

**CITY OF WESTMINSTER
PROFESSIONAL SERVICES AGREEMENT
WITH
WILLDAN ENGINEERING**

THIS AGREEMENT is made and entered into this 18th day of February, 2025 ("Effective Date"), by and between the CITY OF WESTMINSTER, a municipal corporation ("City"), and Willdan, a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide an Interim Code Enforcement Manager and related services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference. The Interim Code Enforcement Manager shall be Sergio Verino, unless another candidate is approved by the City.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall 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. Consultant shall cause the paragraphs contained in this Section 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.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed One Hundred Thousand Dollars (\$ 100,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A."

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such

acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on February 18, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for

reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages 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:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to

do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Community Development Director the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Community Development Director before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and 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. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

- (a) Additional insureds: "The City of Westminster and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in

coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Westminster, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Westminster shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Westminster, its officers, officials, agents, employees, and volunteers.
- (e) 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.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who

shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager 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 Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Willdan Engineering
2401 East Katella Ave Suite 300
Anaheim, CA 92806
Tel: 909-963-0565 Ext. 1938
Attn: Patrick Johnson

IF TO CITY:

City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683.
Tel: 714-548-3674
Attn: Sheri Vander Dussen

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this

Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's 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 and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors

providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any

right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.


CITY OF WESTMINSTER,
A municipal corporation

DocuSigned by:

E9CB17CEAA77440
Christine Cordon, City Manager

Date: February 19, 2025

ATTEST:

Signed by:

50F8C4C21CE544C
Ashton Arocho, City Clerk

CONSULTANT

DocuSigned by:
Patrick Johnson
30D19243FC9F45C...

Signature

Date: _____

Patrick Johnson Director - Building and Safety

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

DocuSigned by:
Christian Bettenhausen
D9B13911278F474...

Christian L. Bettenhausen, City Attorney

Date: February 19, 2025

APPROVED AS TO INSURANCE:

DocuSigned by:
Jodie Griner
5749E0E8B30A462...

Jodie Griner, Risk Management

Date: February 18, 2025

APPROVED AS TO CONTENT:

Signed by:
Sheri VanderDussen
C8030634945A418...

Project Manager

Date: February 18, 2025

DEPARTMENTAL APPROVAL

Sheri VanderDussen Interim Director of Community Development

Name, Title

Date: February 18, 2025

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK



December 3, 2024

Sheri Vander Dussen
Interim Director | Community Development
City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683

Subject: Interim Code Enforcement Support (Manager)

Dear Ms. Vander Dussen,

Thank you for contacting Willdan regarding the City of Westminster's need for an Interim Code Enforcement Manager. We are pleased to have the opportunity to partner with you and support the City's Code Enforcement division during this critical transition period.

Based on your email's outlined responsibilities and expectations, we understand the importance of maintaining efficient operations, ensuring technical oversight, and providing strong leadership during this interim period. Willdan is well-equipped to meet these needs, leveraging our extensive experience providing interim management and technical support for municipal code enforcement programs.

Our proposed Interim Code Enforcement Manager will focus on the following:

- **Evaluating caseloads and practices** to streamline operations and identify opportunities for improvement.
- **Technical oversight and performance monitoring** are provided through the City's permit system (EnerGov).
- **Delivering weekend support** to officers as needed and ensuring continuous division operation.
- **Leading regular meetings** with officers to provide guidance, address challenges, and reinforce best practices.
- **Offering comprehensive feedback and recommendations** to you on performance, response times, and process enhancements.
- **Managing response tracking** for complaints from the City's application, City Manager's Office, and other sources, ensuring timely resolutions.
- **Other responsibilities** as requested/required by the City.

We understand the urgency of maintaining seamless operations and the importance of preparing the division to transition to a new permanent manager. Willdan's proven expertise in code enforcement, combined with our collaborative approach, ensures that we can effectively address the City of Westminster's needs during this interim period.

Our code enforcement management team is not just a team but a group of seasoned professionals with extensive experience, including Code Enforcement Manager Terry Cox (27 years), Code Enforcement Manager Kerry Simpson (35 years), and Code Consultants John Poole (40 years), Ed Nicholls (35 years), Scott Barber (30 years), and Victor Martinez (30 years). Our team also includes former city managers, code directors, managers, supervisors, senior-level officers, and experienced code enforcement specialists.

CITY OF WESTMINSTER

Please find our formal proposal attached for your review. Should you have any questions or wish to discuss the proposal further, please contact me directly. I am available to coordinate at your earliest convenience to ensure a smooth and immediate implementation of services.

Thank you again for considering Willdan as a trusted partner. We look forward to the opportunity to assist the City of Westminster and support its commitment to excellent community development and code enforcement practices.

Sincerely,

WILLDAN ENGINEERING



Terry Cox

Manager | Code Enforcement

tcx@willdan.com

562-233-8969



CITY OF WESTMINSTER

Table of Contents

Firm Profile

Scope of Work

Project Manager

Fee Schedule

Related Experience

References.....

Resumes

1

4

4

4

5

7

8

CITY OF WESTMINSTER

Firm Profile

Willdan Engineering, a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly traded Delaware corporation. Services are provided to nationwide clientele through three subsidiary firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified strengths. Throughout our history, Willdan Engineering (Willdan) has served as a full-service, multi-disciplinary firm specializing in building safety, municipal engineering, planning, and construction management and inspection services, along with a full complement of support disciplines.

Willdan stands out from other providers through our additional resources, availability, high-level oversight, and on-time performance. Our ability to provide additional resources, such as dedicated project management staff, state-of-the-art technology, and specialized expertise, sets us apart from other firms. We also prioritize availability, with an on-site team ready to respond to emergencies and urgent requests.

Our approach to service provision is based on responsiveness, cost-control measures, and practical training programs. We understand the importance of timely and efficient service delivery, and our team is committed to providing quick response times while maintaining cost-effectiveness. We prioritize effective training programs to ensure our staff possesses the necessary skills and knowledge to perform their duties to the highest standards.



Code Enforcement



Willdan's code enforcement management team possesses over 200 years of experience in code program development and oversight. Our team is available to perform program assessments and make recommendations to improve code divisions. Our staff members review entire programs and provide analysis of specific program areas such as code databases, revenue collection efforts, policies and procedures, and community-based neighborhood improvement programs.

In addition, our team of code enforcement personnel assists jurisdictions with the difficult task of maintaining the quality of life for their citizens. Willdan's staff offers extensive public agency experience in the areas of neighborhood preservation, housing inspection, and code enforcement. Our expertise includes the development and implementation of inspection programs designed to ensure public safety, promote community involvement, and protect the quality-of-life issues through community education and enforcement of municipal and related codes including preparation for, and participation in, prosecution by city and district attorneys.

Code Enforcement Services



Staffing: We provide highly skilled personnel on a full-time or part-time basis for both short-term and long-term projects. Our staff is available to work evenings, weekends, and on an as-needed or on-call basis. Our team has extensive public agency experience and training, and we can staff individual positions or a full division.



Development & Implementation: Willdan offers support in such areas as municipal code amendments, specialized programs, revenue protection and collection programs, and community-based neighborhood improvement programs.

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Management: We have talented management personnel with all levels of experience to serve as code enforcement directors, code compliance managers, and code supervisors.



Analysis: Our staff has reviewed entire programs for several municipalities but can also provide analysis of specific program areas such development of policies and procedures and community-based neighborhood improvement programs.

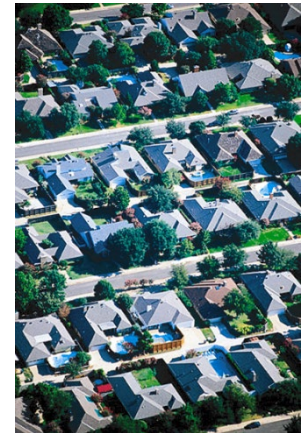


Other Services: Willdan offers expert support with a multitude of other services including vendor enforcement, short-term rental programs, grant proposal writing, community education, neighborhood clean-up events, graffiti prevention, and civil abatements and receiverships.

Code enforcement services are among the most complex and challenging services that government agencies provide. According to nationwide studies, property values, crime rates, insurance rates, business development, and the sense of community pride can be directly impacted by the successes of a jurisdiction's code enforcement program.

Willdan provides the following Code Enforcement Services:

- **Provide project managers and/or supervisors as onsite "employees."**
- **Provide full-time, part-time, interim, and/or weekend staff as onsite "employees."**
- Inspection services for HUD section 8 programs.
- Review, study, and analysis of existing programs.
- Development of ordinances and writing of grant proposals.
- Neighborhood cleanup and improvement programs.
- Community education programs.
- Development of educational materials.
- Vehicle abatement and parking enforcement.
- Assist in enforcement, including preparation and participation in prosecution by city and district attorneys.
- Illegal street/food vendor enforcement.
- The registration and enforcement of vacation rentals.
- The regulation of group and/or sober living homes.
- The operation of rental inspection programs.
- Inspection, regulation, and enforcement of marijuana dispensaries and grow houses.



Staffing

- Senior code officers
- Code compliance inspectors
- Code technicians
- Clerical support



Management

- Code enforcement directors
- Code compliance managers
- Code supervisors



Analysis

- Code databases
- Revenue collection efforts
- Policies and procedures
- Community based neighborhood improvement programs



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Qualifications and Experience.

The Willdan Advantage

When you partner with Willdan as your professional service provider, you gain access to a team of seasoned code professionals with years of combined knowledge and experience in neighborhood improvement and revitalization efforts. Our executive team has rehabilitated over 35 neighborhood areas within the municipalities they served, both in the public and private sectors. As a result of their efforts, they have received numerous accolades, including:

- Helen Putnam Award – California League of Cities
- Program Implementation – Orange County Chapter of American Planning Association
- Program Implementation – California Chapter of the American Planning Association
- Program Implementation – National Chapter of the American Planning Association
- Excellence in Code Enforcement – California State Assembly
- Neighborhood Revitalization Award – California State Senate
- Merit Award – United States Congress
- Excellence Award – United States Senate

Our team is well-versed in utilizing various tools to reduce blight, such as administrative citation programs, administrative civil penalties ordinances, graffiti abatement programs, receiverships, and nuisance abatements. Our expertise in these ancillary code programs enables our staff to integrate jurisdictions seamlessly and hit the ground running.

Contract Interim Code Enforcement Manager Services

Provide interim management services to ensure the smooth operation of the City of Westminster's Code Enforcement Division while recruiting a permanent manager. The Interim Code Enforcement Manager will maintain continuity, support staff, and optimize processes.

Responsibilities:

1. **Evaluation of Caseloads and Practices**
 - Assess current caseloads and operational practices.
 - Recommend and implement adjustments to enhance efficiency and effectiveness.
2. **Oversight of Performance**
 - Monitor and evaluate team performance using the City's permit system, Ennergov.
 - Provide regular reports and recommendations for improvement.
3. **Technical Support**
 - As needed, offer technical guidance to Code Enforcement Officers, particularly on weekends.
4. **Continuity of Operations**
 - Ensure that all tasks, responsibilities, and operations are maintained without disruption.
 - Address and resolve any operational gaps during the recruitment period.
5. **Training for New Staff**
 - Assist in onboarding and training the new officer starting next week.
 - Provide mentorship and guidance to foster their integration into the team.

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6. Staff Support and Guidance
- Conduct regular meetings with Code Enforcement Officers to provide direction, address concerns, and share technical expertise.
 - Encourage teamwork and maintain morale during the transition period.
7. Regular Updates and Strategic Recommendations
- Meet regularly with the Interim Community Development Director to:
 - Provide feedback on team performance.
 - Identify opportunities for improvement.
 - Share best practices for code enforcement.
 - Develop and implement strategies for ongoing success.
8. Complaint Response Monitoring
- Track response times to complaints received through various channels, including the City’s application and the City Manager’s Office.
 - Ensure timely and effective resolution of all complaints.
9. Operational Support
- Perform additional tasks to ensure that Code Enforcement operations in Westminster remain efficient, compliant, and responsive to community needs.

Project Management

Terry Cox will be the Project Manager and will be fully responsible for seeing that the project is completed in compliance with the provisions of the agreement (see resume attached). Mr. Cox has over 27 years’ of experience in the code profession and has provided contract code services to multiple municipalities in California. He specializes in the implementation and management of code programs.

Fee Schedule

Willdan will provide contract interim code enforcement manager services to the City of Westminster for a flat hourly rate based on the Willdan hourly rate schedule below. Willdan’s all-inclusive hourly rates include project management oversight, vehicle and mileage, and all required insurance including professional liability. All rates and costs shall be effective through the term of the agreement.

SERVICE PROVIDED	HOURLY RATE
Code Enforcement Manager (Interim)	\$145/hour

Should Willdan be required to provide vehicles for staff, an additional \$100/day will be added to the rate.

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Related Experience

City of La Puente – Project Manager. Provided interim code enforcement management and supervisory staff who were responsible for temporarily overseeing the city's code program.

City of Downey – Project Manager. Providing interim code enforcement management staff.

City of Los Alamitos - Directed and participated in review of the city's code enforcement policy and procedures and made recommendations for changes, as necessary. Additionally, provided interim code enforcement staff and a Community Development Director.

City of Superior, AZ - Direct and participate in the review of the city's code enforcement policy and procedures and make recommendations for changes, as necessary. Development and Implementation of a Nuisance and an Administrative Citation Ordinance.

City of Palm Desert – Project Management. Provided code enforcement staff on a contract basis to address unregistered and non-compliant vacation rentals.

City of Desert Hot Springs – Project Manager. Providing interim code enforcement staff.

City of South Pasadena – Project Manager. Providing interim code enforcement staff.

City of Big Bear Lake – Project Manager. Provide seasonal code enforcement staff for the enforcement of short-term lodging.

City of Laguna Beach – Project Manager. Provided code enforcement staff on a contract basis to address unregistered and non-complaint vacation rentals.

City of Irwindale – Project Manager. Provided municipal code enforcement services including monitoring of a local racetrack for compliance with the City Sound Ordinance on an interim basis.

City of Long Beach – Project Manager. Provided interim code enforcement staff who were responsible for enforcing the City's Municipal Code.

City of Manhattan Beach – Project Manager. Provided interim code enforcement staff.

City of Hermosa Beach – Project Manager. Providing interim code enforcement staff.

City of Laguna Hills – Project Manager. Assisted the city in the development of a public education program concerning the city's code program.

City of Hawaiian Gardens – Project Manager. Assisted the City of Hawaiian Gardens in developing and implementing an Administrative Citation program.

City of Rosemead - Project Manager. Provided interim code enforcement staff to inspect targeted areas of the city to facilitate neighborhood improvements.

City of San Clemente – Project Manager. Provided interim Code Enforcement staff to assist with their Code Enforcement Program.

City of La Canada Flintridge - Direct and participate in the review of the city's code enforcement policy and procedures and make recommendations for changes, as necessary. Development and Implementation of Nuisance, Cost Recovery, and Administrative Citation Ordinances. Provided interim code enforcement staff to conduct inspections and facilitate neighborhood improvements.

City of Huntington Beach – Project Manager. Provided interim Code Enforcement staff to assist with their Code Enforcement Program.

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City of Del Mar - Provided interim code enforcement staff to the City and managed their entire Code program.

City of Newport Beach - Provided interim code enforcement staff to the City and managed their entire Code program.

It should be noted that the projects listed above are not a comprehensive list of all our past code clientele but represent a small portion of the Municipalities we have served. We have also successfully provided service to the following jurisdictions:

- Bradbury
- Costa Mesa
- Desert Hot Springs
- El Monte
- Folsom
- Fountain Valley
- Laguna Woods
- Pasadena
- Laguna Niguel
- Burbank
- Maywood
- San Diego County
- Thousand Oaks
- San Juan Capistrano
- San Luis Obispo
- Sierra Madre
- Ventura
- West Hollywood

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References

City of La Canada Flintridge

Susan Koleda

1327 Foothill Boulevard

La Canada Flintridge, CA 91011

(818) 780-8881

Project: Staff augmentation, providing code enforcement staff, enforcement of building, zoning, vendor, and nuisance-related issues.

City of Inglewood

Jerry Tucker

1 Manchester Boulevard, 4th Floor

Inglewood, CA 90301

(310) 412-5590

Project: Providing code enforcement staff for vendor enforcement needs at (SoFi Stadium and The Forum).

City of La Puente

John Di Mario

15900 East Main Street

La Puente, CA 91744

(626) 855-1517

Project: Staff augmentation provided full-time staffing, enforcement of building, zoning, and nuisance-related issues.

City of Torrance

Michelle Ramirez

3031 Torrance Boulevard

Torrance, CA 90503

(310) 618-2550

Project: Staff augmentation, provided code enforcement staff, enforcement of building, zoning, vendor, and nuisance-related issues.

In closing, Willdan has provided code compliance services to numerous different California Cities and Counties. We are confident our team can provide the customer service-based parking enforcement program the City is seeking. We hope this proposal meets with your approval. The resumes for our proposed team can be found below. Please let me know if you have any questions or require additional information.

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John (Terry) Cox

Code Enforcement Manager

Education

*B.S., Business Management,
California Coast University,
Santa Ana, CA*

*Business Management,
California State University,
Long Beach*

*Psychology, Cerritos
Community College*

Licenses/Certifications

*PC 832 Certificate - Rio Hondo
Community College*

*Certified Code Enforcement
Officer, CACEO - California
Association of Code
Enforcement Officials*

*Basic Certification,
SCACEO - Southern
California Association of
Code Enforcement Officials*

*Intermediate Certification,
CACEO - California
Association of Code
Enforcement Officials*

*Advanced Certification,
CACEO - California
Association of Code
Enforcement Officials*

*Supervisory Certification,
CACEO - California
Association of Code
Enforcement Officials*

*Watershed Management
Certificate, EPA -
Environmental Protection
Agency, Sacramento, CA*

Affiliations

*Member, California
Association of Code
Enforcement Officials*

27 Years' Experience

Mr. Terry Cox is a Code Official with over 26 years' experience in addressing community blight through developing effective neighborhood strategies. He has demonstrated the ability to train, motivate and manage cohesive teams focused on preserving communities. He is experienced in neighborhood improvement projects, operational management, community relations, consulting and project management.

Relevant Project Experience

Code Enforcement Manager, County of Orange, Santa Ana, CA. Oversaw the day-to-day operations of the Neighborhood Preservation Section with the County of Orange, which includes the training and supervision of both County and contract staff. Worked closely with staff from the Board of Supervisors, CEO's office, multiple County Departments, and additional outside agencies to coordinate investigations/enforcement activities and communicate findings/results, as well as to provide thorough and effective service to unincorporated islands within the County of Orange. Prepared and provided staff reports, departmental work plans, educational/informational materials and special presentations related to code enforcement. Developed and implemented policies and procedures to improve program efficiency and effectiveness. Coordinated and implemented special projects such as community cleanup days, target area sweeps and community meetings, thus spearheading the community outreach efforts of OC Development Services/OC Public Works. Communicated, both verbally and in writing, with representatives of the District Offices to address potential code-related concerns (Board of Supervisors). Analyzed current Neighborhood Preservation procedures and implemented changes when needed to improve program efficiency/effectiveness and staff morale (i.e., office hearing scheduling procedures, improved notification process, changes in rotational case assignments, etc.). Prepared and hosted Neighborhood Preservation bi-weekly meetings to maintain staff awareness of program status, goals and accomplishments, as well as to obtain feedback from staff with regards to improving the program. Reviewed officer prepared notifications to the public and case files submitted for closure to maintain quality assurance, providing staff with assistance and direction when needed. Researched and organized additional training for members of staff to improve officer awareness and effectiveness. Responsible for annual staff member reviews, coaching up of staff, and disciplinary action towards staff as needed. Responsible for developing and maintaining the annual budget for Neighborhood Preservation, as well as overseeing contract development/operations. Highly involved with the development and implementation of the new Land Management System and the Customer Resource Management online portal now utilized throughout OC Public Works to provide easily accessible online services to the stakeholders and visitors of Orange County.

AndersonPenna, Newport Beach, California. Senior Code Enforcement Officer. Managed overall contract and day-to-day operations of contract code staff assigned to the County of Orange. Received calls for service and investigated potential zoning, building, grading and general property maintenance code violations. Collected and documented evidence as part of code casework. Issued notices and administrative citations as needed to ensure code compliance. Prepared briefing papers and reports for review by management of the Board of Supervisors. Prepared and carried out inspection and abatement warrants. Planned, prepared and participated in community meetings and clean-up events. Worked closely with County Counsel and the District Attorney's office to host meetings, carryout civil litigation, and proceed with criminal court filings when voluntary compliance was not obtained.



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Terry Cox

Continued

Willdan, Anaheim, California. Senior Code Enforcement Officer. Managed overall contract and day-to-day operations of contract code staff assigned to the County of Orange. Received calls for service and investigated potential zoning, building, grading, and general property maintenance code violations. Collected and documented evidence as part of code casework. Issued notices and administrative citations as needed to ensure code compliance. Prepared briefing papers and reports for review by management and the Board of Supervisors. Prepared and carried out inspection and abatement warrants. Planned, prepared, and participated in community meetings and clean-up events. Worked closely with County Counsel and the District Attorney's office to host meetings, carry out civil litigation, and proceed with criminal court filings when voluntary compliance was not obtained.

Provided code services to the City of La Canada-Flintridge. Also, prepared community education materials pertaining to code enforcement for the City of Laguna Hills.

City of Anaheim, California. Code Enforcement Officer II. Conducted field investigations and site surveillance of residential, commercial, and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports. Responsible for the enforcement of parking violations and illegal street vendor activity.

City of Paramount, California. Code Enforcement Officer I. Conducted field investigations and site surveillance of residential, commercial and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports. Responsible for the enforcement of parking violations and illegal street vendor activity. Also responsible for Public Safety fleet maintenance and supervised the Los Angeles County inmates (trustees) assigned to provide maintenance services at the City's Public Safety Substation.



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Kerry Simpson, MPA

Code Enforcement Manager

EDUCATION

*MS, Public Administration,
National University, San Diego*

*BS, Business Management,
University of Phoenix*

*Leading Edge in High
Performance Organization,
College of Charleston*

*Trained in Community
Engagement by Pepperdine
University*

PROFESSIONAL CERTIFICATIONS

*Certified Mediator - State of
Texas*

*Certified Train the Trainer -
continuing Education for
Public Officials (CEPO)*

PC 832

AWARDS

*City Employee of the Year, San
Jose*

*John Lowe Award of
Excellence (CACEO):*

*California Association of Code
Enforcement - Most
Innovative Program Award -
Blight Buster*

*California Association of Code
Enforcement - Most
Innovative Program Award -
Probation Partnership*

30 Years' Experience

Kerry Simpson, MPA is a Willdan Code Enforcement Manager. She is a passionate and accomplished leader with extensive experience overseeing Code Compliance, Animal Services, Health Compliance, and Homeless Services. She has a proven track record in strategic planning, budgeting, and project management. Kerry has been recognized for developing innovative solutions to complex problems, cultivating strong relationships with stakeholders, and initiating impactful community engagement programs.

Previous Work Experience

City of McKinney, TX, Director of Compliance Services Oversaw all aspects of Code Compliance, Animal Services, and Health Compliance. Testified at the Building & Standards Commission and initiated demolition of substandard structures. Directed all aspects of project management including planning, budgeting, staffing, scheduling, monitoring, and reporting. Developed and implemented strategic plans to ensure organizational goals were met. Participated on Mayor's Homeless Taskforce. Mentored and coached staff members, enabling them to reach their highest potentials. Managed a COVID- 19 hotline during a time of crisis. Led cross-functional teams in the development of innovative solutions to complex problems such as homelessness. Established a proactive zoning enforcement program. Participated in writing and enforcing a new Unified Development Code in 2022, which won an award from the APA Texas Chapter. Issued criminal citations and warrants. Member of the City's Executive Leadership Team.

American Association of Code Enforcement (AACE) Third Vice President Facilitated leadership courses for managers. Conducted a nationwide skip tracing course to help officers locate absentee property owners. Established a collaborative legislative affairs program with ICC, the Responsible Hospitality Institute, and other stakeholders.

City of Rancho Cordova, CA, Neighborhood Services Manager Spear-headed a new comprehensive code compliance program in newly incorporated city to address blight, zoning violations, illegal cannabis grows. Managed Animal services program, including investigation and conviction of animal abuse cases. Initiated comprehensive rental housing inspection program. Functioned as the City's Fair Housing Officer. Managed and reported on Community Development Block Grants (CDBG). Implemented administrative citations program. Oversaw homeless response program which including code compliance officers, police officers, a homeless navigator, and cleanup crews. Assisted in City's Legislative Affairs program including monitoring bills and collaborating with the League of California Cities and other organizations. Won California Association of Code Enforcement award for the "Most Innovative Program" for Blight Busters and the Probation Partnership. Wrote and presented new ordinances to City Council including vacant building monitoring program, rental housing inspection program, property standards code. Presented Blight Busters as a case study to the Alliance for Innovation. Participated on the City's Leadership Team.

California Association of Code Enforcement Officers (CACEO) President and Board Member Taught code enforcement and advanced code enforcement academies throughout California, including zoning. Regularly testified at the State Capitol on changes to the Health and Safety code and Code Enforcement standards. Testified at the State Senate hearings on the Ghost Ship Fire.



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John W. Poole

Code Consultant

Education

1979, BS, Administration of
Justice, California State
University, Los Angeles

Registration/Certification

California P.C. 832

P.O.S.T. Reserve Police Officer

Affiliations

AACE, American Association of
Code Enforcement

CACEO, California Association
of Code Enforcement Officers

Awards and Recognition

American Planning Association
– Multiple Award Winner

California League of Cities –
Helen Putman Award Recipient

National League of Cities –
James C. Howland Award for
Urban Enrichment

40 Years' Experience

Mr. John Poole has 40 years of municipal government experience, which includes providing code enforcement and related services. He serves as a code enforcement consultant in our Willdan Anaheim office and provides supervisory and management services in code enforcement and other related areas. Prior to joining the Willdan team, he was employed by the City of Anaheim as Senior Code Enforcement Officer, Code Enforcement Supervisor, and Code Enforcement Manager. From 1983 to 2003, he was directly responsible for a comprehensive code enforcement program, which had a budget of approximately \$3.5-million. He administered a City code-enforcement program that was responsible for a highly diverse scope of municipal, State, and Federal codes and related areas, which included land use, building, housing, public nuisance, and hazardous waste/material removal. Mr. Poole successfully developed and implemented the innovative City-sponsored community-volunteer programs, such as the anti-graffiti, "Make Your Mark on the World, Not on the Wall," "Paint Your Heart Out Anaheim," which assists low-income elderly or disabled homeowners; and "Volunteers in Pride," which entails public participation in code enforcement and neighborhood improvement activities.

Mr. Poole has conducted code enforcement and management seminars for the University of California, University of Wisconsin, and the California Association of Code Enforcement Officers (CACEO). He has been associated with CACEO since its inception and served four years as CACEO's President.

Mr. Poole has demonstrated the ability to conceptualize, develop, and implement programs and/or strategies to overcome and resolve individual, committee, group, and organizational objections to the satisfaction of all parties.

Work Experience

Willdan, Anaheim, California. Code Enforcement Manager. Mr. Poole managed the Code Compliance Division for Willdan and provided contract code services to Municipalities in the western United States. The contract services varied from staff augmentation, program development and consulting. He provided service to different jurisdictions in California, Arizona and Nevada including the following government agencies; County of Orange, City of Anaheim, South Pasadena, Bradbury, Rosemead, Hawaiian Gardens, Los Alamitos, Irvine, Del Mar, La Palma, and San Juan Capistrano. Mr. Poole developed and implemented code programs, ordinances (civil citation, nuisance ordinance, rental inspection programs) and policies and procedures manuals. He Managed all contracts for service delivery and all contract employees assigned to the projects.

City of Anaheim, CA Code Enforcement Manager. Mr. Poole was responsible for managing the Code Enforcement Division for the City. He was assigned to oversee all operations and respond to all citizen concerns, City Manager complaints and Council inquiries; Prepare and monitor the Division's budget including all revenues and expenditures. John prepared regular staff reports for City Council regarding ordinance development and/or municipal code revisions. Mr. Poole provided personnel with direction, develop and update the Division's Policy and Procedure manual and verify that staff adhered to all policies established within the Division. He evaluated staff's performance on a regular basis and pursued disciplinary action when appropriate. John attended regular staff meetings; met with civic groups such as the Chamber of Commerce, Board of Realtors, Neighborhood groups and Homeowner's Associations. Mr. Poole interacted with various

departments, County, State and Federal organizations when necessary.



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Ed Nicholls, Jr.

Code Consultant

Education

*M.S., Education, California
Baptist University*

*B.S., Business Management,
University of Phoenix*

Registration

*PC 832 Certificate, Orange
County Sheriff's Academy,
Orange, CA*

*Basic Certification, SCACEO -
Southern California Association
of Code Officials*

*Intermediate Certification,
SCACEO - Southern California
Association of Code Officials*

*Advanced Certification, SCACEO
- Southern California
Association of Code Officials*

*Supervisory Certification,
SCACEO - Southern California
Association of Code Officials*

Affiliations

*Past Education Chair, California
Association of Code Officials,
Sacramento, CA*

30 Years' Experience

Mr. Ed Nicholls is a Willdan Engineering code enforcement consultant with over 30 years of experience. He serves as a code enforcement consultant in our Willdan Anaheim office and provides supervisory and management services in code. Mr. Nicholls specializes in leadership training and development, and in program evaluation, development, and implementation.

Relevant Project Experience

County of Riverside, California. Code Enforcement Deputy Director. Mr. Nicholls directed the daily activities of the 85-member strong Code Enforcement and Environmental Compliance Division. With a keen attention to detail, he skillfully coordinated a spectrum of divisional programs and projects, meticulously developing and implementing a range of training initiatives tailored to the team's needs. His strategic acumen and adept collaboration with stakeholders ensured seamless alignment of divisional objectives with overarching organizational goals. Through his proactive approach, Mr. Nicholls identified and capitalized on opportunities to optimize operations, introducing streamlined processes and innovative tools that enhanced the efficiency and impact of enforcement and compliance endeavors.

City of Chino Hills, California. Neighborhood Services Manager. Mr. Nicholls skillfully managed and supervised the day-to-day operations of the Neighborhood Services Division. With a strategic approach, they developed and executed a range of divisional training programs aimed at enhancing staff performance and capabilities. In addition, their forward-thinking vision led to the creation and successful implementation of a comprehensive training curriculum dedicated to nurturing neighborhood leadership qualities among city residents, ultimately contributing to a more empowered and engaged local community.

City of Yorba Linda, California. Senior Community Preservation Officer. Mr. Nicholls adeptly supervised the day-to-day operations of the Community Preservation Division, skillfully orchestrating the development and harmonization of a diverse array of divisional programs, codes, laws, policies, and procedures. Their remarkable leadership was evidenced by their ability to conceive and execute an array of divisional training programs, effectively enhancing the team's knowledge base and performance. Through their strategic acumen and commitment, they played a pivotal role in advancing the division's objectives and ensuring its seamless functioning.

City of Fountain Valley, California. Code Enforcement Officer II. Mr. Nicholls undertook the supervision of the Code Enforcement program, providing training to a team of two code enforcement officers, and enforcing state and local laws for enhancing the quality of life in the City's residential and commercial areas. His responsibilities encompassed identifying violations, taking necessary actions, and maintaining records of their enforcement activities. Effective communication and collaboration with other departments were key to resolving complex cases. His strong leadership, analytical skills, and commitment to adherence underscored their role in effective code enforcement and community improvement.

City of Anaheim, California. Code Enforcement Officer II. Conducted field investigations and site surveillance of residential, commercial and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, prepared diagrams, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports.

CITY OF WESTMINSTER

Scott C. Barber

Code Consultant

Education

M.B.A., Business, California Baptist University, Riverside

B.A., Theater Arts, University of California, Riverside

Licenses/Certifications/ Training

Created/taught the course "Coaching and Mentoring".

Served as a certified interpreter for Lominger "Voices 360 degree" assessments.

40+ Years' Experience

Mr. Scott Barber brings 30 years of local government experience, creating success through innovation and strategic partnerships, coupled with a fundamental and deeply ingrained understanding that public trust is earned. Mr. Barber has extensive experience in development processes and economic development activities related to business attraction through entitlement and permitting incentives. He is an excellent communicator and presenter, with solid budgeting and finance experience.

Relevant Project Experience - Consulting

City of Huntington Beach, CA. Code Enforcement Program Evaluator. Performed a third-party evaluation of the City's Code Enforcement Program seeking efficiencies for the program, including a review and suggested updates to the City's Policy and Procedures Manual, analysis of case processing with office and field staff, statistical and trend review of caseloads and case processing techniques, and analysis/recommendations for "right sizing" code enforcement investigative responses based upon staffing and budget resources. Final Deliverable: "Findings Memorandum" with specific program recommendations.

City of Burbank, CA. Code Enforcement Program Reviewer. Onsite office/field activities evaluation, systems analysis, program alternatives and modernization, resulting in a comprehensive "road map" for long-term sustainable change.

City of Ventura, CA. Code Enforcement Program Reviewer. Created "Findings Memorandum" after review of onsite office/field functions, code enforcement policies; validating staff recommendations for City Management/Council approval.

City of Merced, CA. Code Enforcement Program Reviewer. Created a comprehensive Policies & Procedures Manual, along with findings and recommendations for program enhancements, based upon interviews with office, management, and field staff, for use by the City's Code Enforcement Task Force.

County of San Mateo, CA. Expert Witness - San Mateo Sober Living Civil Case. Served as expert witness for the County of San Mateo in defense of a federal civil rights complaint regarding housing discrimination.

Relevant Project Experience - Local Government

City of Riverside, CA. City Manager. 80 square miles, 12th largest city in California, population 308,511. Annual budget of approx.\$1 billion, 2687 FTEs. Municipal services include police, fire, roads, parks, museums, libraries, development services, airport, and its own publicly owned utility (electricity and water); operates a regional water quality control plant. Responsibilities and accomplishments include:

- Revised citywide budget procedures to increase transparency in the creation and tracking of project expenditures and strategic use of General Fund reserves.
- Led the stakeholder-involved design process for the \$45 million reconstruction of the Riverside Convention Center.
- Created successor agency to City's former redevelopment agency; led the City to a "Finding of Completion" from the California Department of Finance for the long-range property management of 30+ properties, and the approval of \$1.57 billion in Recognized Payment Obligation Schedule (ROPS) reimbursements.
- Construction of two new City parks (Doty-Trust and Ryan Bonamino), utilizing multiple funding sources (COPs, RDA bonds, inter-fund loans) for \$14M cost.
- Led educational outreach for two citywide ballot measures: reauthorize a parcel tax for library services (Measure I); reauthorize transfer of water utility revenue to General Fund of \$6.7 million annually (Measure A). Both measures passed by more than sixty-six percent (66%).



COMPREHENSIVE.
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TRUSTED.

City of Westminster Code Enforcement Services

CITY OF WESTMINSTER

Mr. Scott Barber
Page 2

- Revised Economic Development Action Plan to include the principles of Riverside “Seizing Our Destiny”, a community-based movement driving the City’s economic future, resulting in an annual increase in local jobs (3,200 private sector, 12,000 construction-related) with local/state transportation projects.

- Reorganized City operations, merging art and culture functions with the municipal museum, the Development Department (included Redevelopment), and the Community Development Department, and moved all capital projects (excluding park design) to the General Services Department.

- Guided “Business Ready Riverside” initiative, including the implementation of electronic plan review (ProjectDox), creation of “Business First” permit concierge service to new businesses creating jobs, and approval of City Council to move towards “Smart Codes” for the upcoming General Plan cycle: created form-based codes, eliminating individual CEQA review on compliant projects within the zone.

City of Riverside, CA. Community Development Department Director. Department formed during FY 2005-06 by combining Planning/Building/Safety Department with the Code Enforcement Division of the Public Works Department. Annual budget \$12-15 million. Responsibilities and accomplishments include:

- Led the adoption effort for a new General Plan, Zoning Code, Smart Growth guidelines and implementation matrix for the City’s GP 2025, which won a Southern Cal Assoc. of Gov’t “Compass Blueprint” award for excellence.

- Enforcement Division reorganization/upgrade, including creation of national best practices with the Neglected Property Abatement Team, as well as winning state and national awards for marketing and outreach programs. Created a new revenue stream through the Neglected Property Abatement Program.

- Assisted the City’s ED efforts through the creation of “fast track” programs, (business attraction through streamlined entitlement and permit processing) and developed the “Concurrent Processing” procedures, reducing an applicant’s time and costs associated with development projects.

- Implemented the first “Incentive Based Green Building Program” in the State of California in collaboration with the Building Industry Association.

- Selected and implemented new web-based code enforcement software (GoEnforce).

County of Riverside, CA. Transportation & Land Management Assistant Director. Administrative functions included: information resources, purchasing, HR, payroll, accounting, customer service, and asset management. Managed annual budget of approx. \$170 million (\$100 million in programmed capital improvements), with oversight of 900 staff members. Responsibilities and accomplishments include:

- Managed an annual budget of approximately \$170 million (\$100 million in programmed capital improvements), with agency oversight of 900 staff members.

- Created the Environmental Programs Department, including policy, procedure and mission implementation, creation of ordinances and operating guidelines, staffing and budgets.

- Led and/or assisted in the recruitment and hiring of three department directors (building official, transportation director and planning director).

- Selected by the County's executive officer to be a founding member of the County's Leadership Initiative Design Team responsible for creating/conducting leadership training programs for senior managers throughout Riverside County.

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

11/9/2025

DATE (MM/DD/YYYY)

1/31/2025

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).

PRODUCER Lockton Insurance Brokers, LLC CA License #0B99399 777 S. Figueroa St., 52nd Floor Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Property Casualty Company of America INSURER B : Allied World Surplus Lines Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
INSURED 1506306 Willdan Engineering 2401 East Katella Avenue, Suite 300 Anaheim, CA 92806	NAIC # 25674 24319

COVERAGES **CERTIFICATE NUMBER:** 21368401 **REVISION NUMBER:** XXXXXXXX

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 <input checked="" type="checkbox"/> Emp. Benefits Liab. <input checked="" type="checkbox"/> Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	P-630-A1178471-TIL-24	11/9/2024	11/9/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-A1161741-24-43-G	11/9/2024	11/9/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	UB-8Y032268-24-43-G	11/9/2024	11/9/2025	<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
B	Prof Liab - Arc/Eng	N	N	0313-5950	11/9/2024	11/9/2025	Per Claim: \$1,000,000 Aggregate: \$1,000,000

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

RE: 2025 - Code Enf. Services. The City of Westminster and its elected and appointed boards, officers, officials, agents, employees, and volunteers are included as Additional Insured(s) in accordance with the provisions of the General Liability and Automobile Liability policies. The General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the provisions of the policies. Please see next page.

CERTIFICATE HOLDER
CANCELLATION See Attachments

21368401

 City of Westminster
 Attention: Patricia Peraza
 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

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CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

A Waiver of Subrogation is granted in favor of City of Westminster in accordance with the policy provisions of the General Liability, Automobile Liability and Workers Compensation policies. Policies include 30-days' notice of cancellation (except 10 days for non-payment of premium) and the provisions of each policy govern how notice of cancellation may be delivered to Certificate Holder. Separation of Insureds - except with respect to the Limits of Liability in the General Liability policy and any rights or duties specifically assigned to the first Named Insured, this insurance applies as if each Named Insured were the only Named Insured and Separately to each insured against whom the claim or suit is brought. Professional Liability: Claims Made. Retro Date: Full Prior Acts. General Liability deductible - \$0; Automobile Liability deductible - \$0 (\$1,000 for Comprehensive/Collision); Professional Liability SIR - \$0.