

# PROFESSIONAL CONSULTANT SERVICES AGREEMENT

NORMAN A. TRAUB & ASSOCIATES, LLC

As-Needed External Investigative Services (RFP No. 2386)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and NORMAN A. TRAUB & ASSOCIATES, LLC, a California limited liability company (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with As-Needed External Investigative Services (RFP No. 2386) (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 30, 2028, unless otherwise terminated pursuant to the provisions herein.

2.1 **Option to Extend.** The City shall have the option to extend the Agreement for up to two (2) additional one (1)-year terms, not to exceed a total term of five (5) years. Any such extension shall be contingent upon acceptable performance by the Consultant, reasonable fees, and shall be subject to the same terms and conditions set forth in this Agreement.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Two Hundred Thousand Dollars (\$200,000.00) annually, not to exceed Three Hundred Thousand Dollars (\$300,000.00) for the initial three (3)-year contract term, and not to exceed Six Hundred Thousand Dollars (\$600,000.00) if the option terms are exercised, payable in accordance with the terms set forth in Exhibit “B.” Pricing shall remain firm for the initial term of the Agreement. In the event the City exercises its option to renew for additional term(s), the City and Consultant may negotiate modifications to the pricing. Any increase in pricing shall not exceed three percent (3%) annually and shall be based on the Consumer Price Index (CPI) for the Riverside Area, as published by the U.S. Bureau of Labor Statistics. Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

City of Riverside  
Human Resources Department  
Attn: Adriana Parga  
3900 Main Street  
Riverside, CA 92522

To Consultant

Norman A. Traub & Associates, LLC  
Attn: Brock Avery  
2526 Townsgate Road, Suite 330  
Westlake Village, CA 91361

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work

performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional

negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.3 Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

**11.4 Defense Obligation For Other Than Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

## 12. Insurance.

12.1 **General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may

concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

**12.4 Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

**12.5 Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

**13. Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

**14. Time of Essence.** Time is of the essence for each and every provision of this Agreement.

**15. City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

**16. Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

**17. Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.



24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical

condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services

Exhibit “B” - Compensation

Exhibit “C” - Key Personnel

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

NORMAN A. TRAUB & ASSOCIATES, LLC,  
a California limited liability company

By: \_\_\_\_\_  
City Manager

By: Brock Avery  
Print Name: Brock Avery  
Title: President

Attest: \_\_\_\_\_  
City Clerk

**and**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Certified as to Availability of Funds:

By: William  
Chief Financial Officer

Approved as to Form:

By: Jack Liu  
Assistant City Attorney

**EXHIBIT “A”**

**SCOPE OF SERVICES**

## **EXHIBIT A**

### **Scope of Services**

The selected Company will be expected to conduct a full investigation, which may include but is not limited to:

1. Personal meeting with the assigning authority to determine the scope of investigation.
2. Initial review of the complaint and complaint form, if applicable.
3. Provide a written estimate of costs associated with the investigation, if requested.
4. Review of any supporting documents.
5. Review of potential applicable policies and/or procedures.
6. In depth recorded interview of the complainant / reporting party.
7. In depth recorded interview of all witnesses.
8. In depth recorded interview of all subject employee(s).
9. Review and correction of interview transcripts.
10. Comprehensive / detailed written investigative report that follows the City of Riverside Administrative Investigation report format.
11. Follow-up meeting(s) with management, as requested.
12. Preparation and testimony at administrative and/or criminal hearings, if needed.
13. Provide a thorough analysis of all findings.

The awarded Company will be required to conduct an investigation from the time the formal complaint is filed through completion of the investigation, which will include preparation of the report of findings and its submittal to designated City Officials.

The awarded Company will also be required to be available for testifying and attending any administrative/judicial proceedings related to the assigned investigation.

**EXHIBIT “B”**  
**COMPENSATION**

## **EXHIBIT "B"**

### **COMPENSATION**

The breakdown for costs includes the following:

- Investigator services: \$220.00 per hour, plus expenses.
- Attorney Investigator services \$320.00 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 compensation 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, a four-hour minimum.
- Surveillances: \$100.00 per hour, plus expenses.

Documented expenses include mileage (IRS rate), Portal to Portal travel per, postage, copy services .20 per page, transcriptions services (Approximately \$75.00 an hour for normal turnaround and \$180 per hour for rush processing), auto rental, and lodging. Out-of-area travel requiring lodging, airfare, and travel expenses will be approved in advance, and all travel expenses will comply with City policy and guidelines.

Our recent experience reveals evidence that computers and cell phones are common. Furthermore, computer and cell phone forensics is expensive. Cost estimates for digital forensics can vary greatly. NATA investigators will obtain authorization before securing forensic analysis or any other unexpected expense.

All expenses will be invoiced at direct cost with no mark-up. Invoices will include supporting document(s) reflecting the cost.



**EXHIBIT “C”**

**KEY PERSONNEL**

## **Section C. Company Information**

Brock Avery  
Principal/General Manager  
Norman A. Traub & Associates  
Limited Liability Company  
2526 Townsgate Road Suite 330  
Westlake Village, CA. 91361  
(714) 693-3428 or (805) 207-9216  
[bavery@traub.associates](mailto:bavery@traub.associates)

NATA is free from litigation, mediation, or arbitration concerning the performance of any services provided by the Company. Likewise, no claims or disciplinary actions have been directed at the Company or its key personnel. NATA is financially solvent.

## **Section D. Company Personnel**

### **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 career in municipal policing. At the Ventura Police Department, Mr. Avery accumulated over ten years of experience with the department's Professional Standards Unit. He 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 served as the department's representative for outside legal counsel, Workers' Compensation Appeals Board, and third-party administration of workers' compensation. As an Assistant Police Chief, he oversaw outside vendors providing Internal Affairs, Background Investigation services, and Workers' Compensation services to the department.

Mr. Avery completed three separate POST-certified Internal Affairs courses and Police/Fire and regularly attends Internal Affairs training sponsored by Liebert Cassidy Whitmore.

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.

### **Gary McCaskill- Quality Assurance Manager**

After a distinguished career in law enforcement spanning over four decades, Mr. McCaskill has been the Quality Assurance Manager at NATA since 2022. He retired as an Assistant Police Chief at the Ventura Police Department in 2003. As assistant Chief, he oversaw Professional Standards, including internal investigations, complaints against department employees, use-of-force and deadly force investigations, background investigations, and employee discipline.

Following his service at the Ventura Police Department, Mr. McCaskill continued his work in law enforcement with the Los Angeles Police Department Office of Inspector General (OIG), where he quickly rose to the position of Assistant Inspector General. In this role, Mr. McCaskill reviewed written investigations of LAPD internal categorical use of force investigations, ensuring the quality of the department's investigation and the performance of the officers involved. He also attended LAPD Police Commission closed-session briefings, where each case was adjudicated.

As Assistant Inspector General, Mr. McCaskill maintained constant contact with internal department officials responsible for reviewing use-of-force investigations and was present at the LAPD's Use of Force Review Board, a panel convened to review each case and formulate recommendations to the Chief of Police. Additionally, Mr. McCaskill provided oversight with regard to internal investigations as well as monitoring LAPD performance standards. Mr. McCaskill retired as Assistant Inspector General in 2012.

### **Kathie Allen- California Private Investigator Qualified Manager 27033**

Ms. Allen has eighteen years of workplace investigation experience as the Assistant Compliance Officer at the University of California Irvine. In that role, Ms. Allen was responsible for coordinating the university's response to violations of university whistleblower policies. Ms. Allen investigated complaints of discrimination, harassment, retaliation, sexual misconduct, fraud, and abusive conduct for the campus community. Those investigations included personnel from campus law enforcement and the University Hospital.

Ms. Allen is a frequent presenter at workplace investigation conferences, presenting content related to conducting workplace investigations, credibility assessment, writing effective investigative reports, and detecting and preventing fraud. Ms. Allen is active in the Association for Workplace Investigators.

### **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 introducing and implementing 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 holds a Juris Doctor in Law from Taft University, for which he was awarded the William Howard Taft Award for top student. He also 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 of 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 served on the California Police Chiefs' Association Legislative Law Committee and was an elected trustee for the California Peace Officers Association Legal Services Program.

### **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, 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, the 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 completed 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 the supervisor of the major crime 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's office, where he worked as an Investigator. As a Deputy Chief at the Ventura County District Attorney's Office of Investigation, Mr. Conroy worked on many high-profile public employee internal affairs, special, and confidential executive background investigations.

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

**Rob Davidson- California Private Investigator Qualified Manager License 189562**

After thirty years, Mr. Davidson is honorably retired as the Assistant Sheriff from the Ventura County Sheriff's Department (VCSO). Mr. Davidson demonstrated a history of working in government administration and is skilled in liability evaluation, discipline, and investigations of employee misconduct.

After starting his career as a dispatcher, Mr. Davidson worked every rank at VCSO. As a manager and executive officer, Mr. Davidson served as a Special Services Chief, Support Services Commander, and Captain of the Administrative Division. In those roles, Mr. Davidson was responsible for internal affairs, in-service training, department audits, and inspections, managed the legal unit, and coordinated the efforts of outside attorneys. As a Sergeant, Mr. Davidson investigated employee misconduct while assigned to VCSO Professional Standards.

Mr. Davidson is a graduate of the University of Southern California with a master's degree in leadership with a concentration in Public Policy. He has his Pre-Law Certificate from the University of the Pacific - McGeorge School of Law and a Bachelor of Arts in Political Science from California State University, Stanislaus. He is a POST Command College graduate with a POST Management certification.

### **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 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. 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, police tactics, use of force, and assisted other investigators with several high-profile cases. Mr. Hebert was responsible for hiring and training of Department employees, investigating claims against the Department, including worker's compensation claims and auditing of Department policies and procedures. Mr. Hebert is a member of California Association of Tactical Officers and the Association of Workplace Investigators (AWI).

Mr. Hebert possesses a bachelor's degree in law and Society from the University of California at Santa Barbara and a master's degree in public administration from California State University Northridge.

### **Matt Harvill-California Private Investigator Qualified Manager License 189385**

Mr. Harvill has thirty years of law enforcement experience. He has worked at the Ventura Police Department, the Ventura County District Attorney's Office, and the Santa Barbara County District Attorney's Office. As a Supervising District Attorney Investigator, he conducted administrative investigations into county employees. He has also completed officer-involved shooting training and internal affairs programs at California State University, Long Beach.

Mr. Harvill holds a Master of Science degree in Emergency Services Administration from California State University, Long Beach. Before receiving his Master's, Mr. Harvill attended California State University, Long Beach, earning a Bachelor of Science in Occupational Studies and associate degrees from Ventura College in Administration of Justice.

### **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 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.

### **Ralph Martinez-California Private Investigator Qualified Manager License 189128**

Mr. Martinez started his law enforcement career in Ventura County with the Ventura Police Department and later moved to the Ventura County District Attorney's Office, where he retired. Throughout his nineteen-year career with the Ventura Police Department, Mr. Martinez worked a variety of assignments in Patrol, Special Enforcement Team, Investigations, and Communications and held roles as a Police Officer, Police Corporal, Police Sergeant, and Detective Corporal.

Growing in his career at the District Attorney's Office, Mr. Martinez held various positions rising through the ranks to Commander. As a Commander, Mr. Martinez conducted complicated internal affairs, special and confidential executive background investigations, and supervision of the evidence room and fraud units.

Mr. Martinez has a Bachelor of Arts in Sociology from California State University, Northridge. Mr. Martinez speaks fluent Spanish.

### **Scott McKnight- California Private Investigator License 28763**

Mr. McKnight served with the Newport Beach Police Department and the Orange County Regional Narcotics Suppression Program from 1983 until his retirement in 2011, advancing to the rank of Police Lieutenant and Area Commander. In this role, he managed all police activities in the West Newport Beach area, including overseeing investigations, supervising Sergeants, and developing crime-fighting strategies.

In his role as Officer in Charge of Professional Standards/Internal Affairs, he handled investigations into police misconduct, including serious allegations such as substance abuse and excessive force. He also served as the Officer in Charge of Vice/Intelligence, where he gathered and maintained sensitive criminal information related to organized crime, and coordinated high-profile criminal investigations.

Throughout Mr. McKnight's law enforcement career, he received numerous accolades including the City of Newport Beach Police Award of Merit and the J. Edgar Hoover Foundation Award for Excellence in Law Enforcement. He was twice named the Orange County Narcotics Officer Association's Narcotics Investigator of the Year.

Mr. McKnight holds a Bachelor of Science degree from UC Davis and CSU Long Beach, along with specialized certifications from California P.O.S.T. Scott is also a graduate of the Sherman Block P.O.S.T. Supervisory Leadership Institute and has taught and lectured extensively on Criminal Justice and Leadership Principles.

### **Andrew Birozy-California Private Investigator License 189716**

Mr. Birozy is a dedicated law enforcement professional with 34 years of experience with the Tustin Police Department. He began his career as a Dispatcher and progressed through various roles, culminating in his retirement as a Lieutenant. Throughout his tenure, he gained extensive expertise in a wide range of areas, including police practices, internal affairs, and the use of force.

Beyond his work with the Tustin Police Department, Mr. Birozy has been actively involved in law enforcement training and education. He has served as a trainer and facilitator for several institutions, including the California State University Long Beach Research Foundation, Riverside Community College District, and Santa Ana College. He has lent his expertise to the International Association of Directors of Law Enforcement Standards and Training, where he currently manages the National Certification Program. Mr. Birozy's contributions to law enforcement extend to his work as an adjunct instructor and evaluator for California POST programs, where he has helped shape the next generation of law enforcement professionals. Additionally, Mr. Birozy is a POST Master Instructor and has developed a California POST-approved Internal Affairs Investigators course.



Mr. Birozy holds a Master's degree in Law Enforcement Executive Leadership from California Southern University, a Bachelor's Degree in Leadership from Bellevue University, and an Associate's Degree in Administration of Justice from Fullerton College.

**Kristine Exton- Attorney at Law, Ca. State Bar 160339**

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 state and federal courts, specializing in 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**

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

**Angel Ho Attorney at Law and Human Resources Consultant, Ca. State Bar 251244,**

Ms. Ho is an experienced workplace investigator with more than 200 investigations for public and private sector entities involving claims of discrimination, harassment, retaliation, ADA violations, fraud, whistleblowing, and other misconduct. She has significant experience conducting investigations governed by POBOR/FBOR.

Ms. Ho brings over twenty years of labor and employment law and city government employee relations and investigation experience. Ms. Ho was promoted to the Employee Relations Manager for the City of Anaheim after serving as the City EEO/ADA Administrator. Ms. Ho managed all services and activities of the Employee Relations Division, including EEO and other workplace investigations, ADA compliance, City leave program, discipline and employee relations, labor relations, and classification & compensation. She planned, directed, coordinated, and reviewed the work of the Employee Relations Division, which included a staff of six employees and general oversight for the completion of all EEO complaints and other misconduct investigations, as well as those governed by FBOR/POBOR, to ensure they are completed in a neutral, timely, and thorough manner.

Ms. Ho gained public entity employee relations experience when she left private practice to work as a Principal Human Resources Analyst for the City of Pasadena. Ms. Ho's primary responsibility was to conduct and supervise the completion of EEO and other

misconduct investigations handled by the Human Resources Department to ensure they were completed in a neutral, timely, and thorough manner. These include investigations of violations of City policies, those governed by FBOR/POBOR, and which include EEO/FEHA/Title VII/ADA, fraud, whistleblower, and other misconduct concerns and conducted investigations of more complex or highly sensitive cases.

## **EDUCATION**

- Juris Doctor New York University School of Law
- Bachelor of Art in Psychology University of California, Los Angeles (UCLA)

### **Jeff Robinson, Attorney at Law Ca. State Bar 318061**

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, Peace Officer-involved shooting investigations, and employee embezzlement from public and private organizations. Mr. Robinson received training in the investigation of money laundering and has used that knowledge in several 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 Fresno County District Attorney's Office prosecutor with assignments in the Misdemeanor, Juvenile, and Felony Trial Team. He conducted Preliminary Hearings, law and motion proceedings, and jury trials. His cases covered a variety of criminal activities, including workplace 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.

## **Benjamin Stauffer Attorney at Law Ca. State Bar 318061**

Mr. Stauffer specializes in workplace investigations with expertise in personnel governed by the Police Officer and Fire Firefighters Procedural Bill of Rights.

Mr. Stauffer spent 31 years with the Garden Grove Police Department, retiring in December 2016 at the rank of Captain. He worked his way through various assignments, starting out as a dispatcher. He has experience in various units within the Department, starting as professional staff and then spending the majority of his career as a sworn member.

After his honorable retirement from the Garden Grove Police Department, Mr. Stauffer provided workplace investigation services to NATA clients. Mr. Stauffer paused his workplace investigation services and spent two years with the Orange County District Attorney's office as a Deputy District Attorney.

He was actively involved in his fellow employees' collective bargaining and association representation as Mr. Stauffer rose through the ranks. Mr. Stauffer has extensive experience in representing the Department and employees from both sides of the table during collective bargaining, workplace investigations, and the resulting mediation and arbitration hearings that are often necessary in such matters.

Mr. Stauffer has experience at the managerial level working as the Personnel and Internal Affairs Commander, Public Information Officer, and ultimately as the Captain in charge of Records, Dispatch, Investigations and Property and Evidence. Mr. Stauffer oversaw use of force review panels and to complete and later review the internal investigations of the Department.

Mr. Stauffer also worked part-time for Lexipol. Mr. Stauffer reviewed and updated policies and wrote training materials utilized in the daily training of the public safety employees whose agencies were customers.

### **EDUCATION**

- Juris Doctor from Whittier Law School, Costa Mesa, California.
- Bachelor of Science from Southern Illinois University, Carbondale