.normtraub@gmail.com](mailto:ba.normtraub@gmail.com)

### **Chuck Thomas- California Private Investigator License 27653**

Mr. Thomas retired from the Huntington Beach Police Department in January 2012 after 31 years of law enforcement experience. Mr. Thomas had experience in commanding all major divisions of the Police Department and served as a Patrol Officer, Detective, Sergeant, Lieutenant and Captain. As Captain for nearly 10 years, he commanded the Investigation, Uniform, Administrative Services and Administration Divisions. As Administration Division Commander, his responsibilities included the management of the Professional Standards Unit (Internal Affairs). Mr. Thomas personally investigated and/or supervised hundreds of personnel investigations.

Mr. Thomas served as the City of Huntington Beach Acting Deputy City Administrator for one year, where part of his responsibilities was the management of the Human Resources Department.

In 2016, Mr. Thomas served for nine months as the Interim Administrative Services Division Manager for the Huntington Beach, California, Police Department. In 2014, Mr. Thomas was the Interim Deputy Chief of Police for the Westminster, California, Police Department, where he led the efforts to refine the Department's administrative practices and procedures.

Mr. Thomas has expertise in personnel management and leadership and ethics training. At a Southern California community college, he assisted in the development of a research and resource institute for leadership and ethics that is designed for public and private agencies. He is a member of the FBI National Academy Associates and the California Peace Officers' Association. He previously taught Managing Internal Affairs Issues for the POST Management Course.

Mr. Thomas is a graduate of Redlands University with a Bachelor of Arts Degree in Management, the FBI National Academy, California Peace Officer Standards and Training Command College, the International Association Chief of Police "Leadership in Police Organizations," Josephson Institute of Ethics' "Ethics and Law Enforcement and Police Administration."

### **George Vanecek- California Private Investigator License 26161**

Mr. Vanecek retired as Lieutenant for the Los Angeles County Sheriff's Department after more than 30 years of service. In his last assignment, he was responsible for all administrative investigations for three major custodial facilities. Before changing careers to Law Enforcement, Mr. Vanecek was a Firefighter for the Ventura County



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Fire Department. Mr. Vanecek worked as a Special Investigator II for the Los Angeles City Fire Department Professional Standards Division.

Mr. Vanecek spent over 15 years in Detective Division. For three years he was responsible for budget and personnel issues of the Detective Division Administration. Mr. Vanecek supervised and actively worked cases with five detective teams in the Major Crimes Bureau and the Special Investigations Unit, including Intelligence. Collaterally, he was assigned management analysis/reporting functions and chaired numerous Division-wide commissions.

Mr. Vanecek investigated allegations/suspicion of criminal conduct by Sheriff's Department personnel and spent five years conducting those investigations on the federal and state level. Mr. Vanecek served as Public Safety Director for a Sheriff's Contract City for 4 years.

Mr. Vanecek is recognized as an expert in the area of policies, procedures, and investigative protocols, and was a facilitator for LA County Sheriff's Department Leadership Institute. Mr. Vanecek lectured on police ethics.

### **ATTORNEY INVESTIGATORS**

#### **KRISTINE J. EXTON, ESQ**

ATTORNEY AT LAW, CALIFORNIA STATE BAR NO.160339

### **PROFESSIONAL EXPERIENCE**

Ms. Exton offers over twenty years of investigative experience gained through her work as a litigation attorney. In her years as a litigator, Ms. Exton represented cities and school districts in both state and federal courts, specializing in the areas of due process, civil rights, discrimination and harassment. Ms. Exton has conducted jury and bench trials as well as administrative hearings and managed hundreds of lawsuits from their initiation through completion. Rounding out her experience, Kristine has handled several writ actions and appeals, and argued before the California Court of Appeals. Additionally, Ms. Exton acted as an arbitrator and mediator for the Los Angeles Superior Court for the Central, East and South Districts, and submitted Amicus Curie briefs on behalf of BMW North America.

### **EDUCATION**

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- Dual Bachelor's Degree, Claremont McKenna College
- Juris Doctor Degree, Western State University

### **ADMISSIONS**

Ms. Exton is admitted to practice law in California State Courts, the United States District Court in the Central and East Districts, the 9th Circuit Court of Appeal as well as the United States Supreme Court.

### **ORGANIZATIONS**

California Bar Association - Litigation Section & Labor and Employment Section,  
Orange County Bar Association, Association for Conflict Resolution, Association of  
Workplace Investigators.

### **Angel Ho ESQ.**

ATTORNEY AT LAW, WORKPLACE INVESTIGATOR AND HR CONSULTANT  
CALIFORNIA STATE BAR NO. 251244

Ms. Ho is an experienced workplace investigator who has conducted 100+ investigations for public and private sector entities, involving claims of discrimination, harassment, retaliation, ADA violations, fraud, whistleblowing, and other misconduct. Significant experience conducting investigations governed by PBOR/FBOR.

### **WORK EXPERIENCE**

#### **Employee Relations Manager City of Anaheim**

01/2019 – 4/2020

Scope of Responsibility: Manage all services and activities of the Employee Relations Division, including but not limited to EEO and other workplace investigations, ADA compliance, City leaves program, discipline and employee relations, labor relations, and classification & compensation. Plan, direct, coordinate, and review the work plan of the Employee Relations Division, which include a staff of six employees. Ensure agency compliance with various state and federal workplace laws including FEHA, ADA, Title VII, FLSA, FMLA/CFRA, etc.

EEO and Misconduct Investigations: Provide general oversight for the completion of all EEO complaints and other misconduct investigations, as well as those governed by

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FBOR/PBOR, to ensure they are completed in a neutral, timely, and thorough manner. Conduct investigations of highly sensitive matters. Review and evaluate the results of various EEO complaints and investigations; develop and approve recommendations for resolution of complaints and allegations.

Training: Provide City-wide trainings on a wide variety of employee relations issues, including harassment and discrimination based on protected characteristics, labor and employee relations topics, ADA accommodations, new employee orientation, etc.

Discipline: Manage and supervise the handling of all employee disciplinary matters, including preparing disciplinary documents, grievance responses, and settlement agreements. Advise as to the appropriate position for the City to take during the steps of the grievance procedure.

ADA Accommodation and Leaves Program: Provide general oversight over City's accommodation and leaves programs; conduct interactive process meetings for employees with disabilities in highly sensitive cases.

Classification and Compensation: Oversee the preparation and development of classification and compensation studies, job audits and special projects. Provide policy direction and guidance.

Labor Relations: Conduct labor negotiations, including consulting with management staff to develop the City's position concerning union and/or management proposals; oversee implementation of all agreement provisions.

### **EEO/ADA Administrator City of Anaheim**

10/2017 – 01/2019 Achievements/Tasks

Scope of Responsibility: Directly manage and oversee the City's EEO, ADA and leaves programs. Direct, coordinate and review the work of one (1) human resources analyst in administering the City's leaves program. Recommend and implement changes to ensure compliance with various state and federal workplace laws including FEHA, ADA, Title VII, FLSA, FMLA/CFRA, etc.

EEO and Misconduct Investigations: Conduct EEO and other misconduct investigations, as well as those governed by FBOR/PBOR, to ensure they are completed in a neutral, timely, and thorough manner. Prepare position statements to DFEH/EEOC charges of discrimination, harassment, and/or retaliation, and monitor disposition of all cases regarding the same.

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ADA Accommodation and Leaves Program: Directly manage and oversee the agency's accommodation and leaves programs. Conducted dozens of interactive process meetings for employees disabled due to industrial and/or non-industrial injuries.

Training: Provide City-wide trainings on a wide variety of employee relations issues, including harassment and discrimination based on protected characteristics, labor and employee relations topics, ADA accommodations, new employee orientation, etc.

### **Principal Human Resources Analyst (Employee Relations) City of Pasadena**

11/2015 – 10/2017 Achievements/Tasks

Scope of Responsibility: Primary responsibility is to conduct and supervise completion of EEO and other misconduct investigations handled by the Human Resources Department to ensure they are completed in a neutral, timely, and thorough manner. These include investigations of any violations of City policies, those governed by FBOR/PBOR, and which include EEO/FEHA/Title VII/ADA, fraud, whistleblower and other misconduct concerns. Conducted investigations of more complex or highly sensitive cases. Supervise preparation of position statements to DFEH/EEOC charges of discrimination, harassment, and/or retaliation, and monitor disposition of all cases regarding the same. Direct, coordinate and review the work of three Senior Human Resources Analysts in the employee relations section.

ADA Accommodation Program: Supervise agency's accommodations program. Conduct interactive process meetings for employees with disabilities.

Discipline: Manage and supervise the handling of all employee disciplinary matters, including preparing disciplinary documents, grievances responses, and settlement agreements. Facilitate and participate in pre-disciplinary meetings and grievance hearings. Provide assistance to City Attorney's Office in preparation of cases for arbitration. Ensure consistency and conformance in interpretation and application of performance management principles and practices, application of progressive discipline policy, etc.

Training: Provide City-wide trainings on a wide variety of employee relations issues, including harassment and discrimination based on protected characteristics, interpretation of City policies, performance management, etc.

### **Management Analyst III (Employee Relations) City of Pasadena**

09/2013 – 11/2015 Achievements/Tasks

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**Scope of Responsibility:** Primary responsibility is to conduct administrative investigations and to ensure they are completed in a neutral, timely, and thorough manner. These include investigations of any violations of City policies, those governed by FBOR/PBOR, and which include EEO/FEHA/Title VII/ADA, fraud, whistleblower and other misconduct concerns. Prepare position statements to DFEH/EEOC charges of discrimination, harassment, and/or retaliation.

**ADA Accommodation Program:** Conduct and participate in interactive process meetings for employees with disabilities.

**Training:** Conduct trainings for City employees regarding employee relations matters such as harassment and discrimination based on protected characteristics, interpretation of City policies, performance management, etc.

**Associate (Employment Litigation)** Ogletree, Deakins, Nash, Smoak & Stewart, P.C. (named "Law Firm of the Year" in Litigation – Labor & Employment for 2012 and 2013 by U.S. News and World Report)

09/2011 – 09/2013

### **Achievements/Tasks**

**Scope of Responsibility:** Significant responsibility managing all phases of pre-trial employment litigation on a variety of issues, including discrimination, harassment, retaliation and wrongful termination claims, wage-and-hour issues, including class and representative actions, claims for overtime compensation, meal and rest period penalties, and Section 17200 unfair competition claims.

**Investigations:** Conduct and manage investigation of the allegations made in the cases, including interviewing witnesses and reviewing relevant documents. Prepare position statements to DFEH/EEOC charges of discrimination, harassment, and/or retaliation for clients.

**Training:** Produce trainings for Human Resources professionals on current hot topics in employment law.

**Associate** Jones Day

10/2007 – 09/2011 Achievements/Tasks

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Broad-based pre-trial and trial experience, including in areas of labor and employment, general civil, antitrust, intellectual property, etc. Conduct investigation of the allegations made in cases, including interviewing witnesses and reviewing relevant documents.

### **ORGANIZATIONS**

California State Bar Member (11/2007 – Present)

### **EDUCATION**

#### **Juris Doctor**

New York University School of Law

08/2004 – 05/2007

#### **Bachelor of Art in Psychology**

University of California, Los Angeles (UCLA)

### **BETTY KELEPECZ**

ATTORNEY AT LAW, CALIFORNIA STATE BAR NO. 150602  
CALIFORNIA PRIVATE INVESTIGATOR LICENSE: P27814

Ms. Kelepecz is a licensed California attorney, a California licensed private investigator and a senior investigator for Norman A. Traub Associates.

Ms. Kelepecz retired as a Commander in the Los Angeles Police Department (LAPD). After retiring she served as the Chief of Police of the San Diego Harbor Police Department. Her vast experience includes: President of a public safety consulting firm; Lab Director of a private forensic DNA lab; and Senior Vice President of a company offering data sharing solutions for government agencies. As a LAPD Police Commander, she was in charge of Risk-Management, and was also the commander of Personnel Group which oversaw the Human Resources of over 13,000 employees. During her career as a law enforcement executive, she was given the responsibility to lead most of the operational, administrative, and support functions of the police department. She was a member of the Workplace Violence and Threat Assessment Response Team and was responsible for the investigation of and response to all civil litigation that arose out of the Department. As the commander of Risk

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Management Group, she was also responsible for all the policy review and adjudications of Department uses of force, pursuits, and on-duty traffic collisions as well as the Risk Management Advisory Committee and process, litigation discovery and the "Pitchess Motion" unit. Her LAPD career includes assignments in patrol, detectives, traffic, internal affairs investigations and background investigations.

With the combination of field experience, investigation skills, scientific background, leadership and management and legal skills as an attorney, she is an excellent investigator in the field of allegations of employee/employer misconduct.

### *EDUCATION*

- Juris Doctor Degree, Southwestern Law School
- Bachelor of Science, University of Southern California (Biology)
- Association of Workplace Investigators National Training Institute for Workplace Investigators, the FBI National Academy, FBI Law Enforcement Executive Development Seminar, PERF Senior Management Institute for Police and the FBI Instructor Development Course
- Numerous courses in Investigation; Management; Leadership

### *SELECTED ORGANIZATIONS, AWARDS AND RECOGNITION*

- Association of Workplace Investigators (AWI)
- California Bar Association
- International Association of Chiefs of Police (IACP)
- Police Executive Research Forum (PERF)
- FBI National Academy Associates (FBINAA)
- Past President, National Association of Women Law Enforcement Executives (NAWLEE)
- Recipient, NAWLEE Woman Law Enforcement Executive of the Year
- Recipient, PERF Gary P. Hayes Award for law enforcement leadership
- First Woman to be promoted to the position of Commander in the 126-year history of the Los Angeles Police Department

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**JEFF ROBINSON, ESQ.**

ATTORNEY AT LAW, CALIFORNIA STATE BAR NO. 318061

### **Government Experience (32 years),**

Mr. Robinson is a licensed California attorney and a retired law enforcement manager. At the Ventura County District Attorney's Bureau of Investigation where he served for 17 years, he retired as the manager of the Economic Crimes Unit (fraud). There, he supervised several teams investigating a variety of matters such as major fraud, workers compensation fraud, insurance fraud, government assistance fraud, and consumer fraud. While working his way up the ranks, he served as an investigator in all the major crimes-against-persons units including homicide and sexual assault.

Mr. Robinson also has experience performing Internal Administrative investigations and Peace Officer involved shooting investigations, as well as employee embezzlement from both public and private organizations. Mr. Robinson received training regarding the investigation of money laundering and has used that knowledge in a number of fraud investigations. Mr. Robinson has worked closely with State and Federal agencies including the FBI, NCIS, ATF, and California Department of Justice Firearms Division.

As an attorney, Mr. Robinson was a prosecutor for the Fresno County District Attorney's Office with assignments in the Misdemeanor Team, Juvenile Team, and the Felony Trial Team. He conducted Preliminary Hearings, law and motion proceedings, and jury trials. His cases covered a variety of criminal activities including work-place violence and threats of mass shootings against private and public entities.

### **EDUCATION**

- Juris Doctor,
  - San Joaquin College of Law, Clovis (Fresno) CA
- Master of Science, Emergency Services Administration,
  - California State University, Long Beach, CA.
- Bachelor of Arts, Psychology,
  - Simpson University, Redding, CA.

### **PEACE OFFICER STANDARDS AND TRAINING EDUCATION**

Courses include; supervisor school, management school, the Leadership Development Course, Behavioral Analysis Training, Forensic Statement Analysis, Sexual Assault Investigation.



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### **PUBLICATIONS**

*Hidden Dangers of Stress* (For first responders.), PORAC News, August 2009.  
(Condensed version of final research paper for graduate program at CSULB.)

### **MILITARY VETERAN**

U.S. Army, Airborne Infantry (Paratroopers), Sergeant.

### **JAY SHERMAN, ESQ.**

ATTORNEY AT LAW, CALIFORNIA STATE BAR NO. 78130

### **PROFESSIONAL EXPERIENCE**

Mr. Sherman has been practicing law for over 25 years. He has been conducting workplace investigations since 1997 when he worked in-house for Kinko's, Inc. as Employee Relations Manager. Subsequently, Mr. Sherman became Vice President of Human Resources for LifeCare Assurance Company where he headed its HR Department for over 12 years.

Since 2014 Mr. Sherman has been conducting workplace investigations for numerous clients in both the public and private sectors. His cases have involved a variety of allegations, ranging from sexual harassment to workplace violence to racial discrimination. He has also investigated a number of cases involving high-level executives who were accused of misconduct.

### **EDUCATION**

- University of Phoenix Master's Degree, Organizational Management
- Loyola Law School, Loyola Marymount University, Juris Doctor
- California State University, Long Beach B.A., cum laude, Sociology
- Completed EEO Training for New Investigators presented by the U.S. Equal Employment Opportunities Commission

### **PUBLICATIONS**

- A. "Five Steps to Getting Truthful Information from Witnesses," Citations (Ventura County Bar Association Journal), July 2016
- B. "Getting Witnesses to Reveal All They Know," AWI Journal, January 2016

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### **PRESENTATIONS**

- “Workplace Harassment: Guarding Against Unfair Treatment,” Santa Barbara Paralegal Association Annual Conference, September 2017
- “Investigating and Addressing Employee Complaints,” Western Ventura County Employer Advisory Council, September 2017
- “Reaching Decisions in Sexual Harassment Investigations,” Santa Barbara County Bar Association, October 2016
- “Investigating and Addressing Employee Complaints,” Santa Barbara Employer Advisory Council, September 2016
- “Using Deep Listening Skills to Improve Credibility Assessment,” AWI Annual Conference, October 2015

### **RELATED EXPERIENCE**

Mr. Sherman has taught Employment Law in the HR Certificate Program at the University of California, Santa Barbara Extension. He has also presented workplace investigation programs to the Channel Islands Public Management Association for Human Resources (CIPMA-HR) and the Ventura and Santa Barbara Employer Assistance Council.

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*(3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, and proposed position for this Contract, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.*

Investigator                      Location                      Position      Availability      Tenure(years)

Brock Avery	Thousand Oaks	General Manager	As needed	5
Dan Bressler	Corona	Investigator	Anytime	4
John Capen	Orange	Investigator	Anytime	5
Sean Conroy	Westlake Village	Investigator	Anytime	2
Kris Exton	Fountain Valley	Attorney	Anytime	7
Frank Hauptmann	Riverside	Investigator	Anytime	15
Scott Hebert	San Fernando Valley	Investigator	Anytime	4
Angel Ho	Walnut	Attorney	Anytime	1
Craig Junginger	Huntington Beach	Investigator	Anytime	4
Betty Kelepecz	San Diego	Attorney	Anytime*	18
James Kurkoske	Riverside	Investigator	Anytime	7
Juan Reynoso	Oxnard	Investigator	As needed	1
Jeff Robinson	Ventura County	Attorney	Anytime	1
Jay Sherman	Ventura County	Attorney	As needed	3
Chuck Thomas	Huntington Beach	Investigator	Anytime	12
George Vanecek	Riverside	Background Invest. Mgr. Investigator	As needed	16

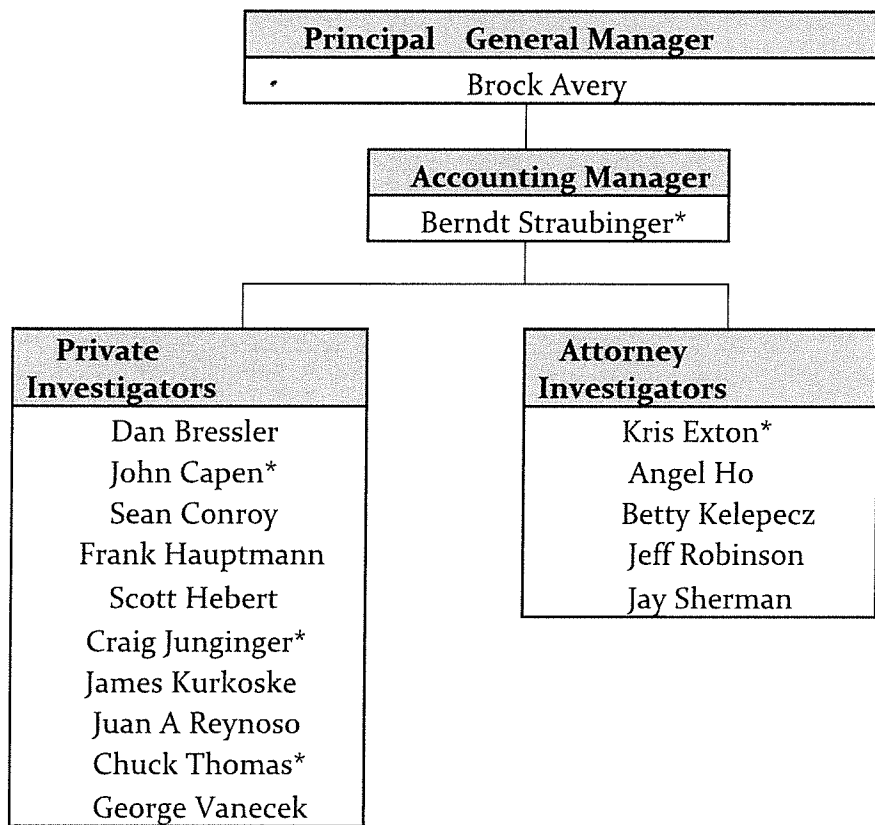
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(4) Include an organization chart that clearly delineates communication/reporting relationships among the staff, including any sub consultants.



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Workplace Investigators



\*Based in Orange County

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*(4) Include a statement that key personnel 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.*

Mr. Avery will remain as the "key" person for Norman A. Traub & Associates for the duration of the contract. Mr. Avery will comply with the requirement to obtain written concurrence from the City of Fullerton if a change to the "key" person should occur.

### **c. Detailed Work Plan**

The investigative team recognizes the impacts of an internal affairs investigation on employee relations. Our investigators know that building rapport, remaining impartial, maintaining a professional demeanor, maintaining objectivity, and possessing competence can reduce, even eliminate the negative overtones associated with an internal investigation. Our investigators do not make assumptions about whether the subject of the investigation, an interviewee, or person reporting the matter is right or not. The Investigator's job is not to take sides but to objectively find out what happened.

Norman A. Traub & Associates Sub-Contractors have served as independent investigators for various public entities throughout California involving claims of harassment, discrimination, retaliation, and other forms of employee misconduct. Norman A. Traub & Associates is currently conducting a personnel investigation at the time of this offering.

*(1) Describe the proposed approach and work plan for completing the services specified in the Scope of Services. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Offeror's ability to accomplish the City's objectives.*

Norman A. Traub & Associates work plan for investigations is consistent with the expectations identified in the "Scope of Services" in the RFQ.

Mr. Avery will be primarily responsible for evaluating the scope of the investigation, and with the approval of the City of Fullerton, assign the work to the appropriate Investigator. One Investigator is typically designated as the case agent for investigations.

Without limitation, Norman A. Traub & Associates investigators shall:

Comply with all federal, state, and local laws, statutes, ordinances, labor agreements and MOU's, rules and regulations in conducting all investigations;

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1. Travel to locations throughout Fullerton, or other locations as needed, to conduct investigations;
2. Participate in administrative hearings, trials, or other official proceedings that result from the investigation(s).

All work under this scope of services will be provided confidentially. The Investigator will only communicate with designated representatives within the City of Fullerton regarding the investigation's nature and content, information and evidence collected, investigative findings, and investigative work products. No one from Norman A. Traub & Associates will comment to the news media or any third-party regarding investigations at the City of Fullerton.

Norman A. Traub & Associates investigators allow anyone interviewed to have a representative present during the interview. Additionally, members of the investigative team have conducted hundreds of interviews. As a result, our investigators are skilled in managing employee representatives, even representatives that are adversarial.

Norman A. Traub & Associates prefer to conduct interviews in person. Our practice is to conduct interviews related to an investigation at a City facility. Our team is flexible and recognizes the need to complete interviews via video conference. All of the investigators have experience utilizing various platforms for video conferencing. All interviews are audio-recorded, transcribed, and included in the final report.

During the investigation, the investigative team will extend the Peace Officer Bill of Right (POBAR) or Firefighter Bill of Rights (FBOR) to all City of Fullerton Public Safety employees. All investigators have extensive experience in the Safety Officer procedure bill of rights. Frankly, any employee, private or public sector, who participates in an Administrative investigation should be treated with courtesy and respect consistent with the requirements of the Peace and Firefighters Procedural Bill of Rights.

Investigations vary in the level of complexity and the length of time they take to complete. However, they all have one thing in common; the need to be carried out promptly. Careful consideration to the caseload for each investigator is monitored to ensure timely completion of an investigation is achieved. Norman A. Traub & Associates maintains open lines of communication with all of our clients to discuss concerns about the pace of an investigation.

Our clients can validate that Norman A. Traub & Associates investigators make initial contact with the entity representative within one day of the case being assigned. Investigators maintain open lines of communication with the point of contact during the

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website: [www.normtraubassociates.com](http://www.normtraubassociates.com)  
Email: [ba.normtraub@gmail.com](mailto:ba.normtraub@gmail.com)

investigation. As a result, we rarely fail to meet a deadline. If a deadline is not achievable, the news of the delay is not a surprise.

In our experience, failing to meet a deadline is the exception and not the rule. Furthermore, we have found that most, if not all, delays result from reluctant witnesses or the investigation subject delaying an interview or failing to provide evidence to support their statements. Our investigations will obtain the time necessary to complete a thorough investigation. Our team will not compromise the quality of an investigation by completing it quickly or provide findings prematurely.

Our typical work plan would require the City of Fullerton assistance with the following tasks:

- Securing a location for interviews with the parties involved in the investigation. The area needs to be private and discreet to maintain confidentiality, quiet and not exposed to outside noise that impacts the quality of the audio recording, climate-controlled (heat and air-conditioned), comfortable seating, and accessible access restroom facilities.
- Providing written notice to all parties involved in interviews. Norman A. Traub & Associates has provided clients with examples of written notice and can assist the City of Fullerton staff if needed.
- Scheduling interviews with employees participating in interviews.

Norman A. Traub & Associates is uniquely positioned to exceed the investigation requirements for the City of Fullerton. Norman A. Traub & Associates investigators include attorneys with extensive public entity work experience. Having access to a licensed attorney provides the City of Fullerton the ability, if necessary, to designate an Attorney investigator to a case to enact the attorney-client privilege.

All of the investigators who will provide investigative services are keenly aware of the fiduciary responsibility required by managers and executives. All of the investigators have years of public sector budget, contract management, and outside vendor experience management. Part of that experience is explaining the cost of administrative investigations, and we understand the process.

Each Investigator is a professional investigator and experienced subject matter expert. Several investigators teach internal affairs to public safety professionals. As former public entity supervisors, managers and executives, all the investigators have been on the receiving end of a completed internal affairs investigation and had the responsibility to approve the final product. Norman A. Traub & Associates has the knowledge and

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experience in local and state public safety operations. This experience can only come from having been part and a participant in the local government arena.

At the conclusion of the investigation, the Investigator will make one of the following findings(s) for each allegation identified in the "Scope of Investigation":

Unfounded - The investigation clearly established that the allegation(s) is not true.

Exonerated - The investigation clearly established that the conduct occurred but did not violate agency policies.

Not Sustained - There is insufficient evidence to determine whether the alleged misconduct occurred.

Sustained -The alleged conduct occurred.

The findings are limited to the "Scope of Investigation." The investigators shall not reach any legal conclusions or speculate regarding the legal significance of any claim or defense or make recommendations for discipline.

The investigators shall submit a comprehensive written report to the City representative. The report will provide;

1. An executive summary of the findings and/or employee conduct being investigated;
2. The methodology utilized in conducting and the actions taken in furtherance of the investigation; including a discussion of the evidence obtained;
3. List and discuss individuals interviewed and provide a credibility assessment;
4. Compile and analyze investigatory facts and evaluate their significance in light of the City policies and the department's standard operating procedures (SOPs);
5. Thoroughly and completely discuss investigation findings;
6. Provide supporting documentation such as transcriptions of recorded interviews, interview recordings, and any other substantiating evidentiary material that supports investigator conclusions. Investigators will retain copies of the files associated with all investigations for five years.



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### INVESTIGATION FEES

- Attorney Investigator services: \$220.00 per hour, plus expenses.
  - Investigator services provided by Betty Kelepecz Esq. are \$310.00 per hour
- Investigator services: \$160.00 per hour, plus expenses.
- Post investigation hearings, trials, depositions, etc. subpoenaed or requested in writing by the client or if subpoenaed by any party to the investigation, the compensated shall be at \$250.00 per hour, four hours minimum plus expenses. When the investigator is placed in an On-Call status, the fee is \$130.00 per hour, four-hour minimum.
- Executive background investigations: \$3,000.00 plus expenses.
- Entry-level Police background investigations: \$1,700.00 plus expenses.
- Entry-level background investigations for non-safety personnel: \$1,500.00, plus expenses.
- Surveillances: \$100.00 per hour, plus expenses.

Documented expenses include mileage (IRS rate), Portal to Portal travel time, postage, copy services and transcriptions services (Approx. \$45.00 an hour), auto rental and lodging. Out of area travel requiring lodging, airfare etc. will be approved in advance by and all travel expense will comply with City policy and guidelines.

Our recent experience reveals evidence from computer and cell phones is common. Furthermore, computer and cell phone forensics are expensive. Cost estimates for digital forensics can vary greatly. Norman A. Traub investigators will obtain authorization prior to securing forensic analysis, or any other unexpected expense.

\* Pricing Structure will remain unchanged through 12-30-2021.

## Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

<b>Project city/agency/other:</b>	
<b>Contact name:</b>	<b>Phone:</b>
<b>Project award date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>1) Status of contract:</b>	
Norman A. Traub & Associates has not had a contract end in termination, settlement or in legal action.	
<b>2) Identify claims/litigation or settlements associated with the contract:</b>	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature T. Brock Avery Date 11-11-20  
 Name: T. Brock Avery  
 Title: Principal/General Manager

**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:

Exemption from the submittal of the Status of Past and Present contracts form.  
Norman A Traub & Associates has over 300 former clients. Providing information for all clients  
is not reasonable. Our firm has not had a contract terminated for cause. In addition,  
Norman A. Traub & Associates has not been the party of a legal action.

PROPOSING FIRM: Norman A. Traub & Associates DATE: 11-10-20

BUSINESS ADDRESS : 2625 Townsgate Rd. Suite 330, Westlake Village, CA. 91361

SIGNATURE OF REPRESENTATIVE: *T. Brock Avery* "Sole Owner"

BY: T. Brock Avery TITLE: Principal/General Manager

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:

_____	_____
_____	_____
_____	_____
_____	_____

**NON-COLLUSION AFFIDAVIT**

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

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

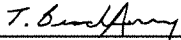
County of Ventura  
(the County of the place of business)

T. Brock Avery, being first duly sworn, deposes and  
(name of the person signing this form)

says that he/she is Principal and General Manager of  
(title of the person signing this form)

Norman A. Traub & Associates, 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:   
(signature)

Printed Name: T. Brock Avery  
(name of the person signing this form)

Title: Principal/General Manager  
(title of the person signing this form)

**EXHIBIT B**  
**ADDITIONAL SERVICES**

**EXHIBIT C**  
**CERTIFICATES OF INSURANCE**

**EXHIBIT D**

**W-9 FORM**