

## **AGREEMENT FOR PROFESSIONAL PLANNING SERVICES**

**THIS AGREEMENT**, made and entered into this 22nd day of July, 2020, by and between the City of Westminster, a municipal corporation located in the County of Orange, State of California, hereinafter referred to as "**CITY**" and **DE NOVO PLANNING GROUP** with principal offices at 180 East Main Street Suite 108, Tustin, California 92780, hereinafter referred to as "**CONSULTANT**".

### **WITNESSETH**

**WHEREAS**, CITY desires to engage CONSULTANT to perform professional planning services to amend the CITY'S General Plan Housing Element as described and set forth in the "Scope of Work" dated July 1, 2020, a copy of which is contained in the proposal attached as Exhibit "A", incorporated herein by this reference as if set forth in full; and

**WHEREAS**, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the requisite experience and background to carry out these duties.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits, and promises hereinabove stated, the parties hereto agree as follows:

#### **I. SERVICES TO BE PERFORMED**

CITY hereby engages CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the various services set forth in that certain proposal dated July 1, 2020, from CONSULTANT to CITY, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference as if set forth in full.

#### **II. TIME FOR PERFORMANCE**

CONSULTANT shall begin work within ten (10) days following execution of this Agreement by CITY. CONSULTANT shall attempt to complete all tasks within the timeline agreed upon by the CITY and the CONSULTANT. The CONSULTANT shall be responsible for its work schedule only to the extent that the CONSULTANT has reasonable control over the work schedule.

#### **III. PERFORMANCE TO REASONABLE SATISFACTION OF CITY**

CONSULTANT agrees to perform all work to the standard care in the industry and within the time hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not reasonably satisfactory, CITY, in its discretion, has the right to:

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

- (c) Terminate the Agreement as hereinafter set forth.

#### **IV. COMPLIANCE WITH LAW**

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State, and Federal laws.

#### **V. FAMILIARITY WITH WORK**

By execution of this Agreement, the CONSULTANT warrants that:

- (a) It has thoroughly investigated and considered the work to be performed;
- (b) It possesses any and all licenses which are required under State or Federal law to perform the work contemplated by this Agreement, and shall maintain all appropriate licenses during the performance of this Agreement;
- (c) It has expertise in the area of providing planning services;
- (d) It carefully considered how the work should be performed; and
- (e) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement.

#### **VI. COMPENSATION**

##### **A. Services Described in Proposal**

For the provision of all services rendered under this Agreement in accordance with the scope of services attached hereto as Exhibit "A" and all expenses associated therewith, CITY shall pay CONSULTANT the amounts specified under "Fee Schedule" included in Exhibit A, up to \$324,970.00.

- B. For any additional services, change orders or any additional compensation of any nature to be proposed for payment to CONSULTANT by CITY, such modification of this original Agreement shall be a written request executed by the CONSULTANT and approved in writing by CITY.

It is specifically understood that oral requests or approvals of such additional services, change orders, or additional compensation and any approvals from CITY shall be barred and are unenforceable.

##### **C. Payment Procedure**

CONSULTANT shall, by the 15<sup>th</sup> of each month, submit a monthly invoice to the CITY for work performed pursuant to Exhibit "A". Within thirty (30) working days of receipt of such invoice, CITY shall determine whether CONSULTANT has satisfactorily performed the work described in the invoice, and pay invoice.

#### **VII. TERMINATION**

This Agreement may be terminated with or without cause by CITY at any time by providing CONSULTANT with written notice of termination. In the event of such termination, CONSULTANT shall be compensated for services rendered as of the date of termination, plus costs incurred in connection with uncancellable obligations relating to this Agreement. In the event of such termination, CONSULTANT shall immediately stop rendering services under this Agreement unless directed otherwise by CITY, and shall deliver to CITY all plans, data, reports, summaries, other information and materials as CONSULTANT may have accumulated in performing this Agreement. CITY shall not be liable for any claim of lost profits.

This Agreement may be terminated by CONSULTANT by providing CITY with written notice no less than thirty (30) days in advance of such termination, but only for CITY'S breach.

## **VIII. COORDINATION OF WORK**

### **A. Selection of Representatives**

The following principals of CONSULTANT are hereby designated as the principals and representatives of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and to make all decisions in connection therewith:

Ms. Beth Thompson and Ms. Amanda Tropiano

The foregoing principals may not be changed by CONSULTANT without the express written approval of CITY.

### **B. Contract Officer**

The Contract Officer shall be the Community Development Director and/or such other person as designated by the City Manager of the CITY. It shall be the CONSULTANT responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the CONSULTANT shall refer any decision, which must be made by CITY, to the Contract Officer. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the Contract Officer.

## **IX. INDEPENDENT CONTRACTOR**

A. CONSULTANT shall perform all work and services required hereunder as an independent contractor of CITY, and shall remain under only such obligations as are consistent with that role. Consultant is not an employee of CITY, and shall not at any time or in any manner during the course of this Agreement represent that CONSULTANT is an employee. CITY shall also not represent that CONSULTANT is an employee of CITY, nor indicate that CONSULTANT is filling a regular CITY staff position.

B. This Agreement contemplates that the CONSULTANT personal services and those of the CONSULTANT officers, employees, and agents are a substantial inducement

to the CITY for entering into this Agreement. CONSULTANT may not assign any interest in this Agreement, except upon written consent of the CITY.

**X. INDEMNITY, DEFENSE, AND HOLD HARMLESS**

CONSULTANT agrees to defend, indemnify, and hold free and harmless the CITY, its elected and appointed officials, officers, agents, employees, and volunteers at CONSULTANT sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the CITY, its elected and appointed officials, officers, agents, employees, and volunteers arising out of the negligence, recklessness, or willful misconduct in the performance of CONSULTANT of the work undertaken pursuant to this Agreement, and shall indemnify, defend, hold free and harmless the CITY, its elected and appointed officials, officers, agents, employees, and volunteers harmless from and against any and all damages to property or injuries to or death of any person or persons, including attorneys' fees. The defense obligation provided for hereunder shall be required whenever any claim, demand, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of CONSULTANT and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected and appointed officials, officers, agents, employees, and volunteers based upon the work performed by CONSULTANT under this Agreement, whether or not the CONSULTANT is specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, CONSULTANT shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY'S request for proposal or CONSULTANT proposal, which shall be of no force and effect.

**XI. INSURANCE**

A. CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A", Class X or better in the most recent Best's Key Insurance Rating Guide, and approved by City, the following minimum scope of insurance coverage:

- 1) A policy or policies of broad-form Commercial General Liability Insurance, in a form at least as broad as ISO form #CG 00 01 11 88 or its equivalent, with minimum limits of \$1,000,000 combined single limit coverage per occurrence against any bodily injury, personal injury, or property damage which may occur as a result of wrongful or negligent acts by CONSULTANT, its officers, employees, agents, and independent contractors in performance of services under this Agreement. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit;
- 2) Business Automobile Liability Insurance, with minimum combined single limits coverage of \$1,000,000 per accident for bodily injury and property damage. Such insurance shall include coverage for owned (if any) hired, and non-owned automobiles;
- 3) Professional Liability Insurance on a form approved by the City Attorney with limits not less than \$1,000,000 per claim/aggregate. Architects; and engineers'

coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work; and

- 4) Workers' Compensation Insurance in accordance with the laws of the State of California, and Employers Liability Insurance, with a minimum limit of \$1,000,000 per accident.
- B. Any deductible or self-insured retention must be declared to and approved by the CITY.
- C. Before CONSULTANT performs any work or prepares or delivers any materials, CONSULTANT shall furnish certificates of insurance and/or endorsements, as required by CITY, evidencing the foregoing insurance coverage on forms acceptable to the CITY, which shall provide that the insurance in force will not be canceled, modified or allowed to lapse without thirty (30) days' written notice to the CITY.
- D. The required insurance policies shall contain, or be endorsed to contain, the following provisions:
- 1) Commercial General Liability, Business Automobile Liability Policies
    - a. The City, its officers, officials, employees, and designated volunteers are to be covered as an additional named insured as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied, or use by the CONSULTANT; or automobiles owned, leased, hired, or borrowed by the CONSULTANT.
    - b. The CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, agents, employees, ad designated volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees, or designated volunteers shall be in excess of the CONSULTANT'S insurance and shall not contribute with it.
    - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, agents, employees, or designated volunteers.
    - d. The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 2) The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and designated volunteers for losses arising from work performed by the CONSULTANT for the CITY.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by CONSULTANT under this Agreement are adequate to protect CONSULTANT, if CONSULTANT believes that any such insurance coverage is insufficient, CONSULTANT shall provide, at its own expense, such additional insurance as CONSULTANT deems adequate.

The procuring of such insurance or the delivery of policies or certificates evidencing the

same shall not be construed as a limitation of CONSULTANT obligation to indemnify the CITY, its elected or appointed officials, officers, agents, employees, or volunteers.

**XII. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the CONSULTANT agrees as follows:

- A. The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, marital status, national origin, or mental or physical disability. The CONSULTANT will ensure that applicants are employed and that employees are treated during employment, without regard to their age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.
  
- B. The CONSULTANT shall, in all solicitations and advertisements for employees placed by, or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability.

The CONSULTANT shall cause the foregoing paragraphs A. and B. to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

**XIII. MISCELLANEOUS**

**A. Ownership of Documents**

All reports, as well as all original reproducible drawings, plans, studies, memoranda, digital information, and other documents assembled or prepared by CONSULTANT or CONSULTANT agents, officers, or employees in connection with this Agreement, including any and all copyright interest therein, shall be the property of the CITY and shall be delivered to the CITY upon either the completion or termination of the Project. Copies of said documents shall not be made available by CONSULTANT to any individual or organization without the prior written approval of CITY, except as required by law. CONSULTANT or CONSULTANT agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

**B. Notices**

Any notices to be given pursuant to this Agreement shall be given by enclosing the same in the sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

**CITY:**  
City of Westminster  
8200 Westminster Blvd.  
Westminster, CA 92683  
Att: Alexa Smittle

**CONSULTANT:**  
De Novo Planning Group  
180 East Main Street, Suite 180  
Tustin, CA 92780  
Att: Beth Thompson

**C. Enforcement of Agreement**

This Agreement shall be construed and interpreted as to both validity and performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and CONSULTANT covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**D. Disputes**

In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefore.

The injured Party shall continue performing its obligations hereunder so long as the injuring Party cures any default within ninety (90) days after service of the notice, or if the cure of the default is commenced within thirty (30) days after service of said notice and is cured within a reasonable time after commencement; provided that, if the default creates an immediate danger to the health, safety, and general welfare, the CITY may take immediate action. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured.

**E. Waiver**

No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. CITY's consent or approval of any act by CONSULTANT requiring CITY's consent to or approval of any subsequent act of CONSULTANT, or any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**F. Conflicts Of Interest**

CONSULTANT agrees that it shall not make, participate in the making, or in any way attempt to use its position as a CONSULTANT to influence any decision of the CITY in which the CONSULTANT knows or has reason to know that CONSULTANT, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

**G. Audit of Records**

In accordance with generally accepted accounting principles, CONSULTANT shall maintain reasonably full and complete records of the cost of and completion of services performed under this Agreement. During the term of this Agreement and for a period of two (2) years after termination of this Agreement, the CITY shall have the right to inspect and/or audit CONSULTANT records pertaining to this contract and the services to be performed hereunder at CONSULTANT office location. CONSULTANT agrees to make available all pertinent records for the purpose of such inspection and/or audit at its offices during normal business hours and upon three (3) days' notice from the CITY.

**H. Rights and Remedies are Cumulative**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**I. Legal Action**

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy and default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**J. Attorney's Fees**

If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs of suit from the losing Party.

**K. Integration**


This agreement represents the entire understanding of the CITY and the CONSULTANT. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. Any work performed, which is inconsistent with or in violation of the provisions of this Agreement, shall not be compensated. This Agreement may not be altered, amended, or modified except in writing executed by both Parties hereto.

**L. Amendment**

This Agreement may be amended only by the written mutual consent of the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

**CITY OF WESTMINSTER**

  
\_\_\_\_\_  
SHERRY JOHNSON,  
INTERIM CITY MANAGER

**ATTEST:**

  
\_\_\_\_\_  
CHRISTINE CORDON,  
CITY CLERK

DATED:


9/9/2020

APPROVED AS TO INSURANCE

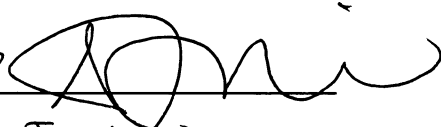
DATE: 8-25-20

BY:   
\_\_\_\_\_  
RISK MANAGEMENT

APPROVED AS TO FORM:

  
\_\_\_\_\_  
RICHARD JONES, CITY ATTORNEY

**CONSULTANT**

De Novo Planning Group 

PRINTED NAME: Amanda Tropicano

TITLE: Principal

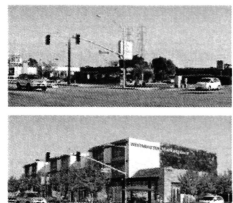
DATED: 7/24/2020

## HOUSING ELEMENT UPDATE REQUEST FOR PROPOSALS

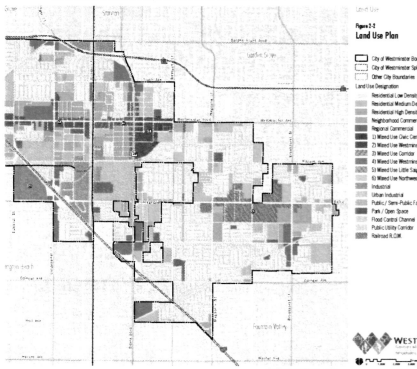
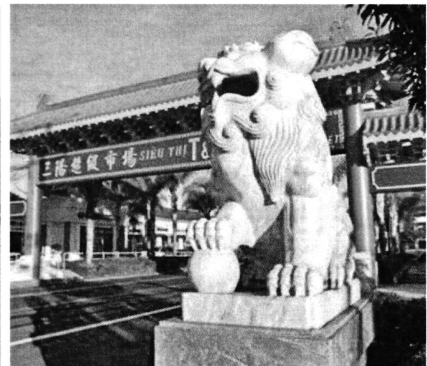
SUBMITTED JULY 1, 2020 - AMENDED JULY 20, 2020



along Westminster Boulevard. This 63-acre area is a key gateway into the community from 405 and is envisioned to be very pedestrian friendly, with 2-3 story brick, office, and residential buildings along both sides of the boulevard. The center of Downtown is anchored by Westminster Center, a regional commercial, shopping, and entertainment destination. Outdoor dining, public plazas, shade trees, public art, and enhanced building facades are all elements that should define the Downtown area as a very special place in Westminster. Retail uses should be concentrated along the ground floor of buildings bordering Westminster Boulevard and all intersections, and office or residential uses should be located on upper levels. Non-office retail, office, and residential uses are all permitted. Very limited light industrial uses may be appropriate adjacent to the freeway. A specific plan or series of multiple specific plans for the most appropriate programming tool to facilitate transitions in land use within this area. The Westminster Shared Center designation allows for residential densities up to 16 units per acre and an FAR of up to 1.0, but typical densities for Downtown are generally expected to range from 24 to 30 units, where the FAR is in addition to the residential density.



Left: The 'before and after' images on the left represent how Westminster Boulevard would look with the performance oriented 'Streetscape' with pedestrian, shade, and office uses. Outdoor dining, enhanced building facades, and/or mixed building forms together to create a series of places along the Boulevard.



**Submitted to:**  
City of Westminster  
ATTN: Alexa Smittle  
8200 Westminster Blvd.  
Westminster, CA 92683

**Submitted by:**  
De Novo Planning Group  
Contact: Amanda Tropiano, Principal  
180 E Main Street, Suite 108  
Tustin, CA 92780  
(714) 453-7711

# De Novo Planning Group



A Land Use Planning, Design, and Environmental Firm

July 1, 2020

Alexa Smittle  
Interim Community Development Director  
City of Westminster  
8200 Westminster Blvd.  
Westminster, CA 92683

**Subject: Cover Letter for Housing Element Update**

On behalf of De Novo Planning Group, thank you for the opportunity to submit this proposal to prepare the City of Westminster's 2021-2029 Housing Element Update. Based on our review of the RFP, our management team's familiarity with key local issues and opportunities, and deep experience working with jurisdictions across California to prepare housing elements, we are confident that we can prepare your updated Housing Element for certification by the California Department of Housing and Community Development (HCD) on-schedule and on-budget. Additionally, De Novo is currently working with the City to update its Zoning Code, and this Housing Element Update will most certainly involve a critical analysis of how the City's zoning requirements impact housing production; by working on both projects, De Novo can promote opportunities and efficiencies to connect these two projects.

We recognize that the City will need to approach this Housing Element Update in a way that is fundamentally different from past cycles. The City is essentially built-out with very limited (if any) vacant. And it is within this context that the City is now responsible for demonstrating the ability to accommodate more housing than before. The identification of adequate sites at higher densities and intensities will be a unique challenge associated with this Housing Element Update. Our solution-oriented team of creative housing element and general plan practitioners is excited to work with Staff and the community to address these challenges in a way that reflects local priorities while also meeting the City's obligations.

De Novo is a full-service land use and environmental planning firm and we are well-versed regarding implementation of the two extensive housing packages from 2017 (15 bills) and 2019 (18 bills), direction provided by the Governor's Office, California Attorney General's Office, and HCD regarding housing elements and, more broadly, plans and programs to increase the state's housing stock. We also continue to closely monitor pending legislation to be prepared for additional changes and advise our clients on upcoming issues.

The team is led by Principal Amanda Tropiano and Principal Planner Perry Banner, who will serve as co-Project Managers, providing the City with the highest level of principal attention. Beth Thompson, Principal, will serve as Project Director. Having worked on the City's recent comprehensive General Plan Update, Amanda is especially well-positioned to lead this effort and hit the ground running. We trust that the enclosed information is adequate for your evaluation, but should you need anything else, please do not hesitate to contact me at (714) 453-7711 or at [atropiano@denovoplanning.com](mailto:atropiano@denovoplanning.com).

Sincerely,

**Amanda Tropiano**  
Principal

# TABLE OF CONTENTS

---

<b>PROJECT UNDERSTANDING</b>	<b>04</b>
<b>PROJECT APPROACH</b>	<b>05</b>
<b>SCOPE OF WORK</b>	<b>06</b>
<b>SCHEDULE</b>	<b>17</b>
<b>KEY PERSONNEL</b>	<b>18</b>
<b>EXPERIENCE</b>	<b>30</b>
<b>REFERENCES</b>	<b>31</b>
<b>COST PROPOSAL</b>	<b>32</b>

---

# PROJECT UNDERSTANDING

We understand that the City of Westminster is seeking a qualified land use and environmental planning consultant to assist the City with an update to its Housing Element. The team must be well-versed in General Plan Updates, especially Housing Elements, public outreach and CEQA documentation, in order to tackle this project for the City of Westminster.

## **RHNA Allocation**

Like all other jurisdictions subject to Housing Element Updates as part of Cycle 6, the City of Westminster has not yet received its final housing allocation based on the Regional Housing Needs Assessment (RHNA). However, the City has received the draft RHNA based on the Southern California Association of Governments' (SCAG) final RHNA methodology.

We have formulated our schedule to accommodate the timing of the release of the final RHNA allocation (October 2020) to ensure the City is ultimately prepared to approve a Housing Element and receive State certification by the October 2021 deadline. The majority of initial work will revolve around sections of the Housing Element which do not rely on the RHNA. This specifically includes an assessment of current conditions and evaluation of socio-economic information.

**As part of this Housing Element Update, the City will be responsible for addressing its housing needs in a way that is fundamentally different than was employed in the previous cycle.** Clearly, in Cycle 5, the City's RHNA allocation of two units was easily accommodated. However, with a Cycle 6 RHNA allocation of 10,000 units (approximately a third of which are identified for low or very-low income) the City of Westminster is facing unprecedented decisions regarding how a largely built-out City can accommodate future growth. Moreover, we recognize that this discussion comes on the heels of the City's General Plan Update, which helped to establish a vision for the future of Westminster that emphasized the creation of new mixed-use activity centers throughout the City in key places like Little Saigon, the Civic Center, and Westminster Mall, for which a Specific Plan is currently underway. As part of the City's Housing Element Update, the team must be respectful of the public process facilitated as part of the General Plan Update, while navigating the community and the City's elected and appointed officials through a meaningful discussion regarding the City's ability to accommodate future growth.

The public process will be an important part of this Housing Element Update. As General Plan practitioners ourselves, we deeply appreciate the community's commitment to the recent General Plan Update. However, as part of this process, we will need to continue to engage the community in a more detailed conversation about the City's responsibility to accommodate its fair share of regional growth, and craft an approach that meets the City's obligations while continuing to reflect local priorities. This process is expected to include a meaningful educational component coupled with strategic in-person and on-line engagement opportunities to help identify appropriate sites, densities, product types, and housing priorities. This approach is further detailed in our scope of work.

## **CEQA Documentation**

There are a number of ways to approach the required environmental review associated with a Housing Element Update, depending largely on whether the City wants to process any necessary site rezones concurrent with adoption of the Housing Element or if the rezones will be undertaken at a later date (no later than 3 years following adoption of the Housing Element). At this time, we assume that the City will need to rezone sites to accommodate its RHNA, and that the rezoning of sites will happen concurrent with adoption of the Housing Element. As such, we find that preparation of a **Supplemental EIR** will be the most appropriate environmental document to support the Housing Element Update and any necessary site rezones. We also recognize that there may be opportunities to leverage the environmental document currently being prepared for the Westminster Mall Specific Plan, and we will look for any and all ways to maximize that work effort.

## PROJECT APPROACH

Our approach is grounded in deep General Plan and Housing Element Update experience, creative problem-solving, a solid quality control process, and strict adherence to the project schedule and budget.

### ■ ■ ■ Creative Problem-Solving

Planners are creative problem-solvers, and we consider ourselves particularly well-suited to this part of the job. De Novo's management team and technical staff value research and best practices but recognize that we often work on projects with a moving target. This is especially relevant to the current state of housing elements and housing law, where politics are playing an increasingly important role in how local jurisdictions maintain control of their local planning objectives. We believe that you know your city best and local agencies are best-suited to plan for their own housing needs. We will work with you to address local issues and concerns in creative ways that maximize local input to the extent feasible while also achieving State objectives and requirements. While we don't have a crystal ball, we are very flexible and responsive and are excited to tackle the City's Housing Element in a creative way.

### ■ ■ ■ Housing Element Experience

De Novo staff has prepared many State-certified Housing Elements and amendments. Specifically, our team members managed and/or served as the senior advisor for Housing Elements for the Cities of Arcata, Elk Grove, Escalon, Greenfield, Gridley, Half Moon Bay, Lone, Lakeport, Livingston, Paradise, Rancho Cordova, and Richmond, and the Counties of Colusa and Mendocino, all of which have been certified for compliance by the Department of Housing and Community Development.

Our housing-related experience includes the following: State-certified Housing Elements; HUD-approved Consolidated Plans and Action Plans; housing condition surveys; researching and preparing rental and ownership housing market studies for projects throughout the U.S.; and securing and administering a variety of affordable housing and community development projects and programs, including those funded by CDBG and HOME grants.

### ■ ■ ■ CEQA Experience

De Novo is a full-service planning firm with a long and robust CEQA practice. The firm's principal-level staff have successfully completed over 350 environmental projects consisting of environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, biological assessments, and wetland delineations throughout California. De Novo currently provides on-call CEQA services for a number of clients, including the cities of Lake Forest, Irvine, Santa Ana, West Hollywood, Brentwood, and Tracy. We believe that CEQA documents are a tool that the public and decision makers must be able to easily read and understand in order to thoughtfully consider potential impacts during their decision-making process. This means we write our documents to be clear, concise, and jargon-free.

### ■ ■ ■ The Right Team

Since its founding in 2008, General Plan Updates, Housing Elements, and CEQA documentation have been core components of De Novo's professional services. We bring to the table experience working with public agencies across California on comprehensive General Plan Updates, focused updates to select elements, housing element updates and support programs, and CEQA documentation. Upon completion of our policy planning work, we are regularly invited back to serve as on-call planning and CEQA consultants where we prepare NDs or MNDs tiered off of the General Plan EIRs we prepare, proving that the top-tier CEQA documents we prepare help streamline future project review. As an additional value to the City, De Novo's team includes Principal Amanda Tropiano. While employed at another planning firm, Ms. Tropiano managed preparation of the City's General Plan Update and EIR. Through this effort, Amanda became intimately familiar with the community's priorities, existing conditions, and land use opportunities. Amanda's local experience coupled with De Novo's expertise in Housing Element Updates helps make our team the right choice to tackle this project for the City of Westminster.

## SCOPE OF WORK

The Housing Element Update will be developed to meet the City's needs and changes in State law, bring stakeholders into the planning process, and ultimately result in the City being better positioned to accommodate the housing needs for all people.

### **TASK 1 PROJECT ADMINISTRATION**

#### **Task 1.1 Kickoff Meeting**

Within one week of receipt of a Notice to Proceed from the City, the De Novo team will have a kickoff meeting with City staff to discuss the following:

- » City preferences, method of communication, responsibilities, deliverables, etc.;
- » Collection of background documents, including GIS data;
- » Project schedule with project milestones; and
- » Direction from the State regarding changes to housing law since issuance of the RFP (if any).

#### **Deliverables:**

- » Meeting agenda and summary notes, including project goals, objectives, and action items

#### **Task 1.2 Project Schedule**

De Novo will finalize the project schedule within ten working days after the kickoff meeting (note that the schedule will be revisited periodically as additional information is available, including the City's final RHNA allocation). The schedule will detail all project tasks and milestones; community engagement efforts and public hearings; tribal consultation in compliance with SB 18 and AB 52; environmental review; HCD review and certification; and City staff review time.

#### **Deliverables:**

- » Initial project schedule; monthly updated project schedules

#### **Task 1.3 Project Coordination**

De Novo will facilitate progress meetings with City staff to ensure that the project is on time, on budget, and that any issues are quickly resolved. It is assumed progress meetings will be conducted throughout the duration of the project via conference call, with in-person meetings occurring when circumstances warrant.

#### **Deliverables:**

- » As-needed progress meetings, generally conducted bi-weekly; meeting summary notes

### **TASK 2 COMMUNITY OUTREACH PROGRAM**

Focused and meaningful community engagement is an important part of the public planning process. Government Code 65583(c)(9) requires a Housing Element Update outreach program to, "Include a diligent effort by the local government to achieve public participation of all economic segments of the community in the development of the housing element, and the program shall describe this effort." The key components of our community engagement program are described below.

#### **Task 2.1 Advertisements/Educational Materials**

We propose sharing project information on the City's existing Planning Division webpage (as opposed to a new stand-alone website separate from the City's own website). We also recommend posting project milestones on existing social media platforms, including the City's Nextdoor, Instagram and Facebook pages. We will prepare materials to invite key community stakeholders such as the Chamber of Commerce, school districts, and local and regional fair housing providers (many of which were likely involved in the last Housing Element Update) to participate.

De Novo will prepare graphics and text for posting information about workshops and meetings, as well as availability of draft documents, to existing City accounts and platforms. We assume that City staff will post the materi-

al online and print and deliver hardcopies as necessary (for example, if mailed letters on the City's letterhead need to be sent to select stakeholders). We will also prepare a project factsheet for posting online and to have available at future in-person activities. The factsheet will be available in English, Spanish, and Vietnamese.

### **Task 2.2 Virtual Community Workshop with Online Survey (2)**

To kick off the project, De Novo will plan and host a "virtual" Community Workshop for the public to gather feedback on housing priorities (Note: at this time we expect that this workshop will need to take place in an on-line format in response to prolonged social distancing requirements and/or recommendations. Should the meeting be able to take place in-person, that can be accommodated at no additional cost).

The virtual workshop will include a recorded video overview of the project and a series of engaging activities such as mapping exercises, visual preference surveys, and probing questions. To maximize participation, we expect that the virtual workshop will be available on-line for one month, and then the results will be summarized in a brief report and in the policy documents as appropriate. The virtual workshop will be conducted in English, Spanish, and Vietnamese.

A second virtual community workshop will be hosted later in the process, likely as an alternative platform to the community open houses. The exact timing and content for this workshop will be determined with staff.

We know that this effort may represent a new way of engaging the public in Westminster, but we are confident that we can lead a successful virtual community workshop which will be supplemented by an in-person Community Open House later in the process.

### **Task 2.3 Community Open Houses (4)**

Upon completion of the Public Review Draft Housing Element, we will host four Community Open Houses with stations for residents to visit to learn more about the policy documents. At this time, the public can provide comments on the Public Review Draft which will be summarized and shared with the Planning Commission and City Council during their deliberations. (Note, should it be possible to conduct in-person open houses earlier in the process, we would be happy to work with the City to identify an appropriate time to "move-up" the timeframe for one of the open houses). Spanish and Vietnamese translation will be provided.

#### **Deliverables for Tasks 2.1-2.3:**

- » Content for website and online engagement; project factsheet; preparation and facilitation for two (2) Virtual Community Workshops and four (4) Community Open House; one (1) online survey; public engagement summary report for Planning Commission and City Council consideration

### **Task 2.4 Housing Element Stakeholder Interviews (10)**

De Novo Planning Group will identify and facilitate up to 10 stakeholder interviews; these interviews may be one-on-one or small groups. While the final list of stakeholders requiring consultation will be determined in collaboration with Staff, we anticipate that specific property owners, business groups (BIA, ULI), local housing advocacy groups, and/or for-profit or nonprofit developers may be appropriate resources.

#### **Deliverables:**

- » Facilitation of up to ten (10) stakeholder interviews

### **Task 2.5 Public Meetings and Hearings**

De Novo's Principal and/or Principal Planner will facilitate two study sessions with the City Council, two meetings with the Planning Commission, and two public hearings with the City Council (this is in addition to the City Council study sessions). Should our participation in additional meetings be requested, De Novo would be happy to accommodate the City's request on a time-and-materials contract.

#### **Deliverables:**

- » Two (2) Study Session with Planning Commission and/or Council, Two (2) Hearing with Planning Commission, and Two (2) Hearing with City Council, including all meeting materials, large-format exhibits, presentation materials, and summary reports; attendance by Co-Project Managers

**Task 2.6 Every Door Direct Mailer**

To ensure maximum inclusivity in the planning process, we propose preparing and delivering a postcard-sized advertisement to every residential and business address in Westminster, including within the City boundaries and the Sphere of Influence. The trilingual mailer is envisioned to include the following information:

- » A brief message describing the project and objectives
- » A link to the project website/contact information
- » Information on how the public can get involved and provide input on the project

De Novo Planning Group will design the mailer and work with a local printer to prepare and deliver the mailers using the US Post Office Every Door Direct Mailer (EDDM) delivery system. The cost to facilitate this process is included in our fee proposal and is based on the real costs incurred by the City on other recent direct mailings. This task includes preparation, printing, coordination with the USPS EDDM program, and delivery (postage).

**Deliverables:**

- » One postcard sized direct mailer, two-sided, in black and white; English, Vietnamese, and Spanish language; mailers printed and delivered to every residential and business address in the Planning Area

**TASK 3 DRAFT HOUSING ELEMENT**

De Novo is committed to providing the City with a useful and understandable Housing Element that embodies the goals and priorities of the City and is consistent with State requirements (Government Code Section 65583). Preparation of the Housing Element will include, but not be limited to, the subtasks outlined below.

**Task 3.1 Review of Current Housing Element**

De Novo will review and evaluate the 2014-2021 Housing Element, General Plan, and other supporting materials and provide an analysis, including suggested modifications to policies as necessary. Based on the effectiveness of the existing document and communication with City staff, we will identify policies and programs that should be retained as well as those that should be revised or replaced. This task will translate into a Housing Element section that will include a narrative that discusses: 1) the actual results of the current Housing Element compared to its goals, policies, and implementation measures; and 2) significant differences between objectives and actual achievements.

**Deliverables:**

- » Comprehensive analysis of existing housing programs

**Task 3.2 Projected Housing Needs Assessment**

To prepare a meaningful Housing Element, existing conditions must be understood and documented. De Novo will assess the housing needs of the City based on the characteristics of the City's population and its existing housing inventory. The needs assessment will meet the requirements of Government Code Section 65583(a)(1,2,7) and will be based on available data, including the U.S. Census, Department of Finance estimates, Employment Development Department data, Department of Developmental Services data, and Point-in-Time reports. This work effort will include the following.

- » Population and employment trends
- » Household and housing characteristics
- » Existing housing conditions
- » At-risk housing
- » Special needs groups
- » Regional housing needs

**Deliverables:**

- » Completed projected housing needs assessment

**Task 3.3 Site Inventory of Land Suitable for Residential Development**

De Novo will analyze the sites from the Cycle 5 sites inventory, determine whether they have been developed since the adoption of the Housing Element in 2013, and if so, how many units were approved and income levels they were affordable to. De Novo will analyze the relationship of zoning and public facilities and services to the sites. This task will include all analysis needed to comply with recent updates to State housing law. A new map of the sites will be included in the Housing Element.

De Novo fully expects that the City will need to identify additional sites in order to address the Cycle 6 RHNA. We will work with the City to identify approaches that are suitable in Westminster including further evaluation of mixed-use opportunities, lot consolidation, intensification of sites, and accessory dwelling units (ADUs).

This section will meet the requirements of Government Code Section 65583(a)(3) and will include the following required topics:

- » Comprehensive site inventory

**Task 3.4 Constraints**

The Housing Element will identify available resources, including land, funding, and housing programs, available to meet the City's housing needs. Constraints to meeting housing needs, including governmental constraints (land use controls, parking standards, etc.) and non-governmental constraints (environmental, availability of financing, etc.), will be described. As part of the Housing Element, De Novo will develop a program to reduce constraints, where appropriate and feasible.

This section will meet the requirements of Government Code Section 65583(a)(4,5,6,8,9) and will include the following required topics:

- » Financial and other resources
- » Residential energy conservation
- » Fair housing assessment
- » Governmental constraints
- » Non-governmental constraints

**Deliverables:**

- » Analysis of constraints

**Task 3.5 Goals, Objectives and Implementation Plan**

De Novo will present goals, objectives, policies, and implementation measures to address identified housing needs and constraints consistent with the requirements of Government Code Section 65583(b,c). The approach to meeting the City's housing needs will be developed while considering: 1) remaining relevant to a mostly built-out community; 2) protecting important resources, including historic resources and water supply; and 3) promoting sustainability and walkability. The implementation plan will identify sustainable housing policies and programs based on City staff, public and stakeholder input, City guidance, and the needs identified in the needs and constraints analyses. De Novo will discuss the proposed revisions to the City's existing goals, policies, and programs with City staff, and De Novo will also present for discussion additional policies and strategies that fit the unique needs and character of Westminster.

Implementation measures will address both short and long-range strategies and may include development controls, regulatory incentives, constraint-removal programs, fair housing programs, and sources of affordable housing funding. The implementation measures will identify parties responsible for implementation, a timeframe for implementation, and funding sources. Where appropriate, phasing and financing options will be identified. Implementation measures will reflect recent legislation and will address the following issues at a minimum:

- » Conserve and improve existing housing stock
- » Promote housing opportunities for all persons in the City, including provision of adequate sites to accom-

- moderate the Regional Housing Needs Allocation, development of housing to meet the needs of lower- and moderate-income households, and affirmatively furthering fair housing
- » Address housing needs of special needs populations
- » Preserve assisted living housing
- » Regional housing needs determination and five-year quantified objectives
- » General Plan and Zoning Code consistency
- » Sustainability and efficiency, including energy efficiency, green building practices, progressive energy and water conservation approaches, and requirements of AB 32
- » Removal of constraints (where appropriate and feasible)

**Deliverables:**

- » Develop a comprehensive set of housing programs and policies

**Task 3.6 General Plan Consistency**

We will review proposed policies, implementation measures, maps, and figures for internal consistency with all elements of the City's General Plan and identify any necessary amendments to other General Plan elements in order to create consistency with the updated Housing Element. This task will also involve an identification of any other amendments to the General Plan which are triggered by an update to the Housing Element. **Should any amendments to the General Plan land use designations be required to address adequate sites, any work needed to complete such amendments will be performed as an optional task with an additional budget to be determined after the nature and scope of the amendments are determined.**

**Deliverables:**

- » Revisions to policies, implementation measures, maps, and figures within the General Plan for internal consistency.

**Task 3.7 Administrative Draft of Housing Element**

De Novo will incorporate the prior work components into comprehensive, formatted Administrative Draft of the Housing Element. We will coordinate with City staff to ensure adequate time for review and discussion of revisions for each element. We request that we receive one consolidated set of City comments.

**Deliverables:**

- » One (1) electronic copy in Word and PDF of each of the Administrative Draft Housing Element

**Task 3.8 Public Review Draft of Housing Element**

We will incorporate the City's comments on the Administrative Draft Housing Element and create a Public Review Draft which will be subject to the statutory 60-day HCD review period for the Housing Element. Per the RFP, De Novo will facilitate distribution to HCD. It is our assumption that City staff will facilitate distribution to the City Council and the Planning Commission for review and comment; however, we are prepared to assist with the document distribution. We expect that De Novo and City staff will work collaboratively to facilitate review by the public, as described in Task 2.

**Deliverables:**

- » Five (5) bound copies and one (1) electronic copy in Word and PDF of each of the Draft Housing Element

**Task 3.9 Final Draft of Housing Element Amendments**

De Novo will incorporate City and HCD comments into a Final Housing Element. The Final Housing Element will be considered by the Planning Commission and City Council. During this process, De Novo will prepare revisions to the Final Housing Element as necessary to address comments from decision-makers. Following City Council adoption, the Housing Element will be submitted to HCD for certification.

**Deliverables:**

- » Twenty (20) bound copies, one (1) electronic copy in Word and PDF of the Final Housing Element

**Task 3.10 State Certification and City Adoption**

De Novo will coordinate closely with HCD in order to receive a letter indicating that the updated Housing Element complies with State law. Our approach to working with HCD is to be very responsive to HCD's preliminary comments and requests. HCD typically schedules a conference call with the consultant and City staff to identify concerns with the Housing Element prior to issuing its formal comment letter. We have found that by attending these meetings in person at HCD's offices (attended by staff in our Sacramento area office) and discussing potential revisions during the meeting, multiple issues can be resolved and better direction is received from HCD. Following this meeting, De Novo will immediately prepare revised text for City and HCD staff to review and consider before the formal letter goes out. In this manner, we work to resolve issues during the review period in order to reduce the number of formal comments received from HCD.

Upon receipt of HCD's formal comments, we will prepare proposed revisions and provide them to City staff for review. Throughout this task, De Novo will be available for in-person meetings with HCD staff at HCD's offices in Sacramento. Once HCD indicates that their concerns are addressed, we will prepare a Revised Draft Housing Element for formal submission to HCD and, with their approval, the Housing Element will be ready for adoption.

**Deliverables:**

- » Ongoing coordination with HCD to receive Housing Element certification

**TASK 4 ENVIRONMENTAL REVIEW**

As described in our Project Understanding, the City has several options regarding how to approach environmental review of the Housing Element. For purposes of this proposal, we assume that the City will choose to undertake the rezoning of sites, as necessary to accommodate its RHNA, concurrent with adoption of the Housing Element. This discretionary action has the potential to create impacts to the environment above and beyond those which were considered in either the General Plan EIR and/or the Westminster Mall Specific Plan EIR. However, these new impacts will be focused in several key areas, and as such, we recommend that the City prepare a **Supplemental Environmental Impact Report to the certified General Plan EIR**.

**Task 4.1 Notice of Preparation and Public Scoping**

De Novo will prepare a Notice of Preparation (NOP) which will include a description of the project, location of the project, and possible environmental effects of the project in accordance with CEQA Guidelines Section 15082. The draft NOP will be submitted to the City for review. Based on City comments, we will revise the NOP prior to distribution by the City. This task includes filing the NOP with the State Clearinghouse, the County Clerk, and mailing the NOP to a City-approved Distribution List. For budgetary purposes, this task includes the County Clerk filing fee and mailing to a maximum of 30 notices to affected agencies and interested parties. However, we assume the City will publish any required newspaper notices and radius mailings for the Project. Comments received in response to the NOP will be evaluated during the preparation of the Supplemental EIR.

As part of this task, we will also prepare for and facilitate one public scoping meeting, including all meeting material. The Scoping Meeting will be led by the Project Manager and Co-Project Manager.

**Deliverables:**

- » Notice of Preparation (electronic version of Draft, Revised Draft, and up to 30 hardcopies of NOP for public review); Five hardcopies of NOP for City; Fifteen CDs or Thumb Drives with NOP, State Clearinghouse Summary Form, and Notice of Completion Transmittal Form; Filing of NOP at County Clerk.

**Task 4.2 Review and Analysis of the General Plan EIR**

De Novo will review the General Plan EIR certified in December 2016. This includes a thorough review of the analysis, impact findings, and mitigation identified in this EIR to confirm the topics which will require supplemental analysis, and, if necessary, mitigation will be required as part of the Supplemental EIR to address the Housing Element and site rezoning.

**Deliverables:**

- » Summary Memorandum identifying those sections which require additional analysis

**Task 4.3 Technical Studies**

We expect to prepare technical studies related to Air Quality, Greenhouse Gas Emissions, Noise, Traffic and Tribal Consultation to support the findings of the Supplemental EIR.

*Task 4.3.1 Air Quality*

The Project is located within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The Project may result in short-term construction-related emissions and long-term operational emissions, primarily attributable to emissions from vehicle trips and from energy consumption by the increased level of residential uses. The Air Quality analysis will include the following:

- » Regional air quality and local air quality in the vicinity of the Project will be described. Meteorological conditions that could affect air pollutant dispersal or transport will be described. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed.
- » Short-term (i.e., construction) increases in regional criteria air pollutants will be quantitatively assessed. The California Air Resources Board (CARB)-approved CalEEMod computer model will be used to estimate regional mobile source and particulate matter emissions associated with construction activities.
- » Long-term (operational) increases in regional criteria air pollutants will be quantitatively assessed for area source, mobile sources, and stationary sources. The CARB-approved CalEEMod computer model will be used to estimate emissions associated with the Project. Exposure to odorous or toxic air contaminants will be assessed through a screening method as recommended by the SCAQMD.
- » Local mobile-source CO concentrations will be assessed through a CO screening method as recommended by the SCAQMD. Mobile source CO concentrations are modeled for signalized intersections expected to operate at unacceptable levels of service (i.e., LOS E or worse). If the screening method indicates that modeling is necessary, upon review of the traffic analysis, CO concentrations will be modeled using the Caltrans-approved CALINE4 computer model.

*Task 4.3.2 Greenhouse Gas Emissions*

De Novo's in-house Environmental Scientists will prepare a Greenhouse Gas Emissions analysis pursuant to the requirements of Executive Order S-3-05 and the Global Warming Solutions Act of 2006 (AB 32). The analysis will follow the California Air Pollution Control Officers Association (CAPCOA) white paper methodology and recommendations presented in Climate Change & CEQA, which was prepared in coordination with the California Air Resources Board and the Governor's Office of Planning and Research as a common platform for public agencies to ensure that GHG emissions are appropriately considered and addressed under CEQA. The analysis will meet all of the requirements of CEQA Guidelines Section 15064.4. This analysis will consider both a local and a regional approach toward determining whether GHG emissions are significant and will present mitigation measures to reduce impacts, consistent with the guidance and significance thresholds provided by the SCAQMD.

The discussion and analysis will include quantification of GHGs generated by the Project using the latest version of the CalEEMod computer model as well as a quantitative analysis of the Project's consistency with any applicable state and local plans, including all applicable Westminster General Plan policies and the Westminster Municipal Code. The discussion will also include a qualitative analysis, where applicable.

*Task 4.3.3 Noise*

De Novo has teamed with MD Acoustics to prepare a noise study for the Project. The study will involve the following components:

Background Review and Baseline Conditions. Review relevant project and site background information, base graphics showing the site vicinity, the proposed project and adjacent land uses.

Discuss with the Project Team Project details including, the Technical Noise Study approach, the existence of any known noise producers that need to be addressed within the technical study and the best locations for noise measurements. Visit the City and perform up to two (2) 24-hour noise measurements (long-term) and up to eight (8) 10-minute noise measurements (short-term) and document baseline conditions.

**Construction Noise and Vibration.** Evaluate the potential for construction noise impacts associated with possible development associated with implementation of the Housing Element and the rezoning of sites on a programmatic level; determine if they are likely to exceed applicable City standards at sensitive receptors; and recommend mitigation measures to help reduce impacts to sensitive receptors, if necessary. Evaluate the potential for ground borne vibration impacts that may be associated with the project on a programmatic level; determine if they are likely to result in vibration damage or annoyance or exceed applicable City standards at sensitive receptors; and recommend mitigation measures to help reduce impacts to sensitive receptors, if necessary.

**Traffic Noise.** Calculate existing and existing plus project traffic noise levels affected by the land use changes using FHWA modeling techniques. Calculate future traffic noise impacts associated with Existing and Buildout of the project using SoundPLAN noise model. Acoustically significant General Plan roadways will be included in this effort. Provide traffic noise contour maps that graphically represent existing and buildout traffic noise modeling results in the project area. Summarize traffic noise modeling results and evaluate them in light of the City's Noise Compatibility Matrix.

**Operational Noise.** Qualitatively discuss any potential operational noise impacts from noise generating land uses to adjacent noise sensitive uses in light of the City's noise ordinance.

**Technical Noise and Vibration Report.** Provide a written report that documents the existing noise environment; predicts the future noise environment; and discusses project noise impacts in light of the City's General Plan, Code of Ordinances, and the CEQA significance thresholds as presented in Appendix G of the CEQA Guidelines.

#### *Task 4.3.4 Traffic Study*

De Novo has teamed with Kittelson and Associates, Inc., to prepare the Traffic Study for this project. This scope of work assumes that the Housing Element Update will be analyzed at the citywide plan level as opposed to analyzing each site individually; in addition, it assumes that we will work with the City of Westminster to develop appropriate vehicle miles traveled (VMT) impact thresholds if the City has not adopted SB 743-consistent transportation impact analysis guidelines at the time analysis is being conducted.

#### **Coordination and Modeling**

Given that this project is a citywide land use plan, it will require preparing project-specific run of the Orange County Transportation Analysis Model (OCTAM). Kittelson will work with De Novo and the City to obtain the necessary land use data for the project, consisting of the anticipated net change in single-family and multi-family dwelling units compared to the existing uses and the currently-approved land use plan at each site. Kittelson obtain the latest version of OCTAM from OCTA and run the model scripts to obtain the citywide VMT data. In addition, Kittelson will work with OCTA to also obtain the following OCTAM data:

- » Roadway volumes from the existing/base year travel demand model
- » Roadway volumes from the future travel demand model (which reflects the current General Plan conditions)
- » Roadway volumes from the future travel demand model with the project input

#### **CEQA VMT Analysis**

Kittelson will conduct a VMT analysis of the project consistent with standard approaches for analyzing area plans. We will conduct the analysis consistent with the City's VMT guidelines or, if the guidelines are not ready at this time, will propose impact thresholds to the City. Potential impact thresholds for assessing a citywide housing element could include:

- » A significant impact will occur if the project generates VMT per resident and/or VMT per employee in the future plus project scenario that exceeds levels under existing conditions.

- » A significant impact will occur if the project generates VMT per service population (residents + employees) in the future plus project scenario that exceeds levels under existing conditions.
- » A significant impact will occur if the project generates VMT per resident and/or VMT per employee in the future plus project scenario that exceeds levels under the future no project/previous plan scenario.
- » A significant impact will occur if the project generates VMT per service population (residents + employees) in the future plus project scenario that exceeds levels under the future no project/previous plan scenario.

If the VMT analysis results in significant impact findings, Kittelson will develop mitigation measures designed to reduce VMT to less-than-significant levels. These mitigation measures can include community-level improvements such as bicycle, pedestrian, and transit infrastructure improvements. Mitigation will be calculated using the California Pollution Control Officers Association (CAPCOA) "Quantifying Greenhouse Gas Mitigation Measures" (2010) and more recent VMT reduction and transportation demand management (TDM) research.

#### **Local Transportation Analysis**

Kittelson will assess level of service (LOS) at up to 15 intersections in the city as part of non-CEQA local transportation analysis, using methodologies consistent with the City's General Plan Mobility Element. This scope of work assumes that the City can provide traffic counts from recent efforts and no new data will be collected. Project trips from each site will be assigned to the roadway network based on the traffic patterns and trip distributions derived from the OCTAM model runs and travel patterns from the existing traffic counts.

Given that this is a plan-level analysis, site-specific analyses such as site access, on-site circulation, driveway sight distance and queuing, and parking will not be conducted.

#### **Documentation**

Kittelson will document the results of the CEQA VMT analysis and non-CEQA LOS analysis in a draft transportation impact analysis, to be updated and finalized based on one round of comments by City staff. In addition, Kittelson will review the summary of the transportation impact analysis that will be included in the overall environmental document.

Upon the completion of the environmental documentation, Kittelson will attend up to one (1) Planning Commission hearing and up to one (1) City Council hearing for the project.

#### **Assumptions**

It should be noted that OCTA will provide the OCTAM model script for our use; however, there will be Kittelson staff time to code the land uses into the model and extract the relevant data. In addition, it is assumed that all analysis locations will be those already addressed in recent transportation analyses in the city; any new analysis locations will have an additional cost (including data collection and intersection configuration/signal timing parameters).

#### *Task 4.3.5 Tribal Consultation (AB 52 and SB 18)*

De Novo, will assist the City of Westminster with Native American government-to-government consultation in accordance with AB 52 and SB 18. SB 18 assistance will include preparation of an SB 18-specific NAHC Sacred Lands File search request, draft letter, and map for Native American tribal government contacts, as well as providing the City with a tracking sheet and instructions for successful SB 18 consultation. Native American contacts have 90 days to respond and request further consultation. For AB 52, De Novo assumes the City's notification list is the same as for recent projects. De Novo will draft letters and maps for Native American tribal government contacts, as well as provide the City with a tracking sheet and instructions for successful AB 52 consultation. Although AB 52 consultation is nearly identical to SB 18 consultation, the key differentiators are that AB 52 typically has a smaller list of tribal contacts and Native American contacts have 30 days to respond and request further consultation under AB 52. De Novo will encourage the City to expedite the SB 18 process through coordinated outreach.

#### **Deliverables:**

- » Administrative and Final Drafts of all Technical Studies; AB 52 and SB 18 tribal consultation, as required.

**Task 4.4 Administrative Draft Supplemental EIR**

De Novo will prepare the Supplemental Draft EIR for City review. It is anticipated that the Supplemental Draft EIR will contain the following sections:

- » Table of Contents: A list of the contents, tables, and figures.
- » Project Description: This will include an overview of the project and its components along with applicable goals, policies, actions, and map revisions that have the potential to result in an environmental impact.
- » Environmental Impact Analysis: The Supplemental EIR will evaluate the potential environmental impacts of the project that were not considered with the existing General Plan EIR was drafted. The Supplemental EIR will explain the basis for maintaining the previous EIR's analysis and conclusions (i.e., cultural resources, mineral resources), where appropriate, and why the Supplemental EIR does not provide further analysis in such instances. Additionally, this section will include the necessary discussion to substantiate the City's decision to prepare a Supplemental EIR as the appropriate CEQA document for implementation of the Housing Element and associated zone changes, relative to the CEQA Guideline provision that "only minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the changed situation" (CEQA Guidelines Section 15163).
- » Other CEQA Requirements, including Cumulative Impacts, Growth-Inducing Impacts, Significant and Unavoidable Impacts, Alternatives, and Other Chapters.

The City will be provided a comprehensive complete package of the Administrative Draft Supplemental EIR for review and comment. We expect that the City will provide De Novo with one consolidated set of comments on the Administrative Draft.

**Deliverables:**

- » Administrative Draft Supplemental EIR (electronic only)

**Task 4.5 Public Review Draft Supplemental EIR**

Subsequent to City review of the Administrative Draft Supplemental EIR, De Novo will prepare a Public Review Draft Supplemental EIR, which incorporates additions and changes identified by the City. It is assumed that changes will be minimal due to close coordination and consultation with the City. De Novo will submit an electronic copy of the Public Review Draft Supplemental EIR with revisions made in tracked changes for the City's final review prior to distribution.

In addition, the Notice of Completion (NOC) and Notice of Availability (NOA) will be prepared for submittal to the State Clearinghouse and the County Clerk, and for distribution to the City-approved distribution list. De Novo will file the notices with the State Clearinghouse and County Clerk. Our budget includes the County Clerk filing fee. However, we assume the City will publish any required newspaper notices and radius mailings for the Project.

**Deliverables:**

- » Public Review Draft Supplemental EIR (15 hard copies with Appendices provided electronically)

**Task 4.6 Public Comment and Response**

Once the mandatory 45-day public circulation period has ended, De Novo will meet with City staff to review the comment letters received on the Draft Supplemental EIR and discuss direction for responses to comments. De Novo will then prepare the response to comments document, which will be submitted to the City for review. De Novo will then make any required revisions/ additions. Once approved, De Novo will deliver the response to comments document to the City for circulation to commenting public agencies prior to the certification of the Final Supplemental EIR. Revisions to the Draft Supplemental EIR will be made, if necessary, based on public and agency comments and collaboration with City staff.

At this time, the extent of public and agency comments that will result from the review process is unknown. This task identifies a maximum budget allocation to prepare the responses to comments by the De Novo team. Should the level of comments and responses exceed our budgeted estimate, De Novo will submit additional

funding requests. The scope of work does not assume supplemental technical studies or extensive additional analysis will be required to provide responses to comments. If it is determined that supplemental technical studies or additional analysis are needed, De Novo will work with the City to determine the associated scope of work and additional funding necessary.

**Deliverables:**

- » Draft Responses to Comments (electronic version of Administrative Draft, Revised Draft and Final Responses to Comments)

**Task 4.7 Final Supplemental EIR and Certification**

De Novo will compile the Draft Supplemental EIR and Response to Comments document along with any revisions in response to City comments into consolidated Final Supplemental EIR document. De Novo will work closely with the City's staff and legal counsel, and will prepare a Statement of Overriding Considerations, if required.

De Novo will prepare and file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse within five days of EIR certification. Our budget excludes the filing fees for the County Clerk and California Department of Fish and Wildlife (CDFW), if required.

**Deliverables:**

- » Final EIR (electronic version of Draft and Final)
- » Five hardcopies of the Final EIR (including the Final Responses to Comments, Mitigation Monitoring Program, and Errata, if necessary) for City
- » Statement of Overriding Considerations (electronic version of Draft and Final)
- » Notice of Determination (electronic version)

**TASK 5 MARKET AND ECONOMIC SUPPORT**

In concert with preparation of the City's updated Housing Element, De Novo has asked Economic and Planning Systems (EPS) to support the effort by providing value-added market and economic services as part of the work program. While we believe that these tasks would be beneficial for the City to include as part of the work program, they could be made optional if needed. However, for the purposes of this proposal and budget, they have been included as part of the core work program.

**Task 5.1 Housing Construction Cost Estimates**

EPS will assist De Novo Planning in estimating housing construction costs, as required in the Housing Element. The analysis will be based on (1) a review of vender-based cost estimating manuals and (2) interviews with selected housing developers / builder active in the Orange County region. The analysis will also account for local permits and fees applicable to new housing development in Westminster.

**Deliverables:**

- » Input as-needed for Housing Element

**Task 5.2 Inclusionary Housing White Paper**

EPS will prepare a brief White Paper on the economic implications of inclusionary housing policies. The paper will include (1) a review of inclusionary housing policies elsewhere in California, with a focus on Orange County and (2) a financial analysis of its impact on development feasibility for various residential product types (e.g. rental versus for-sale and project scale / density considerations). The White Paper will be designed to inform the inclusionary policies being considered for the Westminster Housing Element, including sensitivity analysis on the financial impact of different inclusionary levels or percentages on residential development. EPS will prepare a Final White Paper that incorporates internal review from De Novo Planning and one round of consolidated comments from City staff.

**Deliverables:**

- » Draft and Final Inclusionary Housing White Paper

# SCHEDULE

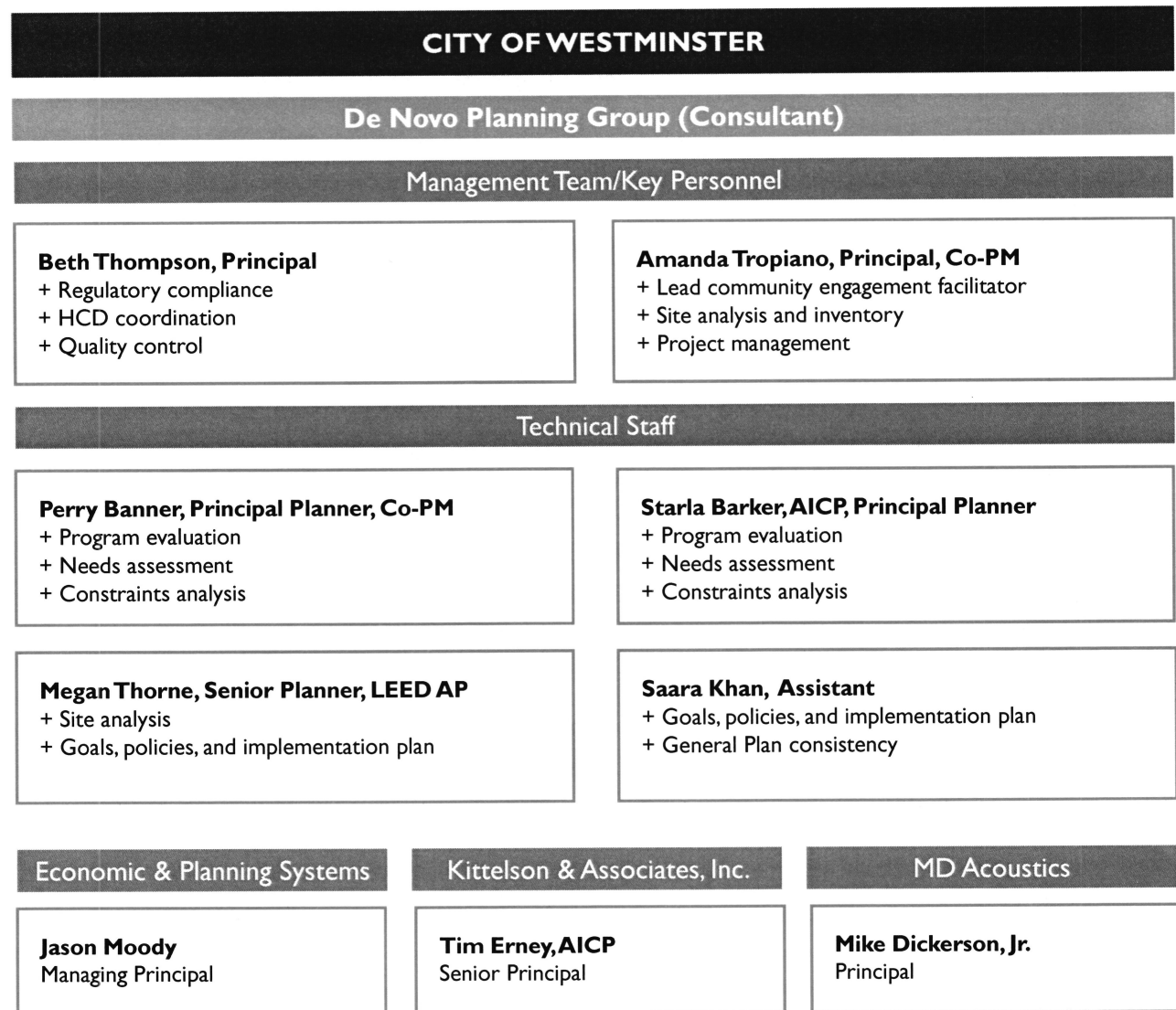
The work program proposed can be accomplished within approximately 16 months, allowing for project adoption by October 2021 as required by State Law.

TASK DESCRIPTION	PLAN START	PLAN END	2020					2021										
			A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N
<b>Project Schedule</b>	7/1/2020	10/15/2021																
Contract Award	8/1/2020	8/1/2020																
Task 1: Project Administration	8/1/2020	10/15/2021																
Task 1.1: Kickoff Meeting	8/1/2020	8/15/2020																
Task 1.2: Project Schedule	8/1/2020	8/15/2020																
Task 1.3: Project Coordination	8/1/2020	10/15/2021																
Task 2: Housing Element Amendment	8/1/2020	10/15/2021																
Task 2.1: Advertisements/Educational Materials	8/1/2020	10/15/2021																
Task 2.2: Virtual Housing Workshops (2)	9/1/2020	9/30/2020																
Task 2.3: Community Open Houses (4)	4/1/2021	4/30/2021																
Task 2.4: Stakeholder Interviews (10)	8/1/2020	8/30/2020																
Task 2.5: Study Session and Public Hearings	9/1/2020	9/30/2021							SS								PC	CC
Task 2.6: Every Door Direct Mailer	10/1/2020	10/31/2020																
Task 3: Housing Element Amendment	7/1/2020	10/15/2021																
Task 3.1: Review of Current Housing Element	8/1/2020	8/30/2020																
Task 3.2: Housing Assessment and Needs Analysis	8/1/2020	8/31/2020																
Task 3.3: Adequate Sites Analysis	8/1/2020	9/30/2020																
Task 3.4: Resources and Constraints	8/1/2020	10/31/2020																
Task 3.5: Goals, Objectives and Implementation Plan	10/1/2020	12/31/2020																
Task 3.6: General Plan Consistency	1/1/2021	1/31/2021																
Task 3.7: Administrative Draft Element	8/1/2020	12/31/2020																
Task 3.8: Public Review Draft Element	1/1/2021	3/15/2021																
Task 3.9: Final Draft of Housing Element	4/1/2021	7/31/2021																
Task 3.10: State Certification and City Adoption	10/1/2021	10/15/2021																
Task 4: Environmental Review	7/1/2021	8/15/2021																
Task 4.1: Notice of Preparation and Public Scoping	10/1/2020	10/30/2020																
Task 4.2: Review and Analysis of the General Plan EIR	10/1/2020	10/30/2020																
Task 4.3: Technical Studies	11/1/2020	12/30/2020																
Task 4.4: Admin Draft Supplemental EIR	11/1/2020	4/30/2021																
Task 4.5: Public Review Draft Supplemental EIR	5/1/2021	5/30/2021																
Task 4.6: Public Comment and Response	6/1/2021	7/15/2021																
Task 4.7: Final Supplemental EIR and Certification	7/16/2021	8/15/2021																
Task 5: Market and Economic Support	9/1/2020	11/30/2020																
Task 5.1: Housing Construction Cost Estimates	9/1/2020	9/30/2020																
Task 5.2: Inclusionary Housing White Paper	10/1/2020	11/30/2020																

# KEY PERSONNEL

De Novo Planning Group will serve as the Consultant and lead preparer of the Housing Element. Our team is supported by Economic and Planning Systems, Kittelson & Associates, Inc., and MD Acoustics. The De Novo project team will be under the account management direction of Principal Beth Thompson who will be supported by the Project Managers Amanda Tropiano and Perry Banner. De Novo's management team will be supported by additional principal-level staff and technical team members with expertise working with the City of Westminster on its General Plan Update as well as on Housing Element Updates for agencies across the state.

Below is an organizational chart outlining the roles and responsibilities of key De Novo staff and our subconsultants. Resumes are included on the following pages.



# Beth Thompson

## PRINCIPAL



Beth is a principal with De Novo with over 19 years of professional planning experience. Her responsibilities include general plan preparation and management, senior review of environmental documents, environmental planning, Housing Element updates, policy document preparation, and contract planning. Beth specializes in community planning as well as CEQA and NEPA compliance. Her experience includes the preparation and management of numerous General Plan projects. She also has extensive experience preparing and managing General Plan EIRs, development EIRs for a range of project types from ski resort master plans to hospital facilities to subdivisions. Beth is an industry leader in the field of Housing Elements and General Plans, and she has a proven track record of successfully completing environmental and planning documentation for complex projects. While with Laurin Associates (now a subsidiary of Raney Planning and Management) Ms. Thompson prepared over sixty housing feasibility and market studies for single family and multifamily residential projects in urban and rural areas throughout the US, and Palestine). The market and feasibility studies identified market demand for the proposed housing types, estimated capture rates, identified applicable fees, and known constraints to development.

### EDUCATION

**BS, Environmental and Resource Science,**  
University of California, Davis

### ORGANIZATIONS

American Planning Association

### RELEVANT PROJECT EXPERIENCE

**Housing Element Update,**  
City of Temecula

**General Plan Update, Housing Element, and EIR,**  
City of Brentwood

**General Plan and Zoning Code Update, Housing Element, and EIR,**  
City of Sebastopol

**General Plan Update, Housing Element and EIR,**  
City of Cotati

**General Plan Update, Housing Element, Zoning Code Update and EIR,**  
Colusa County

**General Plan Update EIR and Climate Action Plan,**  
City of Foster City

**Sustainability Element and Climate Action Plan EIR,**  
City of Elk Grove

**General Plan Update and EIR, General Plan Annual Report, General Plan Implementation Plan, Housing Element Updates, and EIR Addendum**  
City of Lakeport

**General Plan Update, Climate Action Plan, and EIR,**  
City of Campbell

**General Plan Update and EIR,**  
City of Milpitas

**General Plan Update and EIR,**  
City of Manteca

**Housing Element,**  
City of Half Moon Bay

**Housing Element,**  
City of Escalon

**Housing Element,**  
City of Oakley

**Housing Element,**  
Town of Paradise

**Housing Element,**  
City of Ripon

**Housing Element,**  
City of Winters

**Redevelopment Plan EIR,**  
City of Rancho Cordova

**Northstar Highlands Program and Project EIR,**  
Placer County

**Northstar Village EIR,**  
Placer County

**Resort at Squaw Creek SEIR,**  
Squaw Valley Public Services District

**Moody Flats Mine EIR,**  
Shasta County

**De Novo Planning Group**

A Land Use Planning, Design, and Environmental Firm

# Amanda Tropiano

## PRINCIPAL



Amanda Tropiano is a principal with De Novo Planning Group and is responsible for leading the firm's Southern California practice. With over 15 years of professional planning experience in the region, Amanda has successfully managed a wide variety of land use and environmental planning projects for public and private sector clients, including numerous General Plans, specific plans, corridor plans, strategic plans, sustainability programs, visioning projects, transit-oriented development plans, zoning documents, outreach programs, and CEQA projects. Amanda is also an IAP2 trained public outreach practitioner and has completed project management training with PSMJ. Amanda consistently brings to the table her passion, creativity, and strategic thinking to make sure every project exceeds her client's expectations. Amanda also supports the land use due diligence efforts of clients throughout southern California and assists with navigating public agency planning procedures, reviewing existing regulatory direction, facilitating the entitlement process, and serving as a liaison between public agencies and private developers.

### EDUCATION

**MA, Urban and Regional Planning,**  
University of California, Irvine

**BA, Urban Studies and Planning,**  
University of California, San Diego

**BA, Political Science: Comparative  
Politics,**  
University of California, San Diego

**Study Abroad Program,**  
University of Sussex

### ORGANIZATIONS

Urban Land Institute

International Association for Public  
Participation (IAP2)

American Planning Association  
Congress for New Urbanism

### RELEVANT PROJECT EXPERIENCE

**General Plan Update and EIR,**  
City of Lake Forest

**General Plan Update and EIR,**  
City of La Verne

**General Plan Update, Housing  
Element, and EIR,**  
City of San Jacinto

**Housing Element Update**  
City of Temecula

**Housing and Safety Element Update**  
City of Stanton

**General Plan Update, Housing  
Element, Zoning Update, and EIR,**  
City of Lawndale

**General Plan Update, Housing  
Element, Zoning Update, and EIR,**  
City of San Marcos

**Focus General Plan Update and EIR,**  
City of Glendale

**General Plan Update and EIR,**  
City of Campbell

**General Plan Update and EIR,**  
City of Westminster\*

**General Plan Update and EIR,**  
City of Menifee\*

**General Plan Update, Housing  
Element and EIR,**  
City of Yucaipa\*

**General Plan Update and EIR,**  
City of Clovis\*

**General Plan Update and EIR,**  
City of Industry\*

**Irvine Sustainable Operations  
Strategic Plan,**  
City of Irvine\*

**SAVI Ranch Land Use and Mobility  
Vision Plan,**  
City of Yorba Linda\*  
**Vision Plan,**  
City of Carson\*

**Crafton Hills College  
Village Overlay Zone,**  
City of Yucaipa\*

**Housing Element Update,**  
City of Santa Ana\*

**Harmony Specific Plan, Lewis  
Companies,**  
City of Highland\*

**Downtown Bellflower Transit-  
Oriented Development Specific Plan**  
City of Bellflower\*

**Envision Alhambra 2035 Public  
Outreach Campaign and Phase I  
General Plan Update,**  
City of Alhambra\*

\* Project was completed by Ms. Tropiano while he was employed at another planning firm

**De Novo Planning Group**

A Land Use Planning, Design, and Environmental Firm

# Perry A. Banner

## PRINCIPAL PLANNER



Perry Banner recently joined De Novo Planning Group as a Principal Planner, bringing a combined 18 years of experience in local government and private practice planning to the firm with work in both the United States and Canada. Perry possesses a diverse range of skills, including project management, land use analysis and policy development. His capabilities also include economic development and real estate development.

Perry has successfully managed a wide variety of urban planning projects, including General Plans, community plans, specific plans, transit-oriented development plans, zoning documents and public outreach programs. His passion lies in helping communities, neighborhoods and their residents visualize the future and giving them the tools to make well-informed decisions. He believes in questioning conventional wisdom and always looking at problems from multiple angles and viewpoints to find effective and innovative solutions to develop plans that create results. Perry also supports private sector clients in navigating public agency approval processes.

### EDUCATION

**BA, Economics,**  
University of Western Ontario, London, Canada

**Diploma, Urban and Regional Planning Technology,**  
Fanshawe College, London, Canada

**Ross Minority Program in Real Estate,**  
University of Southern California, Los Angeles

### ORGANIZATIONS

American Planning Association  
Congress for New Urbanism

### RELEVANT PROJECT EXPERIENCE

**General Plan Update and EIR,**  
City of Rolling Hills Estates\*

**General Plan Update and EIR,**  
City of Laguna Woods\*

**Community Plans Continuum Project,**  
County of San Bernardino\*

**Housing Element Update,**  
City of Lawndale\*

**Local Hazard Mitigation Plan and Safety Element Update,**  
City of Lawndale\*

**Southern California Logistics Airport (SCLA) Specific Plan and EIR,**  
Stirling Development/City of Victorville\*

**Lockheed Martin Specific Plan and EIR,**  
Lockheed Martin/City of Palmdale\*

**Meredith International Centre Specific Plan Amendment,**  
Craig Development Corp/City of Ontario\*

**Pueblo Viejo Implementation Strategy Plan and Design Guidelines,**  
City of Coachella\*

**One Metro West Specific Plan and EIR (Peer Review),**  
City of Costa Mesa\*

**TOD Overlay – Marine Avenue Green Line Station,**

Cities of Lawndale, Hawthorne and Redondo Beach\*

**Commercial Cannabis Program,**  
City of Pasadena\*

**Short-term Rental Program,**  
City of Pasadena\*

\* Project was completed by Mr. Banner while he was employed at another agency or planning firm

**De Novo Planning Group**

A Land Use Planning, Design, and Environmental Firm

## Starla Barker, AICP

### PRINCIPAL PLANNER



Starla Barker, AICP, is a principal planner with De Novo Planning Group whose primary responsibilities are the management and preparation of environmental documents (Initial Studies, Negative Declaration, Environmental Impact Reports, and Environmental Assessments), as well as other planning documents including General Plans and Specific Plans. With over 17 years of professional planning experience Starla has successfully managed a wide range of projects with particular emphasis in General Plans, urban infill, downtown, and redevelopment projects. Utilizing her experience in community planning, Starla is regularly involved in land use and policy planning, including the development and implementation of community outreach programs, and frequently manages and prepares environmental clearance documents for citywide policy planning and redevelopment projects. Through her extensive experience in both policy and environmental planning, Starla is keenly aware of the interaction between the two and consistently takes a proactive and comprehensive approach to understanding planning and environmental issues and developing solutions.

#### EDUCATION

**Masters, Urban and Regional Planning**, California State Polytechnic University, Pomona

**BA, Business Economics**, University of California, Riverside

#### ORGANIZATIONS

American Planning Association

#### LICENSES/CERTIFICATIONS

American institute of Certified Planners, 2009, No. 024079

#### RELEVANT PROJECT EXPERIENCE

**Media Studios Project EIR**,  
City of Burbank\*

**General Plan Update and EIR**,  
City of Rancho Santa Margarita\*

**Avanti South Specific Plan EIR**  
City of Lancaster\*

**Palmdale Transit Oriented  
Development EIR**,  
City of Palmdale\*

**South Garfield Specific Plan MND**  
City of Monterey Park\*

**Bolsa Row Specific Plan EIR**,  
City of Westminster\*

**Mission Viejo Medical Center EIR**,  
City of Mission Viejo\*

**Union Street Condominiums Project**  
City of Pasadena\*

**550 North Third Street (AC Hotel)  
MND**,  
City of Burbank\*

**550 North Third Street Mixed-Use  
Project MND**,  
City of Burbank\*

**Downtown Lancaster Revitalization  
Specific Plan EIR**,  
City of Lancaster\*

**Palmdale Transit Village Specific Plan  
EIR**,  
City of Palmdale\*

**Duarte Station Specific Plan EIR**,  
City of Duarte\*

**General Plan Update, Climate Action  
Plan and EIR**,  
City of Fullerton\*

**General Plan Update and EIR**,  
City of Buena Park\*

**General Plan Update and EIR**,  
City of Lancaster\*

**General Plan Update, Climate Action  
Plan, and Cable Airport Land Use  
Compatibility Plan EIR**,  
City of Upland\*

**McFarland General Plan Amendment  
EIR**  
City of McFarland\*

**Las Ventanas Housing EA**,  
City of Long Beach\*

**Safran Senior Housing EA**,  
City of Long Beach\*

**Placentia General Plan Sustainability  
Element and Development Code  
Assistance**,  
City of Placentia\*

**Lido House Hotel EIR**,  
City of Newport Beach\*

**Hyundai Motor America – North  
American Campus EIR**,  
City of Fountain Valley\*

\* Project was completed by Ms. Barker while she was employed at another planning firm

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

## Megan Thorne, LEED AP BD+C

### SENIOR PLANNER + DESIGNER



Megan Thorne is a senior planner and designer with De Novo Planning Group. With over 6 years of professional planning experience, Megan has worked on a wide variety of planning projects for public and private sector clients, including numerous specific plans, corridor plans, general plans, site plans, strategic plans, sustainability programs, visioning projects, transit-oriented development plans, zoning documents, outreach programs, and 3D visualizations. Megan possesses the ability to think creatively and envision change while keeping projects grounded with achievable benchmarks and implementable policy goals. She excels at communicating complex information and policy ideas in a compelling and simple manner. As a designer, Megan has differentiated herself with her hand-drawing abilities as well as her technical skills. Her technical expertise includes 3D modeling, graphic design, and web design. She continues to pioneer ways new technology can improve old processes from community outreach approaches to the web-publication of planning documents.

#### EDUCATION

##### **MCP, City Planning, Urban Design Concentration**

University of Pennsylvania, Philadelphia

##### **BS, Urban, Rural, and Environmental Planning,**

Brigham Young University, Provo

##### **Research,**

Cambridge University (UK), Pembroke College

#### ORGANIZATIONS

Urban Land Institute

American Planning Association

U.S. Green Building Council

LEED AP BD+C,

Credential Id # 10433552-AP-BD+C

#### RELEVANT PROJECT EXPERIENCE

##### **General Plan Update and EIR,** City of Lake Forest

##### **General Plan Update and EIR,** City of La Verne

##### **General Plan Update, EIR, and Climate Action Plan,** City of Campbell

##### **General Plan Update and EIR,** City of Westminster\*

##### **General Plan Update and EIR** Temple City\*

##### **SCAG 2016 RTP/SCS: Content Authoring and Web Solution** Southern CA Association of Governments\*

##### **California High Speed Rail: Palmdale to Burbank Segment** Palmdale, Burbank\*

##### **West Carson Transit-Oriented Development Specific Plan** City of West Carson\*

##### **Downtown Bellflower Transit-Oriented Development Specific Plan** City of Bellflower\*

##### **Morena Corridor Specific Plan,** City of San Diego\*

##### **De Anza Revitalization Plan** City of San Diego\*

##### **Crafton Hills College Village Overlay Zone,** City of Yucaipa\*

##### **Harmony Specific Plan, Lewis Companies,** City of Highland\*

##### **SAVI Ranch Land Use and Mobility Vision Plan,** City of Yorba Linda\*

##### **LA County Parks Needs Assessment,** Los Angeles County\*

##### **California State University Dominguez Hills Visioning & Site Planning** CSU Dominguez Hills\*

##### **Springs Specific Plan and EIR,** Sonoma County

##### **888 Diamond Specific Plan, Foremost** City of Diamond Bar

\* Project was completed by Ms. Knowles while she was employed at another planning firm

**De Novo Planning Group**

A Land Use Planning, Design, and Environmental Firm

## Saara Khan

### ASSISTANT PLANNER



Saara is an Assistant Planner at De Novo. Having recently received her Master's degree in Urban and Regional Planning, she has launched her planning career as an Assistant Planner in the field. Saara has experience working in environmental planning on CEQA documentation preparation and has a background working in local government. She received her Master's degree from the University of California Irvine and has a Bachelor's degree in Political Science from the University of California San Diego. She is passionate about community development and is interested in the relationship between the built environment and community empowerment.

#### EDUCATION

**MA, Urban and Regional Planning,**  
University of California, Irvine

**BA, Political Science: Public Policy,**  
University of California, San Diego

#### RELEVANT PROJECT EXPERIENCE

**General Plan Update and EIR,**  
City of Lake Forest

**General Plan Update, Housing Element,  
and EIR,**  
City of San Jacinto

**General Plan Update, Housing Element,  
Zoning Update, and EIR,**  
City of Lawndale

**General Plan Update, Housing Element,  
Zoning Update, and EIR,**  
City of San Marcos

**Focus General Plan Update and EIR,**  
City of Glendale

**General Plan Update and EIR,**  
City of La Verne

**Housing Element Update,**  
City of Temecula

**Housing and Safety Element Update,**  
City of Stanton

**Neighborhood Plan,**  
City of Irvine

**Signage Code Update,**  
City of Bellflower

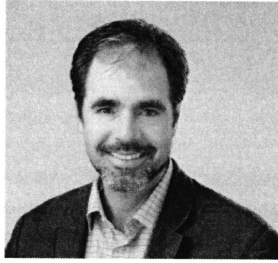
**888 Diamond Specific Plan, Foremost**  
City of Diamond Bar

**5175 Vincent Avenue MND,**  
City of Irwindale

\* Project was completed by Ms. Khan while enrolled as a Graduate Student in Urban and Regional Planning at the University of California, Irvine.

**De Novo Planning Group**

A Land Use Planning, Design, and Environmental Firm



# Jason Moody

Managing Principal



## Education

Master of Public Policy, University of California, Berkeley, 1995

Bachelor of Arts in Economics, University of California, Santa Cruz, 1988

## Previous Employment

Budget Analyst for City of San Francisco (1995)

Research Analyst, Fisher Center for Real Estate and Urban Economics (1994–5)

Business Analyst, Port Authority of New York/New Jersey (1994)

Print Media Journalist, States News Service, Washington, DC (1989–1992)

## Affiliations

International Downtown Association

San Francisco Planning and Urban Research Association

International Economic Development Council

## Publications/Presentations

"*The DNA of Downtowns, – Typologies and Success Factors*," West Coast Urban District Forum, Spring 2020.

"*Town Centers: Typologies and Policy Directions*," Bay Area Planning Directors Association (BAPDA), Spring 2017 Meeting

"*Building Livable Communities with Transit: Making the Case with Data*," Rail-Volution 2016 Annual Conference

"*Innovation Districts*," 2016 National APA Conference

"*Urban-Suburbia*," Urban Land Magazine, October 2008.

"*Transit Joint Development*," with Bruce Appleyard, Urban Land Magazine, August 2007.

"*The Town and Gown*," Economic Development Journal, Fall 2004.

"*Spontaneous Research Districts*," Association of University Related Research Parks conference paper.

## ABOUT

As a Managing Principal at EPS, Jason has worked at the firm for over 20 years and has been instrumental in building the firm's presence in Southern California. He has extensive professional experience in the areas of real estate market and financial analysis, socio-economic forecasting, regional economics, and corridor revitalization. He regularly works for both public and private sector clients, focusing on the feasibility and economic implications of individual projects as well as development and provision of public services and infrastructure to larger areas, including mixed-use districts, corridors, and entire cities. Jason has applied this expertise in numerous land use planning and policy efforts, including General Plans, Specific Plans, and Master Plans, as part of multidisciplinary teams.

## SELECTED PROJECT MANAGEMENT EXPERIENCE

### Mission Viejo Civic Core Strategic Plan and Visioning Effort

EPS served as the lead economist on a multi-disciplinary team retained by the City of Mission Viejo to strategically redevelop its civic and commercial core. The EPS developed strategies to re-position a relatively antiquated cluster of retail centers to better adapt to emerging trends in consumer shopping patterns.

### Westminster Mall Specific Plan

EPS is assisting the City of Westminster develop a Specific Plan designed to transform the existing 100-acre Westminster Mall into a vibrant mixed-use commercial activity center, accommodating up to additional 3,000 residential units and 1.2 million commercial square feet. EPS has assisted with implementation and public financing.

### Lake Forest General Plan Economic, Market, and Fiscal Analysis

EPS evaluated long-term economic and market conditions as well as the fiscal implications of various land use alternatives to inform the General Plan Update for this suburban community in Orange County California. The General Plan was approved in Summer 2020.

### Duarte Huntington Drive/Town Center Revitalization Strategy

EPS served as economist on the multi-disciplinary consultant team for the Duarte Town Center Specific Plan, a proposed mixed-use activity center intended to serve as Duarte's civic and cultural hub. EPS conducted several follow up studies for the City, including negotiation support for individual projects and "complete streets" financing analysis.

### Glendora Commercial Corridor Revitalization Study

EPS provided market analysis to support reinvestment strategies for two separate commercial corridors for the City of Glendora, one for Arrow Highway and the other for the historic Route 66.

---

SELECTED PROJECT MANAGEMENT EXPERIENCE (CONTINUED)

**El Camino Real Corridor Strategic Plan**

EPS served as the lead economist for a multidisciplinary team retained by the Redwood City to evaluate revitalization strategies for El Camino Real (aka The Grand Boulevard), a major arterial serving multiple jurisdictions from San Francisco and through Silicon Valley.

**Fresno South Blackstone Ave. Corridor Plan**

EPS participated as part of a multi-disciplinary planning team retained by the City to develop a mobility-based revitalization plan for historic albeit economically struggling commercial corridor in Fresno.

**Rolling Hills Estates Commercial District Market Study**

Working for the City of Rolling Hills Estates, EPS evaluated the market conditions affecting revitalization of the Peninsula Commercial District and provided strategic policy recommendations to the City Council.

**SCAG Development Feasibility Studies**

Mr. Moody provided market and development feasibility analysis as part of numerous studies sponsored by the Southern California Association of Governments (SCAG), generally focused supporting the maturation of transit-oriented communities. Specific studies have been completed in Culver City, Pomona, Fontana, Rialto, Oxnord, and Palmdale

**Tucson Corridor Realignment and Revitalization Plan**

EPS provided economic, financial, and market analysis to support a voter-approved plan by the Pima County Regional Transportation Authority to realign and revitalize two heavily traveled mixed-use corridors in Tucson, Arizona (Grant Road and Broadway).

**Alameda County San Pablo Corridor Study**

EPS were retained by the Alameda County Congestion Management District to provide analysis of the economic and public policy context for existing and future land use development along the San Pablo Avenue Corridor connecting four cities in San Francisco's East Bay.

**Downtown San Bruno Corridor Revitalization Strategic Plan**

EPS was retained by the City to evaluate the market and financial feasibility of revitalization strategies and specific opportunity sites for the downtown commercial corridor.

**Downtown Gilroy Monterey Street Revitalization Strategy**

EPS provided a comprehensive commercial revitalization strategy, based on market analysis and stakeholder input, for Monterey Street which served as the "spine" of downtown Gilroy.

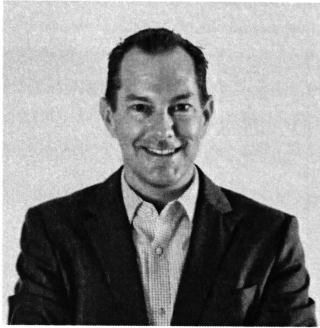
**Rialto Avenue/Downtown Revitalization Strategy**

EPS provided market and financial analysis to support a comprehensive commercial revitalization strategy for the primary avenue through downtown Rialto, a bedroom community in the Inland Empire.

**San Lorenzo Hesperian Ave. Opportunity Site Analysis**

EPS evaluated the economic and financial implications of various revitalization strategies and redevelopment programs for parcels located along a busy commercial corridor in Alameda County, California.

# TIM ERNEY, AICP, PTP, CTP | SENIOR PRINCIPAL PLANNER



Tim Erney is a certified transportation planner with extensive experience on planning and engineering projects in California. His primary focus has been on managing analyses and documentation for environmental review projects, access and circulation studies, sustainable transportation practices, TDM measures, parking evaluations, pedestrian and bicycle reviews, and data collection programs. In addition, he has performed detailed technical analyses of local and regional roadway facilities, including traffic forecasting, modal split analyses, traffic diversion, and operational analyses. He has experience coordinating with local and regional transportation and environmental agencies in Southern California and has been leading the firm's efforts on the evaluation of emerging technologies, alternative evaluation metrics, and the impacts of new mobility services on land use and circulation networks.

## EDUCATION

- MS/MCP, Transportation Engineering & Planning, University of California, Berkeley
- BS, Mechanical Engineering, Boston University

## YEARS OF EXPERIENCE

23

## LICENSES/CERTIFICATIONS

- Certified Planner, American Institute of Certified Planners
- Certified Transportation Planner
- Professional Transportation Planner

## AFFILIATIONS

- American Planning Association
- Institute of Transportation Engineers

## PROJECT EXPERIENCE

**Environmental Impact Reports.** Tim has led the preparation of stand-alone transportation impact studies and transportation/circulation sections of EIRs and EISs to support CEQA and NEPA processes. These projects have included full range of project types, from individual development projects, to updated citywide plans, to significant infrastructure projects. Tim has managed the technical analysis for all modes of travel, including qualitative and quantitative assessments of traffic, transit, pedestrian, bicyclist, loading, construction, and emergency vehicle conditions. In addition, these projects have also included the development of specialized trip generation rates and use of regional travel demand models to project future traffic volumes.

**Active Transportation Planning.** Tim has served as project principal for active transportation planning projects throughout Southern California. He has provided direction of the planning, design and evaluation of active transportation corridors, active transportation plans, data collection programs, and forecasting. Through these efforts, Tim has promoted the need for a balanced approach for all user groups and to ensure safe, convenient and cost-effective mobility options that support the adjacent land uses and urban form.

**Travel Demand Management.** Tim has been responsible for developing implementable and defensible travel demand management (TDM) programs. Primarily, these include the evaluation of the best TDM elements to achieve the goals of the project, supported by data and research developed on a national basis. In addition to the adoption of standard TDM measures, such as active transportation facilities and parking management, Tim routinely works with developers to adjust land use programs to better internalize trips and to right-size parking to facilitate shared parking opportunities.

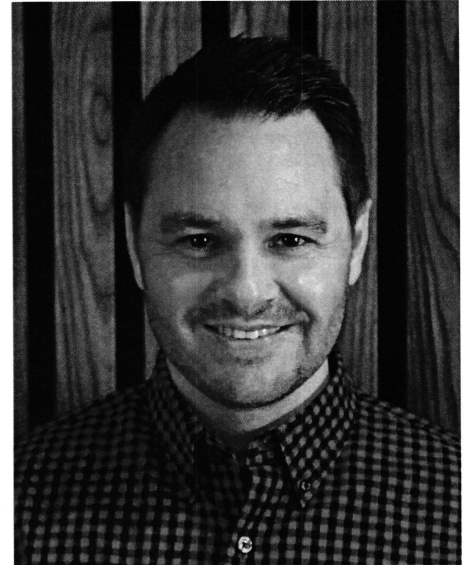
**Alternative Performance Metrics.** Tim has been working to identify and develop alternative metrics to Level of Service (LOS) in the evaluation of land use and transportation projects; this includes the identification on how cities and counties need to modify their current programs and policies to account for these changes. As part of these efforts, Tim has been in consultation with the State's Office of Planning and Research (OPR) and participated in several conferences and panel discussions on the effects of vehicle-miles traveled calculations and metrics may affect city programs and transportation analysis guidelines.

# MIKE DICKERSON JR., INCE

## PRINCIPAL



Mike Dickerson has a passion for the science of sound and vibration and has worked professionally in acoustical engineering since 2002. He received his Bachelor of Science degree in Physics, emphasizing in acoustics from Brigham Young University in Utah. He is currently a member of the Institute of Noise Control Engineers (INCE). Motivated by professional growth and opportunity, Mr. Dickerson formed his own acoustical engineering firm, MD Acoustics in 2012.



Mr. Dickerson’s versatile experience includes leading and assisting in the design and review of many facets of acoustical engineering and air quality projects, including but not limited to air/noise assessments, ceiling/floor assembly design, architectural design, acoustical product design, vibration analysis and noise mitigation strategies.

Prior to starting his own consulting firm, Mr. Dickerson worked for Sony Entertainment, Parsons, and RK Engineering. He has successfully completed over 4,200 acoustical/air quality assessment reports for various engineering companies, municipalities and other agencies (both public and private). His strategic project planning and cost effective management solutions enabled him to excel in the field of Acoustics and project management.

In 2011, Mr. Dickerson was asked to present a paper at the Acoustical Society of America Seattle, Washington Conference on his research and work on noise and vibration in Cockpit Door Modules. MD continues to work closely with many engineering disciplines and provides quality results.

### EDUCATION

Brigham Young University  
B.S., Physics (Acoustics), 2005

### AFFILIATIONS AND AWARDS

Institute of Noise Control Engineers (INCE)  
Acoustical Society of America (ASA)  
BYU Acoustic Research Group  
Association of Environmental Planners (AEP)

### REPRESENTATIVE PROJECT EXPERIENCE

#### Architectural Acoustics Assessment/Design

- Wells Fargo Corporate Office, Chandler, AZ
- Peoria Sports Complex – Seattle Mariners Lobby, Peoria, AZ
- Intel Corporation CH5-216/217, Chandler, AZ
- Mammoth Rock and Bowl, Mammoth Lakes, CA
- Rubios Restaurant, San Diego, CA
- Americana at Brand, Glendale, CA
- 6300 Hollywood Blvd Retail Space, Hollywood, CA
- Calvary Church Renovations, Santa Ana, CA

#### Noise and Vibration Assessment

- Central Metal Incorporated Reclamation Plant Expansion, Los Angeles, CA
- Sonora Commons – North Gateway Transfer Station, Phoenix, AZ
- Hotel and Water Park Development, Garden Grove, CA
- Longbow Development Aircraft Noise, Mesa, AZ
- La Ventilla Development I-10 Freeway, Goodyear, AZ
- Wells Park Pump Improvement, Chino Hills, CA

# MIKE DICKERSON JR., INCE

## PRINCIPAL — Continued



- Hog Wash Car Wash, Phoenix, AZ
- Ellis Commons Senior Housing Blasting, Perris, CA
- Canyon Creek Blasting, San Diego, CA

- Glass House Pharms Cultivation Facility, Cathedral City, CA
- Murrieta Car Wash and Service Station, Murrieta, CA

### Oil and Gas Noise and Vibration Assessment

- La Goleta Storage Field Enhancement, Santa Barbara County, CA
- Whittier Workman Mill Road Oil Rig Drilling Operation, Los Angeles County, CA
- La Goleta Storage Compressor Vibration, Santa Barbara County, CA
- Mills Station Excavation Noise and Vibration, Ventura, CA

### Semiconductor Noise/Vibration Evaluations

- NXP Semiconductor – Building M – Vibration Isolation Design/Modifications
- NXP Semiconductor – PCW Pump Isolation Vibration Isolation Design
- NXP Semiconductor – HVAC Duct Silencer and Acoustical Design
- NXP Semiconductor – Demising Wall Evaluation and Redesign
- CyrusOne Data Center – Chiller Noise Evaluation and Noise Abatement

### Highway/Airport/Rail Noise and Vibration

- Caltrans Yucaipa Bridge Box Culvert Improvement, Yucaipa, CA
- Caltrans SR-110 Freeway Expansion, Los Angeles, CA
- Jackson Hole Airport Noise Contours and Flight Path Evaluation, Jackson Hole, WY
- Light Rail Transit Exposition Blvd to Culver Dr, Los Angeles, CA

### Mechanical Equipment (HVAC) Noise and Vibration Assessment

- Kaiser Hospital AHU Louver Replacement – Acoustics Review/Design, San Francisco, CA
- Northern Arizona University – Communication Building Redesign of Mechanical Systems – Noise and Vibration Abatement Assessment and Design Recommendations, Flagstaff, AZ
- UCLA Call Center HVAC Equipment Noise and Vibration Design Review and Recommendations, Agora Hills, CA

### Telecommunications

- T-Mobile Telecommunication Tower, Calabasas, CA
- T-Mobile Telecommunication Tower, Malibu, CA
- Verizon Wireless Telecommunication Tower, Santa Clarita
- Sprint Pinto Lake Cell Tower, Santa Cruz, CA
- ATT Cell Tower, Dover, MA
- ATT Cell Tower, Poway, CA

### Film and Entertainment Noise and Vibration Assessment

- Revolt Studio, Hollywood, CA
- University of Arizona, HSIB, Acoustics Evaluation and Design, Tucson, AZ
- The Van Buren, Phoenix, AZ
- Down to Shop Studios, Los Angeles, CA

### Construction Noise and Vibration

- La Goleta Storage Field Enhancement (1-yr construction monitoring), Santa Barbara County, CA
- Westin Bonaventure Hotel, Los Angeles, CA
- Railroad Canyon Road Expansion, Riverside, CA

### Court Cases

- Sanctuary at Deseret Ridge, Scottsdale, AZ
- Westfield Mall, Topanga Canyon Blvd., Woodland Hills, CA
- Mobile Radio Patent infringement, Calfee Attorneys
- Foghorn Noise Acoustic Evaluation and Noise Review, Oxnard, CA

### Industrial Noise and Vibration Assessment

- Hexcel Corporation Dust Collector Noise & Vibration, Casa Grande, AZ
- ABB Inverter Operation Noise and Vibration, Tempe, AZ
- Pacific Scientific Shaker Room, Chandler, AZ

### Ordinances

- Flagstaff Parks Noise Ordinance, Flagstaff, AZ
- Queen Creek Noise and Vibration for Well Drilling, Queen Creek, AZ

### Air Quality & Greenhouse Gas Assessment

- Golden Gate National Park Recreation Area, San Mateo, CA
- RAW removal of Contaminated Soils AQ/GHG, Glendora, CA

## EXPERIENCE

De Novo staff has prepared many State-certified Housing Elements and amendments. Specifically, our team members managed and/or served as the senior advisor for Housing Elements for the Cities of Arcata, Elk Grove, Escalon, Greenfield, Gridley, Half Moon Bay, Lone, Lakeport, Livingston, Paradise, Rancho Cordova, and Richmond, and the Counties of Colusa and Mendocino, all of which have been certified for compliance by the Department of Housing and Community Development.

Our housing-related experience includes the following: State-certified Housing Elements; HUD-approved Consolidated Plans and Action Plans; housing condition surveys; researching and preparing rental and ownership housing market studies for projects throughout the U.S.; and securing and administering a variety of affordable housing and community development projects and programs, including those funded by CDBG and HOME grants.

### REPRESENTATIVE PROJECTS

Below is a list of comparable contracts completed and in progress over the past five years.

Year Started	Year Completed	Client	Project Name	Client Contact
2020	Ongoing	City of Lawndale	Comprehensive General Plan Update (Cyl 6)	Sean Moore, AICP   (310) 973-3231
2020	Ongoing	City of Stanton	Housing and Safety Element Update (Cyl 6)	Amy Stonich, AICP   (714) 379-9222
2019	Ongoing	City of Glendale	Focused General Plan Update (Cyl 6)	Fred Zohrehvand   (818) 548-3700
2019	Ongoing	City of Temecula	Housing Element Update (Cyl 6)	Dale West   (951) 693-3918
2018	Ongoing	City of San Jacinto	Comprehensive General Plan Update (Cyl 6)	Travis Randel   (951) 654-7337
2020	Ongoing	City of Lakeport	Housing Element Update (Cyl 6)	Kevin Ingram   (707) 263-5615
2020	Ongoing	Shasta County	Housing Element Update (Cyl 6)	David Schlegel   (530) 225-5532
2019	2019	City of Lathrop	Housing Element Update (Cyl 6)	Mark Meissner   (209) 941-7266
2019	2019	City of Escalon	Housing Element Update (Cyl 6)	Dominique Romo   (209) 691-7400
2015	2016	City of Ripon	Housing Element Update (Cyl 5)	Ken Zuidervaart   (209) 599-2108
2014	2015	City of Cotati	Housing Element Update (Cyl 5)	Jon-Paul Harries   (707) 665-3636
2014	2015	City of Brentwood	Housing Element Update (Cyl 5)	Erik Nolthenius   (925) 516-5405
2014	2016	City of Sebastopol	Comprehensive General Plan Update (Cyl 5)	Kari Svanstrom   (707) 823-6167
2014	2015	City of Lakeport	Housing Element Update (Cyl 5)	Kevin Ingram   (707) 263-5615
2014	2015	City of Oakley	Housing Element Update (Cyl 5)	Ken Strelø   (925) 625-7000

# REFERENCES

## City of Ripon (2015)

**Address** 259 N. Wilma Avenue, Ripon, CA 95366

**Reference** Ken Zuidervaart, Director of Planning and Economic Development  
(209) 599-2108 | kzuidervaart@cityofripon.org

**Work Completed** 4th and 5th Cycle Housing Element Updates; Municipal Services Review

## City of Escalon (2016)

**Address** 2060 McHenry Avenue, Escalon, CA. 95320

**Reference** Dominique Romo, Development Services Manager  
(209) 691-7450 | dromo@cityofescalon.org

**Work Completed** 4th and 5th Cycle Housing Element Updates; Updates to General Plan Air Quality, Land Use, and Transportation Elements to comply with General Plan air quality requirements for the San Joaquin Valley

## City of Brentwood (2016-2018)

**Address** 150 City Park Way, Brentwood, CA 94513-1164

**Reference** Erik Nolthenius, Planning Manager  
(925) 516-5137 | enolthenius@brentwoodca.gov

**Work Completed** 5th Cycle Housing Element Update; General Plan Update and EIR; PA-Specific Plan and EIR

## City of Lake Forest (2018-Ongoing)

**Address** 100 Civic Center Dr. Lake Forest, CA 92630

**Reference** Gayle Ackerman, AICP, Community Development Director  
(949) 461-3463 | GAckerman@lakeforestca.gov

**Work Completed** General Plan Update and EIR; On-call CEQA services

# COST PROPOSAL

Proposal to Prepare the 2021-2029 Housing Element Update  
De Novo Planning Group Cost Proposal | Amended July 20, 2020

TASK/ACTIVITY	Principal		Principal Planner		Senior Planner		Assistant Planner		GIS and Graphics		TOTALS		Traffic	Econ/Fiscal	Noise	Direct Costs	ACTIVITY
	Hours	\$145	Hours	\$125	Hours	\$115	Hours	\$85	Hours	\$75	Hours	Fee	Kittelson	EPS	MS Acoustics	Printing and Mailing	TOTALS
<b>Task 1: Project Administration</b>																	
Task 1.1: Kickoff Meeting	8	\$1,160	8	\$1,000	0	\$0	0	\$0	0	\$0	16	\$2,160				\$0	\$2,160
Task 1.2: Project Schedule	4	\$580	0	\$0	0	\$0	0	\$0	0	\$0	4	\$580				\$0	\$580
Task 1.3: Project Coordination	32	\$4,640	24	\$3,000	12	\$1,380	0	\$0	0	\$0	68	\$9,020				\$0	\$9,020
<b>Task 1 Subtotal</b>	<b>44</b>	<b>\$6,380</b>	<b>32</b>	<b>\$4,000</b>	<b>12</b>	<b>\$1,380</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>88</b>	<b>\$11,760</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,760</b>
<b>Task 2: Housing Element Update</b>																	
Task 2.1: Advertisements/Educational Materials	20	\$2,900	0	\$0	40	\$4,600	12	\$1,020	24	\$1,800	96	\$10,320				\$100	\$10,420
Task 2.2: Virtual Community Workshop (2)	24	\$3,480	30	\$3,750	40	\$4,600	24	\$2,040	8	\$600	126	\$14,470				\$1,250	\$15,720
Task 2.3: Community Open Houses (4)	24	\$3,480	40	\$5,000	16	\$1,840	60	\$5,100	24	\$1,800	164	\$17,220				\$2,200	\$19,420
Task 2.4: Stakeholder Interviews (10)	24	\$3,480	24	\$3,000	12	\$1,380	0	\$0	0	\$0	60	\$7,860				\$0	\$7,860
Task 2.5: Study Session and Public Hearings	20	\$2,900	20	\$2,500	20	\$2,300	8	\$680	0	\$0	68	\$8,380				\$250	\$8,630
Task 2.6: Every Door Direct Mailer	4	\$580	0	\$0	16	\$1,840	0	\$0	4	\$300	24	\$2,720				\$10,000	\$12,720
<b>Task 2 Subtotal</b>	<b>116</b>	<b>\$16,820</b>	<b>114</b>	<b>\$14,250</b>	<b>144</b>	<b>\$16,560</b>	<b>104</b>	<b>\$8,840</b>	<b>60</b>	<b>\$4,500</b>	<b>538</b>	<b>\$60,970</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,800</b>	<b>\$74,770</b>
<b>Task 3: Housing Element</b>																	
Task 3.1: Review of Current Housing Element	8	\$1,160	12	\$1,500	2	\$230	12	\$1,020	0	\$0	34	\$3,910				\$0	\$3,910
Task 3.2: Projected Housing Needs Assessment	8	\$1,160	8	\$1,000	0	\$0	30	\$2,550	0	\$0	46	\$4,710				\$0	\$4,710
Task 3.3: Site Inventory of Land Suitable for Res Dev	24	\$3,480	60	\$7,500	8	\$920	40	\$3,400	24	\$1,800	156	\$17,100				\$0	\$17,100
Task 3.4: Constraints	4	\$580	20	\$2,500	0	\$0	20	\$1,700	0	\$0	44	\$4,780				\$0	\$4,780
Task 3.5: Goals, Objectives and Implementation Plan	20	\$2,900	14	\$1,750	8	\$920	20	\$1,700	0	\$0	62	\$7,270				\$0	\$7,270
Task 3.6: General Plan Consistency	2	\$290	8	\$1,000	0	\$0	4	\$340	0	\$0	14	\$1,630				\$0	\$1,630
Task 3.7: Administrative Draft Element	12	\$1,740	32	\$4,000	16	\$1,840	40	\$3,400	20	\$1,500	120	\$12,480				\$0	\$12,480
Task 3.8: Public Review Draft Element	4	\$580	12	\$1,500	4	\$460	8	\$680	4	\$300	32	\$3,520				\$250	\$3,770
Task 3.9: Final Draft of Housing Element	4	\$580	8	\$1,000	4	\$460	8	\$680	4	\$300	28	\$3,020				\$1,000	\$4,020
Task 3.10: State Certification and City Adoption	32	\$4,640	4	\$500	0	\$0	0	\$0	0	\$0	36	\$5,140				\$0	\$5,140
<b>Task 3 Subtotal</b>	<b>118</b>	<b>\$17,110</b>	<b>178</b>	<b>\$22,250</b>	<b>42</b>	<b>\$4,830</b>	<b>182</b>	<b>\$15,470</b>	<b>52</b>	<b>\$3,900</b>	<b>572</b>	<b>\$63,560</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,250</b>	<b>\$64,810</b>
<b>Task 4: Environmental Review</b>																	
Task 4.1: Notice of Preparation and Public Scoping	12	\$1,740	8	\$1,000	0	\$0	6	\$510	16	\$1,200	42	\$4,450				\$0	\$4,450
Task 4.2: Review and Analysis of the General Plan EIR	24	\$3,480	0	\$0	0	\$0	0	\$0	8	\$600	32	\$4,080				\$0	\$4,080
Task 4.3.1: Air Quality Study	8	\$1,160	0	\$0	24	\$2,760	24	\$2,040	4	\$300	60	\$6,260				\$0	\$6,260
Task 4.3.2: GHG Analysis	8	\$1,160	0	\$0	24	\$2,760	24	\$2,040	4	\$300	60	\$6,260				\$0	\$6,260
Task 4.3.3: Noise Study	0	\$0	4	\$500	0	\$0	0	\$0	0	\$0	4	\$500			\$10,430	\$0	\$10,930
Task 4.3.4: Traffic Study	0	\$0	4	\$500	0	\$0	0	\$0	0	\$0	4	\$500	\$29,160			\$0	\$29,660
Task 4.3.5: Tribal Consultation Support	4	\$580	0	\$0	0	\$0	40	\$3,400	0	\$0	44	\$3,980				\$300	\$4,280
Task 4.4: Admin Draft Supplemental EIR	40	\$5,800	72	\$9,000	80	\$9,200	160	\$13,600	40	\$3,000	392	\$40,600				\$0	\$40,600
Task 4.5: Public Review Draft Supplemental EIR	24	\$3,480	40	\$5,000	24	\$2,760	40	\$3,400	16	\$1,200	144	\$15,840				\$1,800	\$17,640
Task 4.6: Public Comment and Response	40	\$5,800	40	\$5,000	0	\$0	0	\$0	0	\$0	80	\$10,800				\$50	\$10,850
Task 4.7: Final Supplemental EIR and Certification	40	\$5,800	40	\$5,000	0	\$0	12	\$1,020	8	\$600	100	\$12,420				\$1,200	\$13,620
<b>Task 4 Subtotal</b>	<b>200</b>	<b>\$29,000</b>	<b>208</b>	<b>\$26,000</b>	<b>152</b>	<b>\$17,480</b>	<b>306</b>	<b>\$26,010</b>	<b>96</b>	<b>\$7,200</b>	<b>962</b>	<b>\$105,690</b>	<b>\$29,160</b>	<b>\$0</b>	<b>\$10,430</b>	<b>\$3,350</b>	<b>\$148,630</b>
<b>Task 5: Market and Economic Support</b>																	
Task 5.1: Housing Construction Cost Estimates		\$0		\$0		\$0		\$0		\$0	0	\$0				\$5,840	\$5,840
Task 5.2: Inclusionary Housing White Paper		\$0		\$0		\$0		\$0		\$0	0	\$0				\$19,160	\$19,160
<b>Task 5 Subtotal</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>
<b>Subtotals</b>	<b>478</b>	<b>\$69,310</b>	<b>532</b>	<b>\$66,500</b>	<b>350</b>	<b>\$40,250</b>	<b>592</b>	<b>\$50,320</b>	<b>208</b>	<b>\$15,600</b>	<b>2,160</b>	<b>\$241,980</b>	<b>\$29,160</b>	<b>\$25,000</b>	<b>\$10,430</b>	<b>\$18,400</b>	<b>\$324,970</b>
<b>TOTAL FEE (NOT TO EXCEED)</b>																	<b>\$324,970</b>



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cummins Insurance Agency, Inc. License # OC42488 4401 Hazel Avenue, Suite 110 Fair Oaks, CA 95628 Cummins Insurance Agency	<b>CONTACT NAME:</b> Cummins Insurance Agency <b>PHONE (A/C, No, Ext):</b> 916-961-6000 <b>FAX (A/C, No):</b> 916-961-3046 <b>E-MAIL ADDRESS:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Admiral Insurance Co.</td> <td>24856</td> </tr> <tr> <td>INSURER B : Nationwide Mutual Insurance Co</td> <td>23787</td> </tr> <tr> <td>INSURER C : Hartford Casualty Ins Co</td> <td>29424</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Admiral Insurance Co.	24856	INSURER B : Nationwide Mutual Insurance Co	23787	INSURER C : Hartford Casualty Ins Co	29424	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Admiral Insurance Co.	24856													
INSURER B : Nationwide Mutual Insurance Co	23787													
INSURER C : Hartford Casualty Ins Co	29424													
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> De Novo Planning Group Steve McMurtry 1020 Suncastr Lane, #106 El Dorado Hills, CA 95762														

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

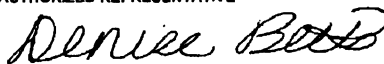
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	FEIECC1484607	04/29/2020	04/29/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	ACP3008668630	03/15/2020	03/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X 57WECZO3688	04/29/2020	04/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input type="checkbox"/> Professional Liab Retro Date 4/29/09			FEIECC1484607	04/29/2020	04/29/2021	E&O AGG 2,000,000 E&O DED 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: City of Westminster, its officers, officials, agents, employees, and designated volunteers as per the attached.

## CERTIFICATE HOLDER

## CANCELLATION

CITYW-8  City of Westminster 8200 Westminster Blvd. Westminster, CA 92683	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



De Novo Planning Group, Inc.  
Endorsement Number: 99

## **Additional Insured – Owners, Lessees or Contractors**

---

This endorsement, effective 4/29/2020 attaches to and forms a part of Policy Number FEI-ECC-14846-07. This endorsement changes the Policy. Please read it carefully.

---

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

#### SCHEDULE

Name and Address of Person or Organization:

City of Westminster  
its officers, officials, agents, employees, and designated volunteers  
8200 Westminster Blvd.  
Westminster, CA 92683

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



De Novo Planning Group, Inc.  
Endorsement Number: 60

## Primary and Non-Contributory Insurance

---

This endorsement, effective 4/29/2020 attaches to and forms a part of Policy Number FEI-ECC-14846-07. This endorsement changes the Policy. Please read it carefully.

---

### SCHEDULE

1. Name and Address of Person or Organization (Additional Insured):

City of Westminster its officers, officials,  
agents, employees, and designated volunteers  
8200 Westminster Blvd.  
Westminster, CA 92683

2. Additional Premium: \$Applied

This insurance is primary with respect to the coverage afforded to the Additional Insured shown in the Schedule above by the following endorsement: ECC-535-0712

Any other insurance which the Additional Insured may have is excess and non-contributory.



De Novo Planning Group, Inc.  
Endorsement Number: 147

## Waiver Of Subrogation Endorsement

---

This endorsement, effective 4/29/2020 attaches to and forms a part of Policy Number FEI-ECC-14846-07. This endorsement changes the Policy. Please read it carefully.

---

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name and Address of Person or Organization:

City of Westminster  
its officers, officials, agents, employees, and designated volunteers  
8200 Westminster Blvd.  
Westminster, CA 92683

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in \_\_\_\_\_ the \_\_\_\_\_ Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 57 WEC ZO3688

**Endorsement Number:**

**Effective Date:** 04/29/20

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** DE NOVO PLANNING GROUP, INC.

1020 SUNCAST LN STE 106  
EL DORADO HILLS CA 95762

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by

Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b> CITY OF WESTMINSTER
---

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**  
CITY OF WEST MINSTER

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Date: 8/13/2020

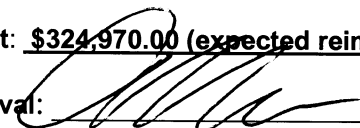
**CITY OF WESTMINSTER**  
**TRANSMITTAL FOR CONTRACT/AGREEMENT EXECUTION**

Contractor Name: De Novo Planning Group Agreement No. \_\_\_\_\_

Description of Services: To provide professional planning services to update the City's Housing Element

Commencement Date: July 22, 2020 Termination Date: June 30, 2021 *Continued until Project concluded*

Contract Amount: \$324,970.00 (expected reimbursement of \$275,000.00) Budget Account No.: 11501-43090

Div. Head Approval:  Submitting Dept./Staff Contact: CDD Shelley Stevens  
*(Submitting Department has verified that Licenses & Bonds are current and in compliance with City, State and Federal regulations.)*

Please initial the attached, where indicated and return to the City Clerk. When the contract is fully executed the City Clerk will return either a duplicate original or a copy to the submitting department and will send a copy to contractor/consultant if requested.

**Route To:**

Finance Department

Identified Funding Source  
 Council Approved Appropriation  
 Completed P.O. Requisition  
Verified by Initials/Date \_\_\_\_\_

Risk Management - Insurance Requirements:

Commercial/General Liability Verified by \_\_\_\_\_  
 Auto Liability  
 Professional/Errors and Omissions  
 Worker's Compensation  
 Additional Insured Endorsement  
 Public Works Contract – all insurance above

Business Licensing

Bus. License Required  
 No License Required  
If yes, License # and expiration date \_\_\_\_\_  
Verified by Initials/Date \_\_\_\_\_

City Clerk

Approved by Council on: 8/12/2020 *z.03*  
 Not Approved by Council  
 Approved as to Form by City Attorney  
Agreement No. Assigned: 2020-65  
City Clerks Initials/Date TR 8/24/2020

City Manager

Approved     Denied     700 Form Needed     Returning to Submitting Dept.  
Notes: \_\_\_\_\_  
Date: \_\_\_\_\_



# City of Westminster

8200 Westminster Boulevard, Westminster, CA 92683 714.898.3311  
www.westminster-ca.gov

September 10, 2020

VIA USPS CERTIFIED MAIL  
#7008 0150 0003 7481 7735

Beth Thompson  
De Novo Planning Group  
180 East Main Street, Suite 180  
Tustin, CA 92780

TRI TA  
Mayor

KIMBERLY HO  
Vice Mayor

SERGIO CONTRERAS  
Council Member

TAI DO  
Council Member

CHI CHARLIE NGUYEN  
Council Member

SHERRY JOHNSON  
Interim City Manager

Dear Mrs. Thompson:

At the regular meeting of August 12, 2020, the Westminster City Council approved the Professional Planning Services agreement between De Novo Planning Group and the City of Westminster. Please find enclosed an original duplicate of the agreement for your records.

If you have any questions, please contact the City Clerk's Office at (714) 548-3237.

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Postage	\$	Postmark Here  De novo 2020-65
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To  
*Beth Thompson - De Novo*

Street, Apt. No.,  
or PO Box No. *180 E Main St #180*

City, State, ZIP+4  
*Tustin 92780*

velopment

7008 0150 0003 7481 7735



Staff Report

---

File #: 20-167, Item #: 3.3

Meeting Date: 8/12/2020

---

***Westminster City Council***

**To:** Honorable Mayor and City Council  
**Thru:** Sherry Johnson, Interim City Manager  
**From:** Alexa Smittle, Community Development Director  
**Reviewed by:** Erin Backs, Acting Finance Director  
**Prepared by:** Alexa Smittle, Community Development Director

**SUBJECT:**

Contract for Consulting Services to Update the City's Housing Element in Accordance with State Law.

**RECOMMENDED ACTION/MOTION:**

Staff recommends that the Mayor and City Council approve a contract with De Novo Planning Group for \$324,970.

**BACKGROUND/DISCUSSION:**

By State law, every eight years the California Department of Housing and Community Development (HCD) conducts an analysis of the housing needed to accommodate projected growth, and then allocates a portion of the growth to each jurisdiction for fulfillment. The assignments include income targets, so some units must be for very low-income households, some for low-income households, etc. This process is called the Regional Housing Needs Assessment or "RHNA".

As a part of the RHNA process, each jurisdiction is required to update its Housing Element, which is a part of the General Plan. The updated Housing Element must identify and zone for sites that can accommodate the number of units assigned, and then submit it to HCD for certification.

According to the HCD-approved allocation methodology, Westminster's housing allocation for the next RHNA cycle is:

Very Low-Income (<50% AMI)	1,874 units
Low-Income (50-80% AMI)	1,469 units

---

Moderate-Income (80-120% AMI)	1,780 units
Above Moderate (>120% AMI)	4,610 units
<u>Total</u>	<u>9,733 units</u>

Bearing in mind that Westminster is currently a community of about 29,000 households, another almost 10,000 households will be a dramatic change that can only be accommodated through higher density zoning and development. As shown, about half the units allocated to Westminster will need to be covenant-restricted in order to remain compliant. As demonstrated most recently with the Affirmed and Meta affordable housing projects, restricted units typically require government subsidies, making these numbers extremely difficult to achieve. Furthermore, based on information HCD has provided, certification is expected to be a more stringent process than it has been in the past.

Attachment A is a contract for consulting services to update the Housing Element. Staff anticipates this will be a very challenging endeavor, with the need for extensive community outreach and creative thinking in order to accommodate the level of development allocated to the City. In addition to the Housing Element itself, it may also be necessary to amend the General Plan. The appropriate environmental analysis pursuant to the California Environmental Quality Act (CEQA) will also need to be performed. The contract is for \$324,970, fortunately, the City was able to apply for \$275,000 in State grant funds to help pay for this required project through the Local Early Action Planning (or LEAP) program. As an over-the-counter grant, this funding request is expected to be approved by the State for this eligible expense.

**FISCAL IMPACT:**

A total of \$324,970 will be paid from Economic Development Fund 11501-43090 Contractual Other, with expected reimbursement of \$275,000 in 11501-34294 Intergovernmental State-Other (grant funding).

**ATTACHMENTS:**

1. Agreement for Professional Planning Services with De Novo Planning Group



**CITY OF WESTMINSTER**  
**CONTRACT/AGREEMENT**  
**TRANSMITTAL COVER SHEET**

Contract/Agreement No.  
**2020-065-01**

NAME / CONTRACTOR		De Novo Planning Group	
DESCRIPTION OF SERVICES		Amendment to Professional Planning Services agreement	
AGREEMENT TERM	COMMENCEMENT DATE /Amended or Renewal	EXPIRATION DATE /Exp. Amended or Renewed	
	1/28/2026	Project Completion	
DEPARTMENT	Community Development	DEPT/STAFF CONTACT Ken Fichtelman	
CONTRACT AMOUNT	\$382,970 (\$58,000 Increase)	BUDGET ACCOUNT NO. (Include Acct. No. to Deposit Reimbursements/Payments.)  61050-43090	
AMENDMENT/RENEWAL AMOUNT			

**1 - BUSINESS LICENSING**  Not Required - Skip: \_\_\_\_\_ (Initials)

BL No. \_\_\_\_\_  Not Required  
 Exp. \_\_\_\_\_  Not Approved

Approved Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**2 - FINANCE DEPT.**  Not Required - Skip: \_\_\_\_\_ (Initials)

Sufficient Funds Verified  
 Checked for Debarment  
 Insufficient Funds  
 Requires Budget Transfer/Adjustment

Approved Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**3 - RISK MANAGEMENT**  Not Required - Skip: \_\_\_\_\_ (Initials)

Commercial/General/Auto Liability \_\_\_\_\_ Insurance Req's Met  
 Additional Insured Endorsement  
 Professional/Errors and Omissions  
 Worker's Compensation  
 Certificates Reviewed & Approved

Requires Changes as Noted Below:  
 Bond Required

Notes: reviewed

Approved Initial: <sup>DS</sup> JG Date: February 4, 2026

**SPECIAL REQUIREMENTS/FORMS**  Not Required - Skip: \_\_\_\_\_ (Initials)

Requirements Met:

FPPC (Form 700)  
 Ethics (AB1234/1661)  
 Sexual Harassment Prevention Training  
 Oath Administered: \_\_\_\_\_  
 Other: \_\_\_\_\_

NOTES: \_\_\_\_\_

**4 - CITY ATTORNEY**  Not Required - Skip: \_\_\_\_\_ (Initials)

Name of Reviewing Attorney: \_\_\_\_\_  
 Reviewed  
 Approved as to Form  
 Not Required

\_\_\_\_ Requires Changes: Changes/Update Approved  
 \_\_\_\_\_ Returned to Submitting Department

Approved Initial: <sup>Initial</sup> SEP Date: February 4, 2026

**5 - CITY CLERK'S OFFICE**  Not Required - Skip: \_\_\_\_\_ (Initials)

Council Approved  
 City Manager Approved

Agenda Item No. 3.03  
 Meeting Date 01/28/2026  
 Approved Initial: TR Date: 01/29/2026

**CITY MANAGER'S OFFICE**

Approved  
 Denied  
 Amount does not Exceed CM Approval Amount  
 Return to Submitting Department  
 Requires Changes:

Approved Initial: <sup>DS</sup> U Date: February 10, 2026

**MISCELLANEOUS**

Special Event Permit  
 City Council  
 Administratively Approved  
 Reimbursement Payment  
 Fee Payment

Permit No. \_\_\_\_\_

Dept./Contact: \_\_\_\_\_

**FIRST AMENDMENT TO AGREEMENT WITH DE NOVA PLANNING GROUP TO  
PROVIDE PROFESSIONAL PLANNING SERVICES**

THIS FIRST AMENDMENT to the above-referenced agreement is effective January 28, 2026, by and between De Novo Planning Group, ("Consultant"), and the City of Westminster, a municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

**RECITALS**

- A. The parties entered into Agreement No. 2020-065 on July 22, 2020 ("Original Agreement") to provide housing element and professional planning services to the City. The Original Agreement allowed total compensation up to \$324,970.
- B. The parties now wish to expand the scope of work in the Original Agreement to include work on the update to the City's Mixed Use zoning regulations, and to increase the maximum compensation amount by \$58,000 to establish a new not-to-exceed amount of \$382,970.


**The Parties therefore agree:**

- 1. Section VI.A of the Original Agreement is revised to instead state:  
  
"Services Described in Proposal. For the provision of all services rendered under this Agreement in accordance with the scope of services attached hereto as Exhibit "A" and all expenses associated therewith, CITY shall pay CONSULTANT the amounts specified under "Fee Schedule" included in Exhibit A, up to \$382,970.00."
- 2. Exhibit A is revised to also include the information attached hereto as Exhibit 1.
- 3. Notwithstanding anything in the Original Agreement to the contrary, Consultant may allow Kittleson & Associates to complete the work described in Exhibit 1 as a subcontractor to Consultant.
- 4. Except as modified by this First Amendment, all terms and conditions of the Original Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to the Original Agreement on the dates stated below:

[signatures on next page]

**CONSULTANT**

Signature:   
By: Amanda Tropiano  
Title: Principal

Date: January 14, 2026

Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**CITY OF WESTMINSTER**

DocuSigned by:  
  
E9CB47CEAA77440  
Christine Cordon, City Manager

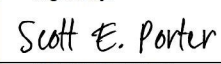
Date: February 10, 2026

**ATTEST**

DocuSigned by:  
  
E9CB17CEAA77449  
Christine Cordon, Acting City Clerk

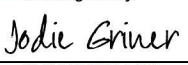
Date: February 10, 2026

**APPROVED AS TO FORM**

Signed by:  
  
D97E0F2A7BF0478  
Scott Porter, City Attorney

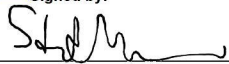
Date: February 4, 2026

**APPROVED AS TO INSURANCE:**

DocuSigned by:  
  
5749E0E8B30A462  
Jodie Griner, Risk Manager

Date: February 4, 2026

**DEPARTMENT APPROVAL:**

Signed by:  
  
E7E40B9F8C6E4CB  
Steven A. Mendoza  
Interim Community Development Director

Date: February 2, 2026



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/16/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova, CA 95742  License#: 0F82764 DENOVOP-01	<b>CONTACT NAME:</b> Certificate Team <b>PHONE (A/C, No, Ext):</b> 877-308-9663 <b>FAX (A/C, No):</b> 916-400-2625 <b>E-MAIL ADDRESS:</b> certs@inszoneins.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Certain Underwriter's at Lloyd's London</td> <td style="text-align: center;">32727</td> </tr> <tr> <td>INSURER B: United Financial Casualty Co.</td> <td style="text-align: center;">11770</td> </tr> <tr> <td>INSURER C: Starstone Specialty Insurance Co.</td> <td style="text-align: center;">44776</td> </tr> <tr> <td>INSURER D: Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER E: Arch Specialty Insurance Company</td> <td style="text-align: center;">21199</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Certain Underwriter's at Lloyd's London	32727	INSURER B: United Financial Casualty Co.	11770	INSURER C: Starstone Specialty Insurance Co.	44776	INSURER D: Hartford Casualty Insurance Company	29424	INSURER E: Arch Specialty Insurance Company	21199	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Certain Underwriter's at Lloyd's London	32727														
INSURER B: United Financial Casualty Co.	11770														
INSURER C: Starstone Specialty Insurance Co.	44776														
INSURER D: Hartford Casualty Insurance Company	29424														
INSURER E: Arch Specialty Insurance Company	21199														
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER: 38433040**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PSN0140348538	4/29/2025	4/29/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired & Non-Owned \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	994357605	9/15/2025	3/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	CSX00090224P-02	4/29/2025	4/29/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WECZO3688	4/29/2025	4/29/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A E	Professional Liability Errors & Omission Cyber Liability			PSN0140348538 PSN0140348538 C-4LPT-161699-CYBER -2025	4/29/2025 4/29/2025 6/9/2025	4/29/2026 4/29/2026 6/9/2026	Aggregate/Each Claim \$2,000,000 Aggregate/Each Claim \$2,000,000 Aggregate \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Pollution Liability - Policy Number: PSN0140348538 - Effective Date: 4/29/2025 - Expiration Date: 4/29/2026 - Aggregate/Each Claim: \$2,000,000 - Insurer: Certain Underwriter's at Lloyd's London - NAIC #32727

Additional Insured on the General Liability and Auto Liability. Primary and Non-Contributory on the General Liability and Auto Liability. Waiver of Subrogation on the General Liability, Auto Liability and Workers Compensation. Excess follows form, subject to the terms and conditions of the policy.

The aforementioned coverage is provided to the extent in the attached forms for: City of Westminster and its elected and appointed boards, officers, officials, agents, employees, and volunteers as per the attached.

<b>CERTIFICATE HOLDER</b>  City of Westminster 8200 Westminster Blvd. Westminster CA 92683	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



## CONDITIONS

### 1. What you must do in the event of a claim or cyber incident

If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy **you** must:

- a. notify the **claims managers** as soon as is reasonably practicable (in respect of cyber incidents, a telephone call to **our cyber incident response hotline** will constitute notification). However, this notification must be made no later than the end of any applicable extended reporting period;
- b. in respect of **INSURING CLAUSES 2 (SECTION D only), 3 and 5**, report the theft or incident as soon as is reasonably practicable to the appropriate law enforcement authorities and provide **us** with a copy of this report on **our** request; and
- c. not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

In respect of **INSURING CLAUSES 1 and 4 (SECTION F only)**, if **you** notify an incident that **we** agree is reasonably expected to give rise to a **claim**, **we** will accept any **claim** that arises out of the incident as being notified under this Policy.

**We** require **you** to provide full details of the incident, including but not limited to:

- a. the time, place and nature of the incident;
- b. the manner in which **you** first became aware of this incident;
- c. the reasons why **you** believe that this incident could give rise to a claim under this Policy;
- d. the identity of the potential claimant; and
- e. an indication as to the size of the claim that could result from this incident.

In respect of **INSURING CLAUSES 2 and 3**, if **you** discover a **cyber event** **you** may only incur costs without **our** prior written consent within the first 72 hours following the discovery and any **third party** costs incurred must be with a company forming part of the **approved claims panel providers**. All other costs may only be incurred with the prior written consent of the **claims managers** (which will not be unreasonably withheld).

### 2. Additional insureds

**We** will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act committed by **you**, provided that:



- a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
- b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

- a. prove to **us** that the **claim** arose solely out of an act committed by **you**; and
- b. fully comply with **CONDITION 1** as if they were **you**.

Where **we** indemnify a **third party** as an additional insured under this Policy, this Policy will be primary and non-contributory to the **third party's** own insurance, but only if **you** and the **third party** have entered into a contract that contains a provision requiring this.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

### 3. Agreement to pay claims (duty to defend)

**We** have the right and duty to take control of and conduct in **your** name the investigation, settlement or defense of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

**You** may ask the **claims managers** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **claims managers** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defense.

**We** will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **limit of liability**.

**We** will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you**. As a consequence of **your** refusal, **our** liability for the **claim** will not be more than the amount for which the **claim** could have been settled had **you** consented, plus any **costs and expenses** incurred prior to the date of **your** refusal.

### 4. Application warranty

**You** agree that all statements made by **you** in the application form, including any renewal application form, and any supplemental materials **you** have supplied in support of the application for insurance, are **your** agreements and representations to **us** and the Policy is



issued in reliance upon that information. The misrepresentation or non-disclosure of any matter by **you** or **your** agent will render this Policy null and void and relieve **us** from all liability under this Policy.

#### 5. Calculation of business interruption losses

Following an interruption to **your** business activities covered under **INSURING CLAUSES 2 (SECTION F)** only) or **6**, **you** must provide **us** with **your** calculation of the loss including:

- a. how the loss has been calculated and what assumptions have been made; and
- b. supporting documents including account statements, sales projections and invoices.

#### 6. Cancellation

This Policy may be canceled with 30 days written notice by either **you** or **us**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

If **we** give **you** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect.

**We** also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

#### 7. Commercial property amount insured reinstatement

In respect of **INSURING CLAUSE 5**, in the event that the amount insured is partially reduced or totally exhausted due to the payment of a claim as a result of damage to **your premises** or **contents**, the amount insured will be automatically reinstated, provided:

- a. **we** do not give **you** written notice within 30 days of the notification of damage stating otherwise;
- b. where the amount of loss, net of the applicable **deductible**, exceeds \$20,000 **you** pay an additional **premium** as advised by **us**; and
- c. **you** agree to any other risk management conditions requested by **us**.

#### 8. Continuous cover

In respect of **INSURING CLAUSES 1** and **4 (SECTION F)** only), if during the period of a previous renewal of this Policy **you** neglected, through error or oversight only, to report to **us** an incident that might give rise to a **claim**, then provided **you** have maintained uninterrupted insurance of the same type with **us** since expiry of the previous renewal of this Policy, **we** will



permit the incident to be reported to **us** under this Policy and **we** will indemnify **you** under this Policy in respect of any **claim** that arises out of the incident, provided:

- a. the indemnity will be subject to the applicable limit of liability of the previous renewal of this Policy under which the incident should have been reported to **us** or the applicable **limit of liability**, whichever is the lower;
- b. **we** may reduce the indemnity entitlement by the monetary equivalent of any prejudice which has been suffered as a result of the delayed notification; and
- c. the indemnity will be subject to all other terms and conditions of this Policy.

**We** require **you** to provide full details of the incident, including but not limited to:

- a. the time, place and nature of the incident;
- b. the manner in which **you** first became aware of this incident;
- c. reasons why **you** believe that this incident could give rise to a **claim**;
- d. the identity of the potential claimant; and
- e. an indication as to the size of the **claim** that could result from this incident.

For the avoidance of doubt, this Condition only applies to incidents that might give rise to a **claim**.

#### 9. Cross liability and severability

In respect of **INSURING CLAUSE 4** only, where there is more than one entity insured under this Policy, and subject to the **limit of liability**, any **claim** made by one insured entity against another insured entity will be treated as if they are a **third party** and knowledge possessed by one insured entity will not be imputed to any other insured entity.

#### 10. Dispute resolution

All disputes or differences between **you** and **us** will be referred to mediation or arbitration and will take place in the country of registration of the company named as the insured in the Declarations page.

In respect of any arbitration proceeding **we** will follow the applicable rules of the arbitration association in the country where the company stated as the insured in the Declarations page is registered, the rules of which are deemed incorporated into this Policy by reference to this Condition. Unless the applicable arbitration association rules state otherwise, a single arbitrator will be appointed who will be mutually agreed between **you** and **us**. If **you** and **we** cannot agree on a suitable appointment then **we** will refer the appointment to the applicable arbitration association.

Each party will bear its own fees and costs in connection with any mediation or arbitration proceeding but the fees and expenses of the arbitrator will be shared equally between **you** and **us** unless the arbitration award provides otherwise.



Nothing in this Condition is intended to remove **your** rights under **CONDITION 22**. However, if a determination is made in any mediation or arbitration proceeding, **CONDITION 22** is intended only as an aid to enforce this determination.

#### 11. Due diligence

In respect of **INSURING CLAUSE 5**, **you** will at **your** own expense take all practicable steps during the **period of the policy** to:

- a. prevent loss of or damage to **your premises** or **contents**, including taking practicable steps to reduce the risk of theft of **your contents** whilst in any vehicle by keeping them out of sight;
- b. maintain **your premises** or **contents** in a proper state of maintenance and repair; and
- c. take all reasonable steps to observe and comply with any applicable laws, obligations or requirements.

#### 12. Establishing loss of contents

If **you** make a claim under this Policy for loss of **contents**, **you** must reasonably establish how and when the incident took place.

#### 13. Extended reporting period

An extended reporting period of 60 days following the **expiry date** will be automatically granted at no additional premium. This extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. in respect of **INSURING CLAUSES 1** and **4 (SECTION F only)**, any **claim** first made against **you** during the **period of the policy** and reported to **us** during this extended reporting period;
- b. in respect of **INSURING CLAUSES 2** and **3**, any **cyber event** or **loss** first discovered by **you** during the **period of the policy** and reported to **us** during this extended reporting period; and
- c. any circumstance that a **senior executive officer** became aware of during the **period of the policy** and reports to **us** during this extended reporting period.

No claim will be accepted by **us** in this 60 day extended reporting period if **you** are entitled to indemnity under any other insurance, or would be entitled to indemnity under such insurance if its limit of liability was not exhausted.

#### 14. Optional extended reporting period

If **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period for the duration stated in the Declarations page which will be effective from the cancellation or non-renewal date.



This optional extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. in respect of **INSURING CLAUSES 1 and 4 (SECTION F only)**, any **claim** first made against **you** and reported to **us** during this optional extended reporting period, provided that the **claim** arises out of any act, error or omission committed prior to the date of cancellation or non-renewal; and
- b. in respect of **INSURING CLAUSES 2 and 3**, any **cyber event** or **loss** first discovered by **you** during this optional extended reporting period, provided that the **cyber event** or **loss** first occurred during the **period of the policy**.

If **you** would like to purchase the optional extended reporting period **you** must notify **us** and pay **us** the optional extended reporting period premium stated in the Declarations page within 30 days of cancellation or non-renewal.

The right to the optional extended reporting period will not be available to **you** where cancellation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **limit of liability** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

At the renewal of this Policy, **our** quotation of different **premium, deductible**, limits of liability or changes in policy language will not constitute non-renewal by **us**.

#### 15. Fraudulent claims

If it is determined by final adjudication, arbitral tribunal or written admission by **you**, that **you** notified **us** of any claim knowing it to be false or fraudulent in any way, **we** will have no responsibility to pay that claim, **we** may recover from **you** any sums paid in respect of that claim and **we** reserve the right to terminate this Policy from the date of the fraudulent act. If **we** exercise this right, **we** will not be liable to return any **premium** to **you**. However, this will not affect any non-fraudulent claim under this Policy which has been previously notified to **us**.

#### 16. Maintenance of employee automobile liability insurance

It is a condition precedent to indemnity under **INSURING CLAUSE 4 (SECTIONS G and H only)** that all **employees** who operate an automobile in the course of **your** business activities will maintain in full force and effect for the **period of the policy** primary automobile liability insurance in an amount equal to, or greater than, the minimum primary automobile liability limits required in the state of registration of the automobile. If **you** make a **claim** under **INSURING CLAUSE 4 (SECTIONS G and H only)** and the **employee** has failed to meet these requirements then this Policy will only respond to provide excess coverage as though the requirements had been met, whereby **you** agree to pay all sums within and up to the required minimum limit.



## 17. Mergers and acquisitions

If **you** acquire an entity during the **period of the policy** whose annual revenue does not exceed 20% of the **company's** annual revenue, as stated in its most recent annual financial statements, cover is automatically extended under this Policy to include the entity as a **subsidiary**.

If **you** acquire an entity during the **period of the policy** whose annual revenue exceeds 20% of the **company's** annual revenue, as stated in its most recent annual financial statements, cover is automatically extended under this Policy to include the entity as a **subsidiary** for 45 days.

**We** will consider providing cover for the acquired entity after the period of 45 days if:

- a. **you** give **us** full details of the entity within 45 days of its acquisition; and
- b. **you** accept any amendment to the terms and conditions of this Policy and agree to pay any additional **premium** required by **us**.

In the event **you** do not comply with a. and b. above, cover will automatically terminate for the entity 45 days after the date of its acquisition.

Cover for any acquired entity is only provided under this Policy for any act, error or omission committed or alleged to have been committed on or after the date of its acquisition.

No cover will be automatically provided under this Policy for any acquired entity:

- a. whose business activities are materially different from **your** business activities;
- b. that has been the subject of any lawsuit, disciplinary action or regulatory investigation in the 3 year period prior to its acquisition; or
- c. that has experienced a **cyber event** in the 3 years period prior to its acquisition, if **you** have purchased **INSURING CLAUSES 2** or **3** and the **cyber event** cost more than the highest **deductible** of **INSURING CLAUSES 2** or **3**.

No cover will be provided under this Policy for premises or **contents** owned by any acquired entity prior to the date of acquisition.

If during the **period of the policy you** consolidate, merge with or are acquired by another entity then cover under this Policy will continue to apply but only in respect of any act, error or omission committed or alleged to have been committed prior to the effective date of the consolidation, merger or acquisition.

## 18. Our rights of recovery

If **we** make any payment under this Policy and **you** have any right of recovery against a **third party** in respect of this payment, then **we** will maintain this right of recovery. **You** will do whatever is reasonably necessary to secure this right and will not do anything after the event which gave rise to the claim to prejudice this right.



**We** will not exercise any rights of recovery against any **employee**, unless this is in respect of any fraudulent or dishonest acts or omissions as proven by final adjudication, arbitral tribunal or written admission by the **employee**.

Any recoveries will be applied as follows:

- a. towards any recovery expenses incurred by **us**;
- b. then to **us** up to the amount of **our** payment under this Policy, including **costs and expenses**;
- c. then to **you** as recovery of **your deductible**.

#### 19. **Prior subsidiaries**

Should an entity cease to be a **subsidiary** after the **inception date**, cover in respect of the entity will continue as if it was still a **subsidiary** during the **period of the policy**, but only in respect of an act, error, omission or event occurring prior to the date that it ceased to be a **subsidiary**.

#### 20. **Process for paying privacy breach notification costs**

Any **privacy breach** notification transmitted by **you** or on **your** behalf must be done with **our** prior written consent. **We** will ensure that notification is compliant with any legal or regulatory requirements and contractual obligations. No offer must be made for financial incentives, gifts, coupons, credits or services unless with **our** prior written consent which will only be provided if the offer is commensurate with the risk of harm.

**We** will not be liable for any portion of the costs **you** incur under **INSURING CLAUSE 2 (SECTION C)** only) that exceed the costs that **you** would have incurred had **you** gained **our** prior written consent. In the absence of **our** prior written consent **we** will only be liable to pay **you** the equivalent cost of a notification made using the most cost effective means permissible under the governing law.

#### 21. **Waiver of subrogation**

Notwithstanding **CONDITION 18**, **we** agree to waive **our** rights of recovery against any **third party** if, prior to the claim or incident which **you** reasonably expected to give rise to a claim, **you** entered into a contract that contains a provision requiring **you** to do this.

#### 22. **Choice of law, jurisdiction and service of suit**

In the event of a dispute between **you** and **us** regarding this Policy, the dispute will be governed by the laws of the State of the United States of America shown as the choice of law stated in the Declarations page. **We** agree, at **your** request, to submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Nothing in this Condition constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any court of competent jurisdiction in the United States of



America, to move an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States of America or the laws of any State of the United States of America.

It is further agreed that service of process in such suit may be made upon the representative stated in the Declarations page and that in any suit instituted against **us, we** will abide by the final decision of such court or of any appellate court in the event of an appeal. The representative stated in the Declarations page is authorized and directed to accept service of process on **our** behalf in any such suit and, at **your** request, to give a written undertaking to **you** that they will enter a general appearance on **our** behalf in the event such suit is instituted.

Additionally, in accordance with the statute of any state, territory or district of the United States which makes such a provision, **we** hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as **our** true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by **you** arising out of this Policy. The representative stated in the Declarations page is hereby designated as the person to whom the above mentioned officer is authorized to mail such process or a copy thereof.

**POLICY NUMBER: 994357605**

---

Form 2366 (02/11) M\_CL

**Blanket Additional Insured Endorsement**

---

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury or property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

**ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

**POLICY NUMBER: 994357605**

---

Form 2367 (06/10) M\_CL

**Blanket Waiver of Subrogation Endorsement**

---

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If you pay the fee for this Blanket Waiver of Subrogation Endorsement, we agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any loss.

**ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
Report claims to:  
[claims@corespecialty.com](mailto:claims@corespecialty.com)

## STARSTONE SPECIALTY INSURANCE CO.

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

In consideration of the payment of premium and in reliance upon the statements in the Declarations of this Policy, Starstone Specialty Insurance Co., hereinafter referred to as the Insurer, agrees as follows:

#### SECTION I. - COVERAGE

- A.** This Policy shall provide the Insured with Excess Liability Insurance coverage in accordance with the same warranties, terms, conditions, exclusions and limitations as are contained, on the Inception Date of this Policy, in the **Followed Policy** set forth in Item 7. of the Declarations of this Policy, subject to the premium, limits of liability, retention, policy period, warranties, exclusions, limitations and any other terms and conditions of this Policy including any and all endorsements attached hereto, inconsistent with or supplementary to the **Followed Policy**.
- B.** Notwithstanding **A.** above, in no event shall this Policy follow the terms, conditions, exclusions or limitations in the **Followed Policy** or provide coverage under this Policy with respect to or as a result of any of the following clauses or similar clauses in the **Followed Policy**:
1. Liberalization clause;
  2. Cancellation, non-renewal or change in terms provisions;
  3. State-specific No-fault, Uninsured Motorist or Underinsured Motorist law, or any similar law;
  4. Crisis Management or Crisis Response endorsement; or
  5. Sublimit of liability, unless coverage for such sublimit is specifically endorsed to this Policy.

#### SECTION II. - LIMITS OF LIABILITY

- A.** Where an amount is shown for the aggregate limit of liability in Item 5. of the Declarations of this Policy, the amount stated is the most the Insurer will pay for all damages covered under this Policy with respect to Coverage subject to an aggregate limit of liability in the **Followed Policy**.
- B.** Subject to **A.** above, the per occurrence, per claim, or per loss limit of liability stated in Item 5. of the Declarations of this Policy is the most the Insurer will pay for all damages arising out of any one occurrence, claim or loss as stated in the **Followed Policy**.
- C.** Defense costs to which this Policy applies shall not reduce the limits of liability stated in **A.** and **B.** above, except to the extent costs covered under the **Followed Policy** reduce the limits of liability of the **Followed Policy**.

#### SECTION III. - RETENTION



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
Report claims to:  
[claims@corespecialty.com](mailto:claims@corespecialty.com)

## STARSTONE SPECIALTY INSURANCE CO.

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

- A. The Limits of Liability stated in Item 5. of the Declarations of this Policy apply in excess of:
1. The total of the limits of liability of the **Underlying Policies** applicable on a per occurrence, per claim or per loss basis, but in no event in an amount less than the total of the per occurrence, per claim or per loss limits of liability of the Underlying Excess Policies stated in Item 6 of the Declarations of this Policy;
  2. The total of the limits of liability of the **Underlying Policies** applicable on an aggregate basis, where an amount is shown in the aggregate limit of liability of the **Underlying Policies** stated in Item 6 of the Declarations of this Policy, but in no event in any amount less than the aggregate limits of liability of the Underlying Excess Policies stated in Item 6. of the Declarations of this Policy;
  3. The self-insured retention under the **Followed Policy**, if any, where the aggregate limits of liability determined in **2.** above, has been exhausted.
- B. This Policy will not apply in excess of any reduced or exhausted limits of liability of the **Underlying Policies** to the extent that such reduction or exhaustion is caused by:
1. Payment of amounts on account of occurrences or claims that are not covered under this Policy;
  2. Uncollectibility in whole or in part of the limits of liability of an **Underlying Policy**.
- C. Notwithstanding **B.1.** above, defense costs incurred by the **Underlying Policies** shall not reduce the limits of liability of such **Underlying Policies**, except to the extent defense costs incurred by underlying insurance, including self-insured retentions, reduce the Insured's retained limit of liability under the **Followed Policy**.

#### SECTION IV. - EXCLUSIONS

This Policy shall not apply to:

##### A. ASBESTOS

Any bodily injury, property damage, personal injury, advertising injury, arising out of:

1. The manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos;
2. Any obligation of the insured to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
Report claims to:  
[claims@corespecialty.com](mailto:claims@corespecialty.com)

## STARSTONE SPECIALTY INSURANCE CO.

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos; or

3. Any obligation to defend any suit or claim against the insured that seeks damages if such suit or claim arises as the result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos.

#### B. EMPLOYMENT-RELATED PRACTICES LIABILITY

Any liability, defense costs or damages which arise out of any:

1. Refusal to employ;
2. Termination of employment;
3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies acts or omissions;
4. Consequential bodily injury or personal injury as a result of 1. through 3. above; or
5. Any liability arising from or in any way in connection with the actual, alleged, potential or attempted actions in the course of any employer-employee relationship.

This exclusion applies whether the insured may be held liable as an employer or in another capacity and to any of your obligation to share damages with or to repay someone else who must pay damages because of the injury.

#### C. RADIOACTIVE MATTER

Any liability arising out of any radioactive matter, whether or not naturally occurring.

#### D. KNOWN LOSS

Any liability arising out of any claim or of any occurrence likely to give rise to a claim, of which a **Responsible Insured** was aware prior to the Inception Date set forth in Item 2. of the Declarations of this Policy, regardless of whether such **Responsible Insured** believed such claim or occurrence would involve this Policy.

For the purposes of this Exclusion, the following definitions apply:

**Responsible Insured** means an **Executive Officer** of the Insured, or any manager or equivalent level employee in the Insured's Risk Management, Insurance or Law Department.



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
Report claims to:  
[claims@corespecialty.com](mailto:claims@corespecialty.com)

## STARSTONE SPECIALTY INSURANCE CO.

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

**Executive Officer** means the Chairman of the Board, President, Chief Executive, Operating, Financial and Administrative Officers, Managing Directors, or any Executive or Senior Vice President of the Insured. Where such title is inapplicable, the equivalent level of personnel shall be substituted.

#### E. EXPECTED OR INTENDED

Any liability expected or intended from the standpoint of the insured. This exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property.

#### F. ADVERTISING INJURY

Any liability arising out of:

1. A breach of contract, except an implied contract to use another's advertising idea in the course of advertising your goods, products or services;
2. The failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services; or
3. The wrong description of the price of goods, products or services stated in the course of advertising your goods, products or services.

#### G. WORKERS COMPENSATION

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

#### H. POLLUTION LIABILITY

1. Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
  - a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
  - b. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;
  - d. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
Report claims to:  
[claims@corespecialty.com](mailto:claims@corespecialty.com)

## **STARSTONE SPECIALTY INSURANCE CO.**

### **FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

- 1) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
  - 2) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants;
  - e. If the bodily injury or property damage is included within the products-completed operations hazard;
  - f. That are, or that are contained in any property that is:
    - 1) Being transported or towed by, or handled for movement into, onto or from, the covered auto;
    - 2) Otherwise in the course of transit by or on behalf of the insured; or
    - 3) Being stored, disposed of, treated or processed in or upon the covered auto.
  - g. Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by the insured for movement into or onto the covered auto; or
  - h. After the pollutants or any property in which the pollutants are contained are moved from the covered auto to the place where they are finally delivered, disposed of or abandoned by the insured.
2. Pollution cost or expense.

#### **I. PROPERTY DAMAGE**

1. Property damage to:
  - a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
  - b. Premises you sell, give away or abandon, if the property damage arises out of any part of those premises;
  - c. Property loaned to you;
  - d. Personal property in the care, custody or control of the insured;



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
Report claims to:  
[claims@corespecialty.com](mailto:claims@corespecialty.com)

## **STARSTONE SPECIALTY INSURANCE CO.**

### **FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

- e. That particular part of real property on which you or any contractors or subcontractors directly or indirectly on your behalf are performing operations, if the property damage arises out of those operations; or
  - f. That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.
2. Sub-paragraphs **a.**, **c.** and **d.** of this exclusion do not apply to property damage (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.
  3. Sub-paragraph **b.** of this exclusion does not apply if the premises are your work and were never occupied, rented or held for rental by you.
  4. Sub-paragraphs **c.**, **d.**, **e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.
  5. Sub-paragraph **f.** of this exclusion does not apply to property damage included in the products-completed operations hazard.

#### **J. PROPERTY DAMAGE TO YOUR PRODUCT**

Property damage to your product arising out of it or any part of it.

#### **K. PROPERTY DAMAGE TO YOUR WORK**

Property damage to your work arising out of it or any part of it and included in the products-completed operations hazard. This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **L. PROPERTY DAMAGE TO IMPAIRED PROPERTY**

Property damage to impaired property or property that has not been physically injured, arising out of:

1. A defect, deficiency, inadequacy or dangerous conditions in your product or your work; or
2. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of tangible property arising out of sudden and accidental physical injury to your product or your work after it has been put to its intended use.

#### **M. PRODUCT RECALL**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
Report claims to:  
[claims@corespecialty.com](mailto:claims@corespecialty.com)

## STARSTONE SPECIALTY INSURANCE CO.

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

1. Your product;
2. Your work; or
3. Impaired property;

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### N. AIRCRAFT

Any bodily injury or property damage included within the products-completed operations hazard and arising out of any aircraft product or the grounding of any aircraft.

#### O. WAR

Bodily injury, personal injury or property damage that results from, or any condition that is incidental to, any of the following: **(a)** war, whether or not declared; **(b)** civil war; **(c)** insurrection; **(d)** rebellion; **(e)** revolution; **(f)** warlike operations.

#### P. FUNGI OR BACTERIA

1. Bodily injury, property damage, personal injury or advertising injury-which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; or
2. Any loss, cost or expenses arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effect of, **fungi** or bacteria, by you or any other person or entity.

This exclusion does not apply to any **fungi** or bacteria that are, are on, or are contained in, a food product intended for consumption.

As used in this exclusion, **fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

#### Q. UNINSURED/UNDERINSURED MOTORIST

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

1. Uninsured motorists;



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
Report claims to:  
[claims@corespecialty.com](mailto:claims@corespecialty.com)

## STARSTONE SPECIALTY INSURANCE CO.

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

2. Underinsured motorists;
3. Auto no-fault laws or other first party personal injury laws; or
4. Medical expense benefits and income loss benefits laws of any applicable state or jurisdiction.

#### R. CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

With respect to any one or more **certified acts of terrorism**, we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

**Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. The federal Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 sets forth the following criteria for a **certified act of terrorism**:

1. The act resulted in aggregate losses in excess of \$ 100 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

#### S. LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS)

Damages arising, directly or indirectly, out of any act of terrorism other than a **certified act of terrorism**.

#### T. PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

Damages arising, directly or indirectly, out of a **certified act of terrorism** that are awarded as punitive damages.



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
Report claims to:  
[claims@corespecialty.com](mailto:claims@corespecialty.com)

## STARSTONE SPECIALTY INSURANCE CO.

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

#### U. SILICA

1. Any loss, claim or occurrence, whether for bodily injury, property damage, personal injury or advertising injury arising out of or in any way related to the actual, alleged or threatened discharge, dispersal, emission, release, escape, handling, contact with, exposure to or inhalation, ingestion or respiration of silica or products or substances containing silica or silicon dioxide in any form including, but not limited to, silica dust, sand or otherwise, or work involving the use of or handling of silica or silicon dioxide in any form, even if other causes are alleged to contribute to or aggravate such loss, claim or occurrence.
2. This insurance also does not apply to any loss, claim or occurrence arising from or related to:
  - a. Any supervision, instruction, recommendations, warnings or advice given or which should have been given in connection with the events described in Paragraph 1. above; and
  - b. Any obligation to indemnify, defend, share damages with or repay someone else who must pay damages because of events described in Paragraph 1. above; and
  - c. Any fines or penalties imposed because of events described in Paragraph 1. above.

#### V. LEAD

Any liability arising out of the manufacture, distribution, sale, installation, removal, utilization, ingestion, or inhalation of, presence of or exposure as the case may be to lead or any material or product(s) containing lead.

#### W. INVERSE CONDEMNATION EXCLUSION

Any liability arising out of, or in any way connected with, the principles of eminent domain, adverse possession, dedication by adverse use, condemnation proceedings, or inverse condemnation, by whatever name called, and whether such liability accrues directly against you or by virtue of any agreement entered by or on your behalf.

#### X. NANOTECHNOLOGY

1. Any liability related to the actual, alleged, or threatened presence of or exposure to **nanotubes** or **nanotechnology** in any form, or to harmful substances emanating from **nanotubes** or **nanotechnology**. This includes the use of, consumption of, ingestion of, inhalation of, absorption of, contact with, existence of, presence of, proliferation of, discharge of, dispersal of, seepage of, migration of, release of, escape of; or exposure to **nanotubes** or **nanotechnology**. Such injury



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
Report claims to:  
[claims@corespecialty.com](mailto:claims@corespecialty.com)

## STARSTONE SPECIALTY INSURANCE CO.

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

from or exposure to **nanotubes** or **nanotechnology** also includes, but is not limited to:

- a. The existence, storage, handling or transportation of **nanotubes** or **nanotechnology**;
  - b. The removal, abatement or containment of **nanotubes** or **nanotechnology** from any structures, materials, goods, products, or manufacturing process;
  - c. The disposal of **nanotubes** or **nanotechnology**;
  - d. Any structures, manufacturing processes, or products containing **nanotubes** or **nanotechnology**;
  - e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage;
  - f. Any product manufactured, sold, handled, or distributed by you or on your behalf which contains **nanotubes** or **nanotechnology**; or
  - g. Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.
2. Any loss, cost or expense including, but not limited to, payment for investigations or defense, fines, penalties, interest and other costs or expenses, arising out of any:
- a. Claim, suit, demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that you or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of **nanotubes** or **nanotechnology**; or
  - b. Claim, suit, demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from **nanotubes** or **nanotechnology** or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, **nanotubes** or **nanotechnology** by any insured or by any other person or entity; or
  - c. Claim, suit, demand, judgment, obligation, or request to investigate which would not have occurred; in whole or in part, but for the actual or alleged presence of or exposure to **nanotubes** or **nanotechnology**;

This exclusion applies regardless of who produced, installed, used, owned, sold, distributed, handled, stored or controlled the **nanotubes** or **nanotechnology**.

With respect to this exclusion, the following definitions apply:

1. **Nanotubes** means hollow cylinders of carbon atoms or carbon fibers or any type or form of **nanotechnology** which contain remarkable strength and electrical properties used in any products, goods, or materials.
2. **Nanotechnology** means engineering at a molecular or atomic level.



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
Report claims to:  
[claims@corespecialty.com](mailto:claims@corespecialty.com)

## STARSTONE SPECIALTY INSURANCE CO.

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

#### Y. NUCLEAR

Bodily injury or **property damage**:

1.
  - a. With respect to which an insured under the Policy is also an insured under a nuclear energy liability Policy issued by Nuclear Energy Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such Policy but for its termination upon exhaustion of its limit of liability; or
  - b. Resulting from the **hazardous properties** of **nuclear material** and with respect to which **a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **b)** the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Bodily injury or **property damage** resulting from the **hazardous properties** of **nuclear material**, if:
  - a. The **nuclear material a)** is at any **nuclear facility** owned by, or operated by or on behalf of, an insured or **b)** has been discharged or dispersed therefrom;
  - b. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - c. The bodily injury or **property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this Sub-paragraph **c.** applies only to **property damage** to such **nuclear facility** and any property thereat.
3. As used in this Exclusion **Y.**:
  - a. **Hazardous properties** include radioactive, toxic or explosive properties;
  - b. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**;
  - c. **Source material**, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
  - d. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
Report claims to:  
[claims@corespecialty.com](mailto:claims@corespecialty.com)

## STARSTONE SPECIALTY INSURANCE CO.

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

- e. **Waste** means any waste material (a) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and (b) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.
- f. **Nuclear facility** means:
- 1) Any **nuclear reactor**;
  - 2) Any equipment or device designed or used for:
    - a) Separating the isotopes of uranium or plutonium; or
    - b) Processing or utilizing **spent fuel**, or
    - c) Handling, processing or packaging **waste**;
  - 3) Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
  - 4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**;
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- g. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- h. Property damage includes all forms of radioactive contamination of property.

### SECTION V. - DEFINITIONS

The following Definitions apply to this Policy:

- A. **Followed Policy** means the policy listed in Item 7. of the Declarations of this Policy.



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
Report claims to:  
[claims@corespecialty.com](mailto:claims@corespecialty.com)

## STARSTONE SPECIALTY INSURANCE CO.

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

**B. Underlying Policies** means those policies that are scheduled in the Schedule of Underlying Excess Policies in Item 6. of the Declarations of this Policy and any other applicable underlying insurance, including any self-insured retentions.

#### SECTION VI. - CONDITIONS

##### A. CANCELLATION CLAUSE

1. This Policy may be canceled by the first Named Insured listed in Item 1. of the Declarations of this Policy by mailing or delivering to the Insurer at the address set forth in Item 9(b) of the Declarations advance written notice of cancellation. This Policy may be canceled by or on behalf of the Insurer by delivering to the first Named Insured or by mailing to the first Named Insured, by registered, certified, or other first class mail, at the first Named Insured's address set forth in Item 1. of the Declarations, written notice stating when thereafter, not less than fifteen (15) days in the event any premium is not paid when due, and not less than sixty (60) days in all other cases, cancellation shall be effective. Proof of mailing of such notice as aforesaid shall be sufficient proof of notice. It is agreed that the first Named Insured shall act on behalf of all Insureds with respect to giving and receiving notice of cancellation. The Policy Period terminates at the date and hour specified in such notice, but in case of notice of cancellation by the first Named Insured, in no event prior to the date such notice is received by the Insurer.
2. If this Policy shall be canceled by the first Named Insured, the Insurer shall return ninety percent (90%) of the unearned portion of the premium calculated on a pro rata basis unless there is a Minimum Earned Premium set forth in Item 8 (b) of the Declarations, in which case the Insurer will retain the Minimum Earned Premium and return the difference, if any, between the Minimum Earned Premium and the unearned portion of the premium calculated on a pro rata basis.
3. If this Policy shall be canceled by the Insurer, the Insurer shall return to the first Named Insured the unearned portion of the premium calculated on a pro rata basis.
4. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

##### B. ASSISTANCE AND COOPERATION

1. The Insurer shall have the right but not the duty to assume charge of the defense or settlement of any claim or suit against the Insured to which this Policy may apply upon exhaustion of the applicable limits of liability of the **Underlying Policies**. If the Insurer has exercised such right, it may withdraw from the defense and tender the defense to the Insured upon exhaustion of the applicable limits of liability under this Policy. If the Insurer does not exercise the right to assume charge of such defense or settlement, or if the applicable limits of the **Underlying Policies** are not exhausted, the Insurer shall have the right and shall be given the opportunity to associate effectively with the Insured or the Underlying Insurer or both, in the defense and control of any claim or suit likely to involve this Policy. In such events, the Insured, the Underlying Insurer and the Insurer shall cooperate in the defense of such claim or suit.



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
Report claims to:  
[claims@corespecialty.com](mailto:claims@corespecialty.com)

## STARSTONE SPECIALTY INSURANCE CO.

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

2. The Insured shall not, except at its own expense, settle any claim or suit or incur any defense costs for an amount to which this Policy applies without the Insurer's written consent.

#### C. CHANGES IN FOLLOWED POLICIES

If during the Policy Period of this Policy, the terms, conditions, exclusions or limitations of the **Followed Policy** are changed in any manner from those in effect on the inception date of this Policy, the Insured shall as a condition precedent to its rights under this Policy give to the Insurer as soon as practicable written notice of the full particulars thereof. This Policy shall become subject to any such changes upon the effective date of the changes in the **Followed Policy**, but only upon the condition that the Insurer agrees to follow such changes in writing and the Insured agrees to any additional premium or amendment of the provisions of this Policy required by the Insurer relating to such changes. Further, such change in coverage is conditioned upon the Insured's payment when due of any such additional premium required by the Insurer relating to such changes.

#### D. MAINTENANCE OF UNDERLYING INSURANCE

While this Policy is in effect, the Insured agrees to maintain the **Underlying Policies** in full force. The Insured's failure, or the failure of others, to comply with this Condition will not invalidate this Policy, but in the event of such failure, the Insurer will only be liable to the same extent as if there had been compliance.

#### E. PAYMENT OF PREMIUM

The first Named Insured listed in Item 1 of the Declarations of this Policy shall be responsible for and act on behalf of all Insureds with respect to the payment of any premiums due under this Policy.

#### F. REQUIRED NOTICES TO INSURER BY INSURED

##### 1. Notice of Occurrence, Offense, Claim or Loss

- a. The Insured shall, as a condition precedent to the obligations of the Insurer under this Policy, give written notice as soon as practicable to the Insurer of any occurrence, offense, claim or suit likely to involve this Policy.
- b. Without limiting the requirements of paragraph a. above, the Named Insured shall separately, and as soon as practicable, give written notice to the Insurer when a payment is made or reserve established for any occurrence, offense, claim or suit which has brought the total of all payments and reserves by the Insured, or Underlying Insurers to a level of twenty-five percent (25%) or more of the Underlying Aggregate Limit.



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
Report claims to:  
[claims@corespecialty.com](mailto:claims@corespecialty.com)

## STARSTONE SPECIALTY INSURANCE CO.

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

#### 2. Notice Regarding Underlying Insurance

The Insured shall, as a condition precedent to the obligations of the Insurer under this Policy, give written notice to the Insurer of the following events as soon as practicable but in no event later than thirty (30) days after an Insured has become aware of the event:

- a. Any **Underlying Policy** being cancelled or non-renewed or otherwise ceasing to be in effect or being uncollectible in part or in whole; or
- b. Any underlying insurer being subject to a receivership, liquidation, dissolution, rehabilitation or any similar proceeding or being taken over by any regulatory authority.

#### 3. Notice Regarding Material Change

The Insured shall, as a condition precedent to the obligations of the Insurer under this Policy, give written notice to the Insurer of the following events as soon as practicable but in no event later than thirty (30) days after an Insured has become aware of the event: that the Named Insured is consolidating with or merging with or into, or transferring all or substantially all of its assets to, or acquiring or being acquired by any natural person or entity or group of natural persons and/or entities acting in concert.

With respect to the Notice required in Paragraphs **1.**, **2.** and **3.** of this Condition **F.**, notice to an Underlying Insurer shall not constitute notice to the Insurer of this policy. Notice under this Policy shall be given to the Insurer at the appropriate address set forth in Item 9. of the Declarations of this Policy.

#### G. RESTRICTIVE AS UNDERLYING

Notwithstanding any provision to the contrary in this Policy, including, without limitation, the Coverage provisions in Section I of this Policy, if any **Underlying Policy** with limits in excess of the **Followed Policy** but underlying to this Policy (the "Intervening Policy") contains warranties, terms, conditions, exclusions or limitations more restrictive than the **Followed Policy**, whether on the effective date of this Policy or at any time during the Policy Period of this Policy, then this Policy shall be deemed to follow those more restrictive warranties, terms, conditions, exclusions or limitations of the Intervening Policy.

#### H. UNIMPAIRED UNDERLYING LIMITS

The Insured warrants that the aggregate limits of the **Underlying Policies**, as shown in the Schedule of Underlying Insurance, shall be unimpaired as of the effective date of this Policy. In the event such underlying aggregate limits are impaired as of the effective date of this Policy, this Policy shall apply as if such aggregate limits were unimpaired. In the event of non-concurrent policy periods between this Policy and **Underlying Policies**, only occurrences, claims, or losses that would be covered during the policy period of this Policy shall be considered in determining the extent of any erosion or



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
Report claims to:  
[claims@corespecialty.com](mailto:claims@corespecialty.com)

**STARSTONE SPECIALTY INSURANCE CO.**

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

exhaustion of the underlying aggregate limits, and the Insured shall retain liability for any resulting gap in coverage.

**I. SERVICE OF SUIT**

Pursuant to any statute of any state, territory or District of the United States which makes provision therefore, the Insurer hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder, arising out of this Policy.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its Authorized Representative and countersigned on the Declarations Page by a dully authorized agent of the Insurer.

**President**

**Secretary**

Joseph E (JES) Connelio

[Signature]



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 57 WEC ZO3688

**Endorsement Number:**

**Effective Date:** 04/29/25

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** DE NOVO PLANNING GROUP, INC.

1020 SUNCAST LN STE 106  
EL DORADO HILLS CA 95762

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by Debbie Cummins  
Authorized Representative

## Certificate Of Completion

Envelope Id: FCF28EDA-A82F-4317-8649-4D4E10572F59

Status: Completed

Subject: De Novo Planning Group 2020-65 - Amendment No. 1

Source Envelope:

Document Pages: 32

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 3

Tanya Ramirez

AutoNav: Enabled

tramirez@westminster-ca.gov

Envelopeld Stamping: Enabled

IP Address: 12.206.145.194

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

## Record Tracking

Status: Original

Holder: Tanya Ramirez

Location: DocuSign

January 29, 2026 | 12:38

tramirez@westminster-ca.gov

## Signer Events

Jodie Griner

Jgriner@westminster-ca.gov

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
*Jodie Griner*  
5749E0E8B30A462...

Signature Adoption: Pre-selected Style

Using IP Address: 12.206.145.194

## Timestamp

Sent: February 2, 2026 | 14:39

Viewed: February 4, 2026 | 10:12

Signed: February 4, 2026 | 10:24

### Electronic Record and Signature Disclosure:

Accepted: January 21, 2025 | 16:51

ID: deeb76ac-9a01-4452-b1eb-b72378b051db

Steven Mendoza

SMendoza@Westminster-ca.gov

Security Level: Email, Account Authentication  
(None)

Signed by:  
*Steven Mendoza*  
E7F40B3F8C5E4CB...

Signature Adoption: Drawn on Device

Using IP Address: 76.254.101.183

Signed using mobile

Sent: February 2, 2026 | 14:39

Viewed: February 2, 2026 | 16:59

Signed: February 2, 2026 | 17:00

### Electronic Record and Signature Disclosure:

Accepted: February 2, 2026 | 16:59

ID: 6310a010-e8d6-407c-9cdc-e54d14b98d2e

Scott E. Porter

sep@jones-mayer.com

City Attorney

Security Level: Email, Account Authentication  
(None)

Signed by:  
*Scott E. Porter*  
D97E0F2A7BF0479...

Signature Adoption: Pre-selected Style

Using IP Address: 47.155.228.238

Sent: February 4, 2026 | 10:24

Viewed: February 4, 2026 | 13:30

Signed: February 4, 2026 | 13:31

### Electronic Record and Signature Disclosure:

Accepted: February 4, 2026 | 13:30

ID: 4b721cd3-6bc4-4205-ad3f-de7c583bd04a

Christine Cordon

ccordon@westminster-ca.gov

City Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Christine Cordon*  
E9CB17CEAA77440...

Signature Adoption: Pre-selected Style

Using IP Address: 2a02:26f7:c34d:8000:0:c800:0:7

Signed using mobile

Sent: February 4, 2026 | 13:31

Viewed: February 10, 2026 | 00:20

Signed: February 10, 2026 | 00:20

### Electronic Record and Signature Disclosure:

Accepted: February 10, 2026 | 00:20

ID: 2c80f8b7-ec26-4975-aa59-fa75f8a72a7d

## In Person Signer Events

## Signature

## Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Colette Penalosa cpenalosa@Westminster-ca.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: February 10, 2026   00:20
City Clerk CityClerkCSR@westminster-ca.gov City Clerks Office City of Westminster Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: February 10, 2026   00:20
Ken Fichtelman KFichtelman@Westminster-ca.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: February 10, 2026   00:20
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	February 2, 2026   14:39
Certified Delivered	Security Checked	February 10, 2026   00:20
Signing Complete	Security Checked	February 10, 2026   00:20
Completed	Security Checked	February 10, 2026   00:20
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Westminster (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Westminster:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [AArocho@westminster-ca.gov](mailto:AArocho@westminster-ca.gov)

### **To advise City of Westminster of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [AArocho@westminster-ca.gov](mailto:AArocho@westminster-ca.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Westminster**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [AArocho@westminster-ca.gov](mailto:AArocho@westminster-ca.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Westminster**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [AArocho@westminster-ca.gov](mailto:AArocho@westminster-ca.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Westminster as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Westminster during the course of your relationship with City of Westminster.