

APPENDIX A

OVERVIEW AND RESUME

T. Michael Nault
Nault and Associates, LLC
Police Litigation Consultant
526 1st Ave. South #524
Seattle, WA. 98104
Phone/FAX: 206-447-1230

Email: Marenerman@AOL.Com

Overview

I am a multi-faceted professional offering a diverse and progressive background in Public Safety (Law Enforcement) including, but not limited to:

Major Crimes Investigations: Homicide, Sexual Assault, Drugs
Theory/Practice: Malicious Prosecution, Liability

Policy and Procedures relating to Police Patrol Operations:
Pursuits, Officer Involved Shootings, Use of Force

Police Management Issues:
Strategic Planning, Policy and Procedures, Training

I develop and conduct seminars nationally and internationally, and perform consultancy work in both the public and private sectors.

Education

Master's Degree in Public Administration: University of Puget Sound, 1974
Bachelor Degree in Sociology/Speech: University of Washington (1968)
Bachelor Degree: Police Science and Administration: Seattle University (1976)

Litigation Consultant: Police Policy, Procedures, and Investigations

Client Firms/ References:

Gibson/Dunn PLC (Los Angeles);

Browne/Woods (Beverly Hills, CA.),

Doll & Amir (Century City, CA.).

Jones, Skelton, Hochuli (Phoenix, AZ):

The Spence Law Firm (Jackson, Wyo.)

Technical Advisory Services for Attorneys

Lorman Education Services (CLE)

Security Assessment

Consultant to Threat Management, Inc. Phoenix, AZ (2002 – Present)

Former Manager of Fraud Prevention and Investigations, Eddie Bauer Co.

Investigations/Instruction:

Retired Commander of Major Investigations, King County, Seattle, WA.

Consultant in Serial Murder and Criminal Psychopaths:

Former Instructor, FBI National Academy:

“Serial Murder Task Force Management”.

Current Consultant/Instructor to the U.S. Department of Homeland Security
Federal Law Enforcement Training Center:

“Drug Task Force Management “

Police Management and Administration:

Consultant to the U.S. Department of Justice, International Criminal Investigations Training Assistance Program (ICITAP).

Develop and Present Police Executive Management Seminars for Indonesian National Police (2004-2005)

Project leader and Technical Advisor for Strategic Planning and Organizational Transformation, Indonesian National Police (1999-2003)

Instructor in Police Management Issues: Uzbekistan National Police, 1998

RESUME

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NAULT & ASSOCIATES, LLC
Police Litigation Consultant
526 1st Avenue South #524
Seattle, Washington 98104
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Email: Marenerman@aol.com

Police Career:

1966 – 1994 King County Police/Sheriff's Department, Seattle, Washington:
All ranks and various assignments: Specifics available on request

I retired as Commander of Major Investigations in the Criminal Investigations Division,
and periodically served as Chief of Detectives.

Served as Patrol Precinct Commander, Special Operations Division Commander
(SWAT, Traffic Division, Hostage Negotiations), and Patrol Division Commander (All
Precincts and Substations)

Interim Chief of the Department of Adult Corrections (King County Jail System) (1980)

Consultant/Lecturer

Current = C Former = F

C - Manager, Nault & Associates LLC: Police Litigation and Investigations
Consultant

C - Instructor Cadre, Lorman Institute; Continuing Legal Education.

F - U.S. Department of Justice: International Criminal Investigations Training
Assistance Program (ICITAP)

Indonesian National Police, U.S. Embassy, Jakarta, Indonesia: (1999- 2005)

Uzbekistan National Police, U. S. Consulate, Tashkent, Uzbekistan (1998)

F – U. S. Department of Homeland Security: Federal Law Enforcement Training Center
(1998-Present)

Consultant/ Instructor: Drug Task Force Management

F - Eddie Bauer Company, Manager, Fraud Prevention and Investigations
(1993-94)

F - U.S. Department of Justice: FBI National Academy:

Instructor: Task Force Management and Serial Homicide Investigation (1989-94)

F - Member, University of Washington, President's Visitor Advisory Committee:
Criminal Justice Department

F - Adjunct Professor: Seattle University, Police Science and Administration
Department (1977-1989)

Police Intelligence Systems
Law Enforcement Management Issues Seminar
Organization Theory: Public Sector
Public Sector Decision Theory

Education:

Master's Degree: Public Administration:
University of Puget Sound (1974)

Bachelor's Degree(s): Speech/Sociology:
University of Washington (1968)

Bachelor's Degree: Police Science and Administration
Seattle University (1976)

Of Significance:

Member, International Homicide Investigators Association

Former Member, British-American Chamber of Commerce

Guest Lecturer: Various U.S. Adult Learning Programs: "*Criminal Psychopaths and Serial Murder Investigations*"

Discover University, Seattle, WA (1996- 1998)
Boston Center for Adult Education, (1997)
The Learning Annex, Hartford, Conn. (1997)
The Learning Connection, Providence, RI. (1997)

Featured Guest Speaker, International Association for Identification Forensic Conference, Danvers, Mass. (1997)

Featured Guest Speaker, The British Fingerprint Society, U.K. (1997)

Invited Speaker, International Forensic Symposium, Israel (1995)

Board of Directors (former), Operation Lookout, National Center for Missing Youth (1995)

The only American Law Enforcement official selected as a Committee Member for the International Symposium on Law Enforcement, Moscow, Russia (1991) (Cancelled due to 1991 Soviet Revolution)

Featured Guest Lecturer, Florida Department of Law Enforcement (1992): "Serial Murder: Two Contrasting Cases"

Committee Chairperson, International Association for Identification Ethics/Investigations Committee Chair

Washington State Law Enforcement Training Commission Loaned Executive Program: Consultant to Law Enforcement Agencies.

Washington State Legislative Sub Committee on Missing Persons

Special Training:

Threat Assessment Training: Dept of Homeland Security
IBM Executive Planning Seminar
U.S. Secret Service Dignitary Protection Seminar
Boeing Co. Management Excellence Seminar
Public Sector Cost Budgeting
IBM Executive Communications Symposium
Cultural Diversity Training
Community Policing Training
Pursuit Driving and Emergency Vehicle Operations

References and Verification provided on request.

Re: Retention of Nault & Associates

ATTENTION:

The purpose of this letter agreement (this "Agreement") is to confirm the agreement between **Nault & Associates** (the "Consultant"), and _____ ("Client") with respect to the provision by Consultant of consulting and expert witness services (the "Services"). In consideration for Consultant's provision of the Services, Client agrees to pay Consultant **\$195** per hour (the "Base Rate") with non-refundable retainer of **\$5000** (the "Retainer"), which will be applied to the first and minimum 28 hours of Services. For the avoidance of doubt, "first and minimum 28 hours of Services" means that in the event Client does not require 28 hours or more of Services from Consultant, Consultant shall be entitled to retain the entire Retainer.

It is the policy of Consultant that expert witness designations by Client and/or any client of Client are not authorized until the Retainer is paid in full. A reasonably detailed services performed invoice will be provided for the Services performed. All reports, opinions and basis for opinions of Expert will be developed with at least such care as a reasonably prudent consultant in the same field as Consultant would prepare them, and meet or exceed legal requirements noted to Consultant by Client. It is understood and agreed that Expert does not guarantee any particular outcome of the matter to which the Services relate, regardless whether or not Expert is deposed and/or testifies. If the portion of the Services comprising a review of the case file information and the development of expert opinion(s) and basis for opinion(s) exceeds the initial 28 hours of Services in respect of which the Retainer will be paid, additional advances will be required based on good faith time estimates of Expert to complete the remaining Services. Each such advance shall cover at least 10 hours of Expert's time. For the avoidance of doubt, Expert shall be under no obligation to perform Services unless fees for such Services have been advanced by Client.

Deposition and/or trial testimony fees of Expert are an aggregate of **\$2,000** for the first eight hours or portion thereof. A fee of **\$350** per hour (the "Trial Rate") is applied for each additional hour, or portion thereof, beyond the initial eight hours of deposition and/or trial testimony. The initial fee of **\$2,000** is for deposition and/or trial testimony only, and does not include fees for the time necessary to prepare for the deposition and/or trial testimony, which shall be paid at the Base Rate and shall be covered by advances described in the previous paragraph. The initial **\$2,000** fee for deposition and/or trial testimony includes travel time and expenses for testimony provided in the Seattle, Washington area.

All necessary advances for Services, expense invoices, and projected deposition and/or trial testimony fees and expenses will be paid in advance of travel to the deposition and/or trial testimony site. Client understands and agrees that Consultant may bill Client directly for reasonable and necessary word processing services at a rate not to exceed **\$25** per hour. Estimated word processing expenses shall be included by Consultant with all requests for advances. Travel time directly related to the case is invoiced at the Base Rate, based on actual travel time from the original departure location to the final destination, To reduce travel costs and expenses, no travel time or travel expenses are charged for services performed in the Seattle, Washington vicinity for deposition or trial testimony. This Agreement establishes that Expert has been retained by Client and no other party. Client will be directly responsible for all expenses and fees.

The Client is responsible for providing timely and reasonable projected dates for the required completion of reports, opinions, affidavits, deposition testimony, and trial testimony to ensure appropriate scheduling and needed time to produce a quality and detailed product and/or service. Provided Client provides such timely and reasonable projected dated, Expert will use reasonable best efforts to ensure the Services are provided at such times as to allow Client to meet all deadlines and court ordered requirements.

All reasonable and necessary expenses of Expert related to the provision of Services (“Expenses”), including but not limited to travel, meals, lodging, and telecommunications charges, will be promptly reimbursed (which in no event shall be more than 30 days after delivery of the expense report) by Client. All Expenses will be documented with receipts or evidence of credit card charges and contained in a detailed Expense report. Delinquent accounts may be subject to interest, collection and attorney costs, if necessary, to secure payment.

Any future increase in” Base Rate “ or “Trial Rate” shall be reasonable and shall be subject to the reasonable approval of Client; provided that Expert shall be under no obligation to provide additional Services if Client does not agree to pay the increased rate.

Expert's receipt of the Retainer from Client in immediately available funds will indicate Client's agreement to the terms and conditions of Consultant's engagement to provide the Services as set forth in this Agreement. A duplicate original of this Agreement has been enclosed. Please sign one of the two Agreements and return it with the Retainer.

NAULT & ASSOCIATES

_____ Date:-

By: T. Michael Nault, principal

_____ (Client Name):

By: (Print Name and Title)

_____ Date: _____

By: Signature