



3024 E. Chapman Ave., #164 | Orange, CA 92869 | 714.904.2191 | bill@bwassoc.com

AGREEMENT FOR INVESTIGATIVE SERVICES

This AGREEMENT is made this 31st day of March, 2025 by and between BILL WHALEN and ASSOCIATES, INC. ("THE FIRM") and The City of Irvine ("CLIENT").

RECITALS

THE FIRM's principal place of business is in Orange, California, and THE FIRM has a business license in that city. Any correspondence should be mailed to THE FIRM'S mailing address at 3024 E. Chapman Ave., #164, Orange, CA 92869.

CLIENT desires to retain THE FIRM for the performance of investigative, security, and consulting services as described herein.

THEREFORE, CLIENT retains the services of THE FIRM and THE FIRM agrees to render services for CLIENT on the terms and subject to the conditions of this AGREEMENT.

TERMS AND CONDITIONS

1. AUTHORIZATION

1.1 CLIENT authorizes THE FIRM to act on behalf and in the name of CLIENT in the performance of the services described in Section 2 of this AGREEMENT.

1.2 In performing services under this AGREEMENT, THE FIRM at all times will be an independent contractor and is not an employee of CLIENT.

1.3 CLIENT agrees to provide THE FIRM with all known and available facts, photographs and information pertaining to the investigation, not withholding facts, which would or potentially could affect the outcome of the investigation. CLIENT further has notified THE FIRM of all possible hazards, which are known to CLIENT pertaining to the investigation.

2. SERVICES

2.1 THE FIRM will provide investigation services for CLIENT for the purpose of:

Workplace Misconduct Investigations

2.2 A report of THE FIRM's findings will be promptly prepared and submitted to CLIENT, counsel for CLIENT, or as otherwise designated by CLIENT in writing, unless CLIENT waives the necessity for a report in writing. CLIENT may designate in writing who it is on CLIENT'S behalf who shall have the authority to designate to whom the report is to be delivered. THE FIRM may withhold any such report under this paragraph if CLIENT's account is delinquent and unpaid beyond 5 days.

2.3 In the event CLIENT requires that this investigation be cancelled, a minimum twenty-



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four (24) hours' notice must be given prior to the scheduled commencement of any investigative services. If proper notice is not given or received, a four-hour minimum charge at the rate indicated on the attached RATE SHEET will be assessed.

2.4 THE FIRM will only conduct investigations or use techniques that are legal and in compliance with Federal, State, and local law, including, if applicable, the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.). All investigators are licensed private investigators in the State of California

3. RATES

3.1 A rate sheet detailing costs for investigation services ("RATE SHEET") is attached to this AGREEMENT as Appendix A and made a part hereof. The RATE SHEET should be read, signed and returned prior to the commencement of services.

4. PAYMENT FOR SERVICES

4.1 In the event any THE FIRM or any employee of THE FIRM is subpoenaed, placed on call, directed to appear at a trial, hearing, arbitration, administrative hearing or other proceeding or otherwise required to be available to CLIENT or any other party or entity as a result of or in connection with any lawsuits, investigations, trials, depositions, discovery related matters, administrative proceedings of any agency, or arbitrations or similar matters or proceedings related to or arising out of THE FIRM'S services, efforts and/or investigations engaged in hereunder within the scope of the services rendered to CLIENT, even if THE FIRM or an employee of THE FIRM, is named personally as a Defendant in any legal complaint, CLIENT will compensate THE FIRM at THE FIRM'S normal hourly rates for such individuals as are involved, in accordance with the RATE SHEET. Insofar as possible, CLIENT will be kept informed in advance, as to what such individuals are involved, in accordance with the RATE SHEET. Insofar as possible, CLIENT will be kept informed in advance as to what is being required of THE FIRM and its investigative personnel in connection with such proceedings.

4.2 THE FIRM will normally invoice CLIENT upon submission of the investigative report. For long-term investigations or audits, THE FIRM may, with CLIENT's approval, invoice on or about the first day of each month, for services rendered and reimbursable costs incurred by THE FIRM during the immediately preceding calendar month. Unless THE FIRM and CLIENT otherwise agree in writing, each invoice will be due upon receipt. Any amount invoiced that remains unpaid for longer than thirty (30) days after the invoice date will incur a late payment fee equal to 1.5% of the unpaid invoice. Late payment fees then become part of the unpaid balance.

4.3 CLIENT will be billed for incidental expenses, such as photocopies, facsimiles, cassette audiotapes, postage, overnight delivery, photocopies, facsimiles, cassette audio tapes, postage, overnight delivery, and communication charges. Such items shall be itemized on the applicable monthly invoices.

4.4 CLIENT agrees to pay THE FIRM for travel at the rate set forth in the RATE SHEET.

4.5 To the extent that CLIENT requires or conditions THE FIRM's employment on THE



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FIRM obtaining additional insurance and/or separate city business license in a city other than THE FIRM's principal place of business, CLIENT agrees to advise THE FIRM of that requirement, in writing, and to pay all of the direct costs incurred by THE FIRM in obtaining such business license(s) and insurance certificates and/or fees above what is provided, along with a flat fee of \$150.00 for processing of each such application.

4.6 Interview cancellations must be made with at least a 24-hour notice. Onsite interviews canceled less than 24 hours in advance will incur a 4-hour charge. Zoom interviews canceled less than 24 hours in advance will incur a 2-hour charge.

5. INDEMNIFICATION

5.1 CLIENT agrees to indemnify, defend, protect and hold harmless THE FIRM, and each of his employees from and against any and all claims, liabilities, obligations, demands, causes of action, debts, costs and expenses (including reasonable outside attorneys' fees) that arise out of or relate to this AGREEMENT, including but not limited to acts or omissions of CLIENT or a breach of CLIENT's representations, warranties or obligations hereunder. CLIENT hereby acknowledges that it is not uncommon for employees, especially terminated ex-employees, who have been investigated, to falsely allege that the CLIENT or THE FIRM were involved in wrongdoing, or even criminal acts. If such allegations are made and THE FIRM or their employees or independent contractors are named as Defendants in any legal complaint relating to an investigation performed by THE FIRM on behalf of the CLIENT, it will in no way relieve the CLIENT of the CLIENT's obligation to indemnify THE FIRM and to compensate THE FIRM at THE FIRM'S normal hourly rates for such individuals involved, in accordance with the RATE SHEET.

5.2 THE FIRM agrees to indemnify, defend, protect and hold harmless CLIENT, and each of its elected officials, directors, officers, employees, contractors, agents, representatives, successors and assigns from and against any and all claims, liabilities, obligations, demands, causes of action, debts, costs and expenses that are ultimately determined in a final adjudication to have arisen from THE FIRM's gross negligence or illegal acts.

5.3 In the event THE FIRM and CLIENT are determined by a final adjudication to have been jointly liable without specification of the extent of the proportion of liability between them, then, and only in that case, the issue of the relative amount of reimbursement to be made under THE FIRM's or the CLIENT's duty to hold harmless and indemnify referred to in the preceding paragraphs will be determined by arbitration (See Section 12.1).

6. CONFIDENTIALITY

6.1 Except as otherwise required by law, THE FIRM agrees not to divulge, disclose or communicate to third parties, without the express written authorization of the CLIENT, or CLIENT'S authorized representatives, information pertaining to THE FIRM's services for CLIENT, or confidential information concerning CLIENT's business, personnel, functions, or operations acquired by THE FIRM during the engagement. Unless otherwise specified by the CLIENT in writing or in cases where THE FIRM has a legal obligation to notify law enforcement, all materials related to CLIENT's case will be safely destroyed by THE FIRM after a period of five years following the work performed. Cases, which must be reported under the law, include child abuse, elder abuse, issues of National security such as terrorist threats, homicide, or conspiracy



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to commit homicide, etc. THE FIRM's confidentiality obligations under this AGREEMENT, as stated above, shall survive completion of the service or termination of this AGREEMENT.

7. DISCLAIMER OF GUARANTEE

7.1 THE FIRM makes no promises, assurances or guarantees to CLIENT concerning the results of the services of this engagement, and nothing in this AGREEMENT or in any other oral or written communication between THE FIRM and CLIENT shall be construed as such a promise, assurance or guarantee.

8. INDEPENDENT CONTRACTOR ARRANGEMENT

8.1 THE FIRM shall perform investigative services as an independent contractor pursuant to the terms of this Agreement. There is no employer/employee relationship between THE FIRM and the CLIENT. THE FIRM shall retain full control over the manner and method of conducting investigations, subject only to the provisions of this Agreement. If necessary, the Firm may use the CLIENT's facilities solely for conducting interviews; however, THE FIRM shall not maintain an office or permanent workspace at the CLIENT's premises. The CLIENT's involvement will be limited to providing THE FIRM with the complaint, access to relevant persons to be interviewed, and any evidence to be evaluated. THE FIRM shall have sole discretion and responsibility in the handling and execution of the investigation, without further direction or control by the CLIENT.

9. VALIDITY AND TERMINATION

9.1 This AGREEMENT applies to the entire business relationship between CLIENT and THE FIRM, without limitation from beginning to the termination of services, even if those services began prior to the signing of this AGREEMENT by CLIENT.

9.2 A copy or facsimile of this AGREEMENT shall be as valid as the original.

9.3 This AGREEMENT may be terminated at any time by either party, with or without cause, by giving written notice to the other party. Termination will be effective immediately upon receipt of that notice, but subject to the provisions hereof. Without limiting the generality of the foregoing, the termination of this AGREEMENT by either party will have no effect on the parties' responsibilities to indemnify and hold harmless relating to any work performed or in progress at the time of the termination.

10. NOTICES

10.1 Any notices required under this AGREEMENT may be sent to CLIENT by regular mail at: 3024 E. Chapman Ave., #164, Orange, CA 92869 unless a different address has been subsequently selected, and written notice has been properly given to the other party.

11. ENFORCEABILITY / ENTIRE AGREEMENT

11.1 In the event that any provision of this AGREEMENT is held to be unenforceable or



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invalid, the validity or enforceability of the remaining provisions should not be affected. This AGREEMENT and the attachments hereto as Appendix A contain the entire agreement between THE FIRM and CLIENT and cannot be modified except in a writing signed by both of the parties hereto.

12. ARBITRATION

12.1 Any dispute, claim or controversy arising out of this AGREEMENT, including the interpretation of this Agreement (the “matter”), shall first be submitted for resolution to non-binding Mediation before a neutral Mediator. If the matter cannot be resolved within 45 days after written demand for Mediation, either party may demand that the matter be submitted for determination by binding Arbitration conducted in Orange County, California before a single neutral arbitrator, administered in accordance with the rules then in effect, and under the auspices of, JAMS or ADR Services; however, California law shall apply to the interpretation and enforcement of this AGREEMENT. Either party may seek Superior Court confirmation, correction or vacation of the award, and judgment entered thereon, in accordance with the procedures set forth in Code of Civil Procedure (“CCP”) §§1285 *et seq.* In addition, the provisions of CCP §§ 1283.05 and 1283.1 are hereby incorporated into this Agreement, except that unless good cause is shown to the satisfaction of the arbitrator, pre-arbitration hearing discovery shall be limited to the service by each side of any combination of not more than 25, (calculated in the total aggregate), Requests for Admission of Facts, Written Special Interrogatories without sub-parts, and Document Production Requests, plus one percipient witness oral deposition, and one expert witness oral deposition, for each side. The Federal Arbitration Act shall not apply.

13. LEGAL FEES

13.1 In the event that litigation or arbitration is necessary to enforce the terms of this AGREEMENT, or breach thereof, the prevailing party from that dispute will be entitled to reasonable attorney’s fees, costs and witness fees incurred as a result of that dispute, litigation or arbitration. In the event that the PARTIES resort to mediation to resolve a dispute arising out of the AGREEMENT, the costs for such mediation will be shared equally by the PARTIES.

14. ASSIGNMENT

14.1 This AGREEMENT may not be assigned by either party without the prior written consent of the other party.

15. GOVERNING LAW

15.1 The validity and interpretation of any of the terms or provisions of this AGREEMENT, or of the rights or duties of any of the parties under this AGREEMENT, will be governed by the laws of the State of California.

The undersigned do hereby declare that they fully understand and appreciate the meaning of this AGREEMENT and, by signing below, agree to be bound by those terms and conditions.



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Executed on the date first written above.

CLIENT

DocuSigned by:
By: Michelle Riske
60319A3E602848A...
Title: Human Resources Director
5/8/2025

THE FIRM

By: Bill Whalen
Bill Whalen, President
Bill Whalen and Associates, Inc.
CA PI License #189246

Attest: Signed by:
By: Carl Petersen 5/8/2025
0FCAD91F02E547D...
Carl Petersen
City Clerk

**APPROVED AS TO FORM
RUTAN & TUCKER, LLP**

DocuSigned by:
Jeffrey Melching 5/8/2025
DABE8686180C4B8...
Jeffrey Melching



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APPENDIX A - RATE SHEET

Rates:

- Investigative services \$280/hour: Meetings, review of organizational policies and procedures, examination and/or analysis of evidence, interviews, commute (portal to portal) and report preparation.
- Mileage reimbursed at applicable IRS "Business" rate. The expenses are billable for "portal-to-portal" commute from the investigators home address.
- The CLIENT shall reimburse Bill Whalen and Associates, Inc. for lodging and per diem expenses during overnight travel that is required under this contract. The reimbursement shall be in accordance with the most recent U.S. General Services Administration per diem rates. Bill Whalen and Associates will maintain and submit copies of lodging receipts when invoicing the CLIENT.
- The CLIENT shall reimburse Bill Whalen and Associates, Inc. for travel expenses that are required by CLIENT as part of this contract for travel outside the Southern California area¹. For investigators not based in Southern California, this requirement shall apply if the CLIENT's location is more than 100 miles from the investigators place of residence. If air travel is required, the CLIENT will reimburse for a coach airfare ticket. Bill Whalen and Associates will maintain and submit copies of airfare receipts when invoicing the CLIENT.
- Confidential transcription services (\$.025 per word).
- In the event Bill Whalen and Associates, Inc. is required (by any party of the investigation) to provide testimony at an investigation hearing, deposition, or trial, the fee is \$333 per hour (four hours minimum) plus expenses. Preparation fees for investigation hearing, deposition, or trial is \$280 per hour. The CLIENT or the subject's counsel may place the investigator "on-call" for a trial, deposition or hearing. In that event, Bill Whalen and Associates, Inc. shall be compensated for four (4) hours per day at \$280 per hour for each of the days the Investigator is directed to be "on-call."

INCIDENTAL EXPENSES: Incidental expenses will be reimbursed at cost for such incidentals as photocopies, facsimiles, flash-drive media storage, postage, overnight delivery, licenses, permits, additional insurances and/or certificates, taxes, communication charges, and related processing charges.

Payments shall be made to INVESTIGATOR'S address as shown in the AGREEMENT to which this RATE SHEET is attached.

Total contract value not to exceed \$60,000.00 per annual period of July 1 through June 30.

CLIENT

By:  DocuSigned by:
60349A3E602848A...
Its: Human Resources Director

¹ The Southern California Area includes the Counties of San Diego, Orange, Los Angeles, San Bernardino, and Riverside.