

**CITY OF WESTMINSTER
PROFESSIONAL SERVICES AGREEMENT
WITH TRUE NORTH COMPLIANCE SERVICES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of July, 2025 (“Effective Date”), by and between the CITY OF WESTMINSTER, a municipal corporation (“City”), and True North Compliance, a California Corporation (“Consultant”).

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to perform services on an as needed basis, as more fully described herein.

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

C. City and Consultant desire to contract for the specific services described in Exhibit “A” and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D. 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. City hereby retains Consultant to provide the professional services more particularly described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

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.

1.3 Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. 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, State and local laws and ordinances applicable to the services required under this Agreement including all employment laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment. 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, 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 recognizes that the qualifications and experience of the personnel to

be used are vital to professional and timely completion of the services. The key personnel assigned to perform portions of the services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval. The key personnel for performance of the services under this Agreement are Amar Hasenin, Alaa Atassi, Scot Weisse, Areli Sanchez, Amer Atassi and Juancarlos Jimenez.

1.8 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement, including without limitation, the indemnity and insurance obligations. Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subconsultant for purposes of establishing a duty of care between any subconsultant and the City.

1.9 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" attached hereto and made a part of this Agreement. 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 in Exhibit "A" unless the City Manager or designee, 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 Consultant perform any additional services which have not been approved, in writing, by the City, Consultant does so at its own risk and costs.

2.3 Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once 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. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable as relating to this Agreement and shall be maintained in accordance with generally recognized accounting principles. Consultant shall allow a representative of the City (including the California State Auditor if requested by the City pursuant to Government Code § 8546.7) during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall retain and allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1 Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed under this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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, pandemics, 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 June 30, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2 Notice of Termination. The City 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 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.

4.3 Compensation.

4.2.1 Termination Without Cause. In the event of termination without cause, 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. 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.

4.3.2 Termination for Cause. In the event of termination for cause, Consultant will be liable to City for all costs to cure the deficiencies, and all loss, cost, expense, damage, and liability resulting from such breach and termination. The City is entitled to withhold any payments otherwise owed to Consultant to the extent of such costs, losses, expenses, damages, and liability.

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. Prior to City's execution of this Agreement and Consultant's commencement of the services, Consultant shall secure, submit proof of, and shall thereafter maintain without interruption, until completion of and acceptance by the City of the services, such workers' compensation, commercial general and automobile liability insurance as shall protect Consultant, its subconsultants and the Additional Insured's herein, from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under this Agreement, whether such operations be by or on behalf of Consultant, any subconsultant or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

5.2 Carrier Ratings. All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.

5.3 Minimum Limits. Consultant shall maintain minimum limits of insurance as follows:

5.3.1 Commercial General Liability. Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount

not less than \$1,000,000 per occurrence, an aggregate limit for products/completed operations in the amount not less than \$2,000,000.

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

5.3.3 Workers' Compensation. The following is required in connection with the Worker's Compensation insurance:

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. The policy shall include a written waiver of the insurer's right to subrogate against the City.

5.3.4 Professional Liability. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. The retroactive date of the policy, if any, shall be prior to the start of the services. This insurance shall be maintained during the term of this Agreement and for at least three consecutive years following the completion of the services.

5.3.5. Additional Insurance. If the Consultant maintains broader coverage and/or higher coverage limits than the minimum amounts shown above, then the City requires and shall be entitled to the broader coverage for and/or the higher coverage limits maintained by the Consultant. Any available insurance proceeds exceeding the specified minimum limits of insurance and coverage shall be available to the City.

5.4 Notice of Cancellation and Renewals. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Consultant's insurance broker and set forth on its Certificate of Insurance provided to City). Consultant agrees that upon receipt of any notice of cancellation or alteration of the policies, Consultant shall, within five (5) days, procure other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Consultant shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

5.5 All Coverages. The insurance policy or policies shall also comply with the

following provisions:

5.5.1 Scope of Insurances. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.

5.5.2 Waiver of Subrogation. The policy shall be endorsed to waive any right of subrogation against the City and its subconsultants, employees, officers, agents and directors for work performed under this Agreement.

5.5.3 Claims Made Basis. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for one (1) year after completion of the services. The retroactive date of the coverage must also be listed.

5.5.4 Primary, Not Contributory. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City.

5.5.5 City Named Additional Insured. All policies, except Worker' Compensation and Professional Liability, shall name the City as an Additional Insured and shall contain the following language: "Solely with respect to work done by and on behalf of the name insured for the City of Westminster, the City of Westminster, and its officers, officials, employees and agents are added as additional insureds under this policy."

5.5.6 Combination of Insurances is Acceptable. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

5.5.7 Deductibles Exceeding \$25K. Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds \$25,000.00, it shall be approved in advance by City. Consultant is responsible for any deductible or self-insured retention and shall fund it upon City written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving City.

5.6 Certificates of Insurance, Additional Insured Endorsements and Deductibles. Prior to execution of the Agreement, and thereafter upon City's request, Consultant shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City shall continue to be an additional insured for completed operations for (1) year after completion of the work.

5.7 Consultant's Failure to Provide Required Insurance. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Consultant shall

immediately notify City and cease all performance under this Agreement until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys' fees and costs against Consultant by way of set-off or recoupment from sums due Consultant; (b) immediately terminate or suspend Consultant's performance of the Agreement; (c) pay Consultant's premiums for renewal of Consultant's coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys' fees and costs, being collectible from Consultant, by way of set-off or recoupment from any sums due Consultant. Upon demand, Consultant shall repay City for all sums that City paid to obtain, renew, reinstate, or replace the insurance, or City may offset the cost against any monies that the City may owe Consultant.

5.8 Verification of Coverage. City shall have the right to obtain complete and certified copies of Consultant's and subconsultants' insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required this Agreement, upon request (including, but not limited to, the declarations page, form list and riders).

5.9 No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant or its subconsultants to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

5.10 Subconsultants Insurance. The Consultant shall include in all subcontracts a requirement that its subconsultants obtain and maintain, at a minimum, all insurance required by this Agreement. The City reserves the right to request certificates of insurance from the Consultant for its subconsultants. The Consultant acknowledges that regardless of insurance obtained by its subconsultants, the Consultant will be responsible to the City for any and all acts of its subconsultants.

6.0 INDEMNIFICATION

6.1 Indemnification and Hold Harmless. If Consultant is not a "design professional" under Civil Code 2782.8, then the requirements of this section 6.1 shall apply instead of the requirements of section 6.2, below. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected 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.

6.2 Indemnification and Hold Harmless for Design Professionals. If Consultant is a "design professional" under Civil Code 2782.8, then the requirements of this section 6.2 shall apply instead of the requirements of section 6.1, above. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or subconsultants, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subconsultants, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subconsultants, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subconsultants under this Agreement, whether or not the Consultant, its employees, and/or authorized subconsultants 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. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. 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.

7.0 GENERAL PROVISIONS

7.1 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.

7.2. Amendments in Writing. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

7.3. Priority of Documents. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.4 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.

7.5 Project Managers. 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. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

7.6 Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 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:

True North Compliance Services
3355 E. Spring St., #302
Long Beach, CA 90806
Tel: (858) 260-0495
Attn: Isam Hasenin

IF TO CITY:

City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683
Tel: (714) 548-3475
Attn: Justin Nguyen

7.7 Attorneys' Fees. If 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.

7.8 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.

7.9 Venue. 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.

7.10 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.

7.11 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 agents 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.

7.12 Conflicts with Independent Contractor. Consultant/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

7.13 PERS Eligibility Indemnification. If Consultant or any employee, agent, or subconsultant 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 subconsultants, 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 subconsultants 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.

7.14 Cooperation. If 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.

7.15 Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subconsultants 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. 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, 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.

7.16 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 subconsultants, 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 7920.000 *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 7924.510, 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.

7.17 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.

7.18 Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall provide 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.

7.19 Prohibited Employment. Consultant shall not directly solicit for employment nor hire any employee of City while this Agreement is in effect. Notwithstanding the above, this provision shall not apply to any publicly advertised position to which an employee, without enticement or promises by Consultant, applies.

7.20 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, this Agreement shall govern over the document referenced.

7.21 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.

7.22 Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

7.23 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.

7.24 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.

7.25 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. 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.

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

7.27 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.

7.28 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.

7.29 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.

7.30 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.

[Signatures appear on following page.]

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.

CONSULTANT

Signed by:
Isam Hasenin
B9047B67823F401...
Signature
Isam Hasenin President/Secretary

[Name and Title]

Date: June 20, 2025

CITY OF WESTMINSTER

DocuSigned by:
Christine Cordon
E9CB17CEAA77440...
Christine Cordon, City Manager

Date: June 30, 2025

ATTEST:

Signed by:
Ashton Arocho
50F8C4C21CE544C...
Ashton Arocho, City Clerk

APPROVED AS TO FORM:

Signed by:
Scott Porter
D97E0F2A7BF0479...
Scott Porter, City Attorney

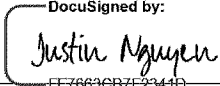
Date: June 23, 2025

APPROVED AS TO INSURANCE:

DocuSigned by:
Jodie Griner
5749E9E8B30A462...
Jodie Griner, Risk Manager

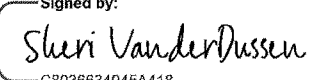
Date: June 23, 2025

APPROVED AS TO CONTENT:

DocuSigned by:

Justin Nguyen
Project Manager

Date: June 30, 2025

DEPARTMENTAL APPROVAL:

Signed by:

Sheri VanderDussen
Interim Director of Community Development

Date: June 24, 2025

EXHIBIT "A"

SCOPE OF SERVICES AND FEE SCHEDULE

True North
COMPLIANCE SERVICES

*Your Trusted Partner for
Comprehensive
Municipal Services*

**Scope and Fees
Building & Safety Services**

City of Westminster
Building Safety Division

PRIMARY CONTACT:

ISAM HASENIN, MSCE, PE, CBO

EMAIL: ISAM@TNC SERVICES.COM

Phone: 858-260-0495



Scope of Services

We offer the full range of Building & Safety services ranging from plan review to inspection and permit technician services and other related services. We have the depth and breadth of resources to perform any and all of the following services:

- a. **Building Plan Review Services:** True North Compliance will provide plan review in compliance with the City of Westminster Municipal Code, all applicable federal and state laws and regulations and the City's Building Safety Division plan review standards and policies. Our plan review covers the following:
 - i. California Building Code
 - ii. California Residential Code
 - iii. Structural Engineering Plan Review will be performed by licensed or graduate Civil or Structural Engineers
 - iv. Title 24 Energy
 - v. California Mechanical Code
 - vi. California Plumbing Code
 - vii. California Electrical Code
 - viii. Disabled Access- CASp plan review and/or site surveys, inspections and reports.
 - ix. Green Building and Energy Conservation
 - x. OSHPD-3 reviews and certification
 - xi. California Fire Code
 - xii. California Title 25
 - xiii. Preliminary review of discretionary applications (Conditional-Use Permits and conditions of Approval) for significant code compliance issues that may impact the overall design and planning approval of the project.
 - xiv. Review of Floodplain provisions where required.
 - xv. Review of soils conditions and other geotechnical hazards such as fault zones, liquefactions, etc.
 - xvi. Civil Engineering (grading, drainage, National Pollutant Discharge Elimination System (NPDES), MWELo, and Low Impact Development (Hydromodification); Sustainable Use Standard Mitigation Program (SUSMP), permit requirements related to the Management Stormwater System (MS4 permit).
 - xvii. Review/recommendations for Alternate Materials and Methods Requests (AMMR).
 - xviii. Code adoption, Local Amendments and Ordinances.
- b. **Inspection Services:** True North Compliance has the capabilities to provide inspection and reinspection for compliance with all applicable codes, standards and regulations including: California Building Code; California Residential Code; California Plumbing Code; California Mechanical Code; California Electrical Code; California Fire Code; California Energy Code; California Green Building Standards Code; California Disabled Access Regulations; California Title 25, Mobile Home Parks, as locally adopted and amended. Our inspection staff is certified by the International Code

Council or other appropriate entities in accordance with AB717 and possess many years of building code inspection experience with a municipality or a private municipal consultant. Our inspectors have extensive construction and trade experience in addition to their Code knowledge, allowing for a practical approach to applying Code provisions during the inspection process.

- c. **Building Official Services:** When requested, True North Compliance will provide a qualified certified and experienced Building Official. The individual will report to the Community Development Director and provide supervision and direction to the Building & Safety Division staff, code administration and interpretations, develop policies and ordinances, interface with customers, City staff and elected officials, and perform related administrative functions as assigned.
- d. **Counter & Administrative Services:** True North Compliance has the capabilities to provide counter and administrative services as needed by the City. Our staff will provide technical support and application of City policies, methods and practices to support professional engineering, plan review, planning, and building and safety staff. Our Counter Technician has knowledge of construction terms and operations, development and building codes required to process plans and permits along with government functions and processes. Review permit application for completeness, perform fee calculations, route plans, verify approvals and conditions and issue permits. Use the City's permitting system to file permit applications, calculate fees, research zoning and planning requirements, enter approvals and route plans to appropriate divisions and departments. Maintain communications with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments. Respond to inquiries about projects from residents and applicants.
- e. **Code Enforcement Services:** True North Compliance has the capabilities to provide Code Enforcement and Housing services and assist the City of Westminster in the enforcement of applicable Zoning codes, Building codes, Housing codes, public nuisance codes and State health & safety codes. Our Code Enforcement Officers have extensive experience and capabilities in the following areas: Code enforcement program review and analysis; Code enforcement inspections; Preparing administrative remedies including administrative citations; Conducting administrative hearings; Preparing program documentation and staff reports as well as committee or Council presentations; Testifying on behalf of clients in criminal court; License and permit application review and processing; Coordination of activities with multiple departments including Building, Planning, Community Development, Police and City Attorney; Providing information on municipal regulations to property owners, residents, businesses, the general public, as well as to other departments and divisions.
- f. **Fire Plan Review & Inspection Services:** True North Compliance has the capabilities to provide plan review and/or inspection for the State regulated occupancies such as private schools and clinics (OSHPD 3), to determine compliance with City and State codes and regulations including but not limited to locally adopted fire related ordinances and amendments of the local Municipal Code; California Fire Code; California Building Code; California Residential Code; California Title 19, California Wild Land Urban Interface

regulations, review for fire apparatus access, water supply requirements, fire flow requirements, etc. Typically, fire review will include review of building plans for code compliance, as well as review of fire plans (fire sprinkler systems, fire alarm systems, NFPA standards, etc.)

- g. **City Engineering Services:** True North Compliance has the capabilities to provide plan review and inspection of Civil/public improvements projects from one small lot to large subdivisions. Our experts bring an extensive history of review of a broad range of projects in all engineering/civil disciplines such as review of grading, subdivision and topographic maps; examining existing and proposed contour lines, spot elevations, pad and finish floor elevations; review of hydrology reports and maps; review of low impact development measures to comply with the requirements of NPDES; review of erosion and sediment control plans for proposed BMPs. Our licensed land surveyors have extensive experience in reviewing tentative and final maps, lot line mergers, lot line adjustments, certificate of compliance, dedications, vacations, and easements. Our map reviewers have the expertise to review applications, maps, legal descriptions, deeds, and related documents as well as provide redline documents and corrections. We can also write conditions of approval to be imposed on tentative maps.
- h. **Planning Services:** True North Compliance has the capabilities to provide Planning, Zoning and Environmental services. Our staff serve as an extension of City staff and function as the project manager on assigned planning projects while protecting the interests of the City and its residents throughout the life of each assigned development project. This could include managing projects from the planning entitlement phase through construction; Perform technical review and evaluation of a wide variety of land development, subdivision, building permit and use permit applications; Process development applications in accordance with local policies and ordinances, make recommendations, and enforce mitigation monitoring and compliance with City ordinances; Prepare written project analyses and reports including identifying appropriate land use policy, design, fiscal issues and environmental requirements; Conduct site inspections to determine if projects are in compliance with laws, regulations, conditions of approval, ordinances, and make recommendations regarding changes; Prepare and update various planning documents such as the City's General Plan, Specific Plans, ordinances, resolutions, codes, and related planning studies and reports; Provide technical advice and make clear, well organized presentations.
- i. **Special Projects-** Our management team and staff can participate in a variety of special projects, as needed. These projects may include, but not limited to, analysis of processes and procedures; Business process re-engineering, fee studies; Review and recommendations of permitting software; Preparation of engineered plan details; Conducting training on a variety of code-related topics; Interim or permanent Building Official duties; Preparation of documents/handouts; Public presentation to community groups, City Committees or Council.

Cost Proposal

True North Compliance Services is pleased to propose the following competitive fees for the services listed. Additional services not listed below may be negotiated.

Our pricing reflects our commitment to delivering the highest quality responsive and timely service to the City of Westminster. These include:

- Reduced plan review turnaround times.
- Ability to expedite plan review at the request of the City Building Official.
- Implementation of established electronic plan review process.
- Highly qualified staff compensated commensurate with their duties and responsibilities.

PLAN REVIEW SERVICES

True North proposes to charge the following fees for Plan Review services:

- Full Plan Review: 70% of the full Building Plan Check Fees collected by the City of Westminster.
- Structural-only Plan Review: 50% of the full Building Plan Check Fees collected by the City of Westminster.
- MEP Plan Review: 35% of the full Building Plan Check Fees collected by the City of Westminster.

Our fee covers the initial review, and all rechecks, as well as all shipping and delivery of plans to/from City Hall.

Expedited Plan Services: 1.5 times the plan check fees above.

Revisions/Deferred Submittals/RFIs: Hourly per the Table below.

Additional Services: The following hourly rate table applies to additional services included in our Scope of Services that may be required by the City of Westminster.

Hourly Rates for Additional Services

Position	Hourly Rate
Interim Certified Building Official	\$155.00
Plan Review Engineer	\$135.00
Senior Plan Review Engineer	\$145.00
Senior Structural Engineer	\$150.00

Engineering Geologist/Geotechnical Engineer	\$150.00
Licensed Fire Protection Engineer	\$145.00
Certified Plans Examiner I	\$110.00
Certified Plans Examiner II	\$125.00
Building/Housing Inspector I	\$95.00
Building/Housing Inspector II	\$110.00
Senior Building/Housing Inspector	\$120.00
Code Enforcement Officer	\$95.00
CASp Plan Reviewer/Inspector	\$125.00
Fire Plan Reviewer/Inspector I	\$115.00
Fire Plan Reviewer/Inspector II	\$130.00
Planner	\$140.00
Senior Planner	\$155.00
Permit Technician I	\$70.00
Permit Technician II	\$80.00
Administrative Assistant	\$60.00

Mileage for tasks related to requested scope such as inspections or site visits will be charged at the current IRS mileage rate measured from City Hall. Incidental expenses will be charged at cost. Inspections outside of regular business hours will be charged at 140% of the rates above with a minimum of 3 hours.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/14/2024

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 Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Sherry Young</td> </tr> <tr> <td>PHONE (A/C. No. Ext): 949-242-9237</td> <td>FAX (A/C. No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: syoung@risk-strategies.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Citizens Insurance Company of America</td> <td style="text-align: right;">NAIC # 31534</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefit Insurance Co</td> <td style="text-align: right;">41840</td> </tr> <tr> <td>INSURER C: The Hanover American Insurance Company</td> <td style="text-align: right;">36064</td> </tr> <tr> <td>INSURER D: Argonaut Insurance Company</td> <td style="text-align: right;">19801</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Sherry Young		PHONE (A/C. No. Ext): 949-242-9237	FAX (A/C. No):	E-MAIL ADDRESS: syoung@risk-strategies.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Citizens Insurance Company of America	NAIC # 31534	INSURER B: Allmerica Financial Benefit Insurance Co	41840	INSURER C: The Hanover American Insurance Company	36064	INSURER D: Argonaut Insurance Company	19801	INSURER E:		INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED True North Compliance Services, Inc. 3939 Atlantic Avenue, Suite 224 Long Beach CA 90807																					

COVERAGES CERTIFICATE NUMBER: 81409563 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		OB3J114022	8/27/2024	8/27/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		AW3J248741	12/9/2023	12/9/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			OB3J114022	8/27/2024	8/27/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WZ3J114000	8/27/2024	8/27/2025	<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
D	Professional Liability Full Prior Acts			121AE0217205-00	8/27/2024	8/27/2025	Per Claim \$2,000,000 Aggregate \$4,000,000

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

Projects as on file with the insured including but not limited to As-Needed Professional Services. The City of Westminster and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as additional insureds and primary/non-contributory clause applies to the general and auto liability policies and a waiver of subrogation applies to the work comp policy-see attached endorsements.

CERTIFICATE HOLDER City of Westminster 8200 Westminster Blvd. Westminster CA 92683	CANCELLATION 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 RSC Insurance Brokerage
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Architects and Engineers

The following policy language is from Businessowners General Liability Coverage Part

NAMED INSURED: True North Compliance Services, Inc.

POLICY NUMBER: OB3J114022

The following are mandatory forms on the policy identified on the Certificate of Insurance:

391-1586 (08-16) BUSINESSOWNERS GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

Additional Insured by Contract, Agreement or Permit

A. **Section II – Liability, C** – Who is an insured is amended to include as an additional insured any person or organization with whom you agreed in a written contract, written agreement or permit but only respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions; or the acts or omissions of those acting on your behalf, but only with respect to:

- (i) **“Your work”** for the additional insured(s) designated in the contract, agreement or permit including “bodily injury” or “property damage” included in the “products - completed operations hazard” only if this Coverage Part provides such coverage;
- (ii) Premises you own, rent, lease, or occupy; or
- (iii) Your maintenance, operation or use of equipment leased to you.

*Definition: **“Your work”** a. Means: (1) Work or operations performed by you or on behalf; and (2) materials, parts or equipment furnished in connection with such work or operations; b. Includes (1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”; and (2) the providing of or failure to provide warnings or instructions.

This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the “bodily Injury”, “property damage”, “personal injury” or “advertising injury”.
- (2) To any person or organization Included as an Insured by an endorsement Issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment (a) After the equipment lease expires; or (b) If the “bodily Injury”, “property damage”, “personal injury” or “advertising Injury” arises out of sole negligence of the lessor.
- (4) To any: (a) Owners or other Interests from whom land has been leased which takes place after the lease for the land expires; or (b) Managers or lessors of premises if: (i) The occurrence takes place after you cease to be a tenant in that premises; or (ii) The “bodily injury”, “property damage”, “personal injury” or “advertising injury” arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” or the offense which caused the “personal and advertising injury” involved the rendering of or failure to render any professional services by or for you.

Other Insurance Primary & Non-Contributory

The following paragraph is added to **SECTION III – COMMON POLICY CONDITIONS, H – Other Insurance: Additional Insured – Primary and Non-Contributory**. If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – Liability, C. Who is an Insured** is primary and non-contributory, the following applies: If other valid and collectible insurance is available to the Additional Insured for a loss covered under **SECTION II – LIABILITY** of this Coverage Part, our obligations are limited as follows:

- (1) **Primary Insurance:** This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except: **(a)** For the sole negligence of the Additional Insured; **(b)** When the Additional Insured is an Additional Insured under another primary liability policy; or **(c)** When **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary.
- (2) **Excess Insurance:**
 - (a)** This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i)** That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for “your work”;
 - (ii)** That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.

- (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II - LIABILITY. B. Exclusions, 1. Applicable to Business Liability Coverage.**
- (v) That is insurance available to you for your participation in any past or present "unnamed joint venture".
- (vi) That is any insurance you may have that provides coverage for your professional services.

(b) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(c) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage part.

(3) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Per Project Aggregate

The following changes are made to **SECTION II - LIABILITY**:

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:
The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.
2. For the purpose of coverage provided by this endorsement only, the following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:
 1. "Your project" means:
 - a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
 - b. Does not include any "location" listed in the Declarations.
 2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies: **a.** As if each Named Insured were the only Named Insured; and, **b.** Separately to each insured against whom claim is made or "suit" is brought.

Waiver Of Subrogation

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS)** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization *where required by written contract* because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization *where required by written contract*.

Notice Of Cancellation

For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to **30 Days**.



AUTHORIZED REPRESENTATIVE

**From Hanover Forms: 391-1003 (08/16); 391-1445 (08/16); 391-1586 (08/16), 391-1003 (08/16)*

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

- 1. During the policy period;
- 2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
- 3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

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

Schedule

Person or Organization

Job Description

APPLIES AS BLANKET WAIVER
FOR THOSE HAVING A WRITTEN
CONTRACT WITH THE POLICY-
HOLDER REQUIRING WOS FOR
WC POLICYHOLDER EMPLOYEES.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/27/2024

Policy No. WZ3J114000

Endorsement No.

Insured True North Compliance Services, Inc.

Insurance Company THE HANOVER AMERICAN INSURANCE COMPANY



Countersigned By _____

WC 04 03 06 (Ed 04-84)

Certificate Of Completion

Envelope Id: A37D90FD-24DE-47E2-B33E-64E42716D4C1
Subject: True North PSA
Source Envelope:
Document Pages: 29
Certificate Pages: 6
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Paul Davison
pdavison@WESTMINSTER-CA.GOV
IP Address: 12.206.145.194

Record Tracking

Status: Original
June 20, 2025 | 15:47

Holder: Paul Davison
pdavison@WESTMINSTER-CA.GOV

Location: DocuSign

Signer Events

Erin Backs
EBacks@Westminster-CA.gov
Security Level: Email, Account Authentication
(None)

Signature



DS
EB

Signature Adoption: Pre-selected Style
Using IP Address: 12.206.145.194


Timestamp

Sent: June 20, 2025 | 16:07
Viewed: June 23, 2025 | 08:32
Signed: June 23, 2025 | 08:33

Electronic Record and Signature Disclosure:

Accepted: April 17, 2024 | 22:33
ID: e3ece55a-23ac-4471-8550-49bf717bcb16

Isam Hasenin
isam@tncservices.com
President/Secretary
Security Level: Email, Account Authentication
(None)



Signed by:
Isam Hasenin
B9047B67823F401...

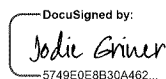
Signature Adoption: Pre-selected Style
Using IP Address: 99.130.108.24

Sent: June 20, 2025 | 16:08
Viewed: June 20, 2025 | 16:20
Signed: June 20, 2025 | 16:20

Electronic Record and Signature Disclosure:

Accepted: June 20, 2025 | 16:20
ID: 9c136904-5009-477d-a3b2-388d9aa63881

Jodie Griner
JGriner@Westminster-CA.gov
Security Level: Email, Account Authentication
(None)



DocuSigned by:
Jodie Griner
5749E0E8B30A462...

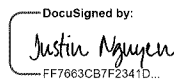
Signature Adoption: Pre-selected Style
Using IP Address: 12.206.145.194

Sent: June 20, 2025 | 16:08
Viewed: June 23, 2025 | 12:33
Signed: June 23, 2025 | 12:34

Electronic Record and Signature Disclosure:

Accepted: January 21, 2025 | 16:51
ID: deeb76ac-9a01-4452-b1eb-b72378b051db

Justin Nguyen
JVNguyen@Westminster-CA.gov
Security Level: Email, Account Authentication
(None)



DocuSigned by:
Justin Nguyen
FF7663CB7F2341D...

Signature Adoption: Pre-selected Style
Using IP Address: 12.206.145.194

Sent: June 20, 2025 | 16:08
Viewed: June 30, 2025 | 10:28
Signed: June 30, 2025 | 10:31

Electronic Record and Signature Disclosure:

Accepted: September 11, 2024 | 13:27
ID: 0e14aca9-717a-4e96-8efa-e818a761bf37

Signer Events

Scott Porter
sep@jones-mayer.com
City Attorney
Security Level: Email, Account Authentication (None)

Signature

Signed by:
Scott Porter
D97E0F2A7BF0479...

Signature Adoption: Pre-selected Style
Using IP Address: 47.152.40.2

Timestamp

Sent: June 20, 2025 | 16:07
Resent: June 20, 2025 | 16:11
Viewed: June 23, 2025 | 09:19
Signed: June 23, 2025 | 09:40

Electronic Record and Signature Disclosure:

Accepted: June 23, 2025 | 09:19
ID: 1a261d31-5e25-4e3c-968d-5652a18a3de6

Sheri VanderDussen
SVanderDussen@WESTMINSTER-CA.GOV
Interim Director of Community Development
Security Level: Email, Account Authentication (None)

Signed by:
Sheri VanderDussen
C8036634945A418...

Signature Adoption: Pre-selected Style
Using IP Address: 12.206.145.194

Sent: June 20, 2025 | 16:08
Viewed: June 24, 2025 | 10:10
Signed: June 24, 2025 | 10:12

Electronic Record and Signature Disclosure:

Accepted: October 8, 2024 | 10:28
ID: 5c429ca8-c5d1-432e-bd0d-b32ac9701a14

Tanya Ramirez
TRamirez@Westminster-CA.gov
Security Level: Email, Account Authentication (None)

DS
TR

Signature Adoption: Pre-selected Style
Using IP Address: 12.206.145.194

Sent: June 20, 2025 | 16:07
Viewed: June 22, 2025 | 19:24
Signed: June 24, 2025 | 09:11

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Christine Cordon
ccordon@westminster-ca.gov
City Manager
Security Level: Email, Account Authentication (None)

DocuSigned by:
Christine Cordon
E9CB17CEAA7744C...

Signature Adoption: Pre-selected Style
Using IP Address: 12.206.145.194

Sent: June 30, 2025 | 10:31
Viewed: June 30, 2025 | 10:35
Signed: June 30, 2025 | 10:37

Electronic Record and Signature Disclosure:

Accepted: June 30, 2025 | 10:35
ID: ece49de6-9103-459a-8aee-dd7a0b953488

Ashton Arocho
AArocho@WESTMINSTER-CA.GOV
City Clerk
City of Westminster
Security Level: Email, Account Authentication (None)

Signed by:
Ashton Arocho
50F8C4C21CE544C...

Signature Adoption: Pre-selected Style
Using IP Address: 12.206.145.194

Sent: June 30, 2025 | 10:37
Viewed: July 8, 2025 | 10:27
Signed: July 8, 2025 | 10:28

Electronic Record and Signature Disclosure:

Accepted: July 8, 2025 | 10:27
ID: ce8bf7ef-a889-4eca-ac7b-721bd4411625

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	June 20, 2025 16:08
Envelope Updated	Security Checked	June 20, 2025 16:11
Certified Delivered	Security Checked	July 8, 2025 10:27
Signing Complete	Security Checked	July 8, 2025 10:28
Completed	Security Checked	July 8, 2025 10:28
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Westminster:

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

To contact us by email send messages to: AArocho@westminster-ca.gov

To advise City of Westminster of your new email address

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

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

To request paper copies from City of Westminster

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

To withdraw your consent with City of Westminster

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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