

# REQUEST FOR QUALIFICATIONS (RFQ)

## ON-CALL CONSULTANT SERVICES



ADVANCE PLANNING AND SPECIAL PROJECT SERVICES  
PLANNING STAFF AUGMENTATION (CURRENT PLANNING)  
ENTITLEMENT PROCESSING: MIXED USE AND SB 330 DEVELOPMENT  
APPLICATIONS  
ENVIRONMENTAL PLANNING SERVICES  
URBAN DESIGN SERVICES

RFQ Issue Date: July 30, 2024

## 1. PURPOSE

The City of Westminster invites qualifications from individual consultants and firms that would like to be considered for as-needed professional services, which currently employ qualified staff and maintain all required certifications and insurances sufficient for any of the professional services listed below. The City intends to execute multiple as-needed agreements for firms that are qualified to provide services within a single subarea, multiple subareas and all subareas. Agreement terms may be up to 5 years in duration.

Consultants are encouraged to submit qualifications for one or more of the areas requested and clarify the types of tasks that the consultant or firm is capable of performing. While some consultants may have one particular specialty, others may have multiple areas of specialty. This RFQ is not intended to qualify consultants and firms that utilize sub-consultants, but rather firms that have the staffing resources to provide the requested support.

## 2. SCOPE OF SERVICES

As is the nature with as-needed services, the scope of services needed by the City is not clearly defined at this time. As future needs arise, the City would like as much information as possible about the qualified services each firm may provide. In the event a future large project presents itself for consideration, the City reserves the right to utilize the list of firms created from this RFQ and ask for a request for proposal (RFP) related to a defined project scope.

The following consultant services (sub areas) are desired by the City.

- A. ADVANCE PLANNING AND SPECIAL PROJECT SERVICES
- B. PLANNING STAFF AUGMENTATION (CURRENT PLANNING)
- C. ENTITLEMENT PROCESSING: MIXED USE AND SB 330 DEVELOPMENT APPLICATIONS
- D. ENVIRONMENTAL PLANNING SERVICES
- E. URBAN DESIGN SERVICES

Each sub area is further described below:

### **Sub Area A: Advanced Planning and Special Projects Services**

The City seeks one or more consultants with experience managing city-initiated advanced planning and special projects. Examples of such projects may include general plan amendments, specific plans and specific plan amendments, zoning map amendments, zoning text amendments associated with specific topics (e.g. ADU regulations), focused land use studies, objective design standards, assessment of legislative requirements, creation of policy/procedure memorandum, and any forms and documents which may be required. Consultants may be required to present before boards, committees, commissions and the city council. The examples listed above would be mostly associated with specific sites or focused issues.

### **Sub Area B: Planning Staff Augmentation (Current Planning)**

The City seeks consultants to augment on-going staff to ensure continuity of services and the timely processing of applications/projects. Requested services may include, but are not limited to:

- Providing coverage for the public counter, general planning phone, general planning email, as well as communicate with customers of assigned projects.
- Interpret and respond to inquiries from the public regarding planning, zoning, project, or general development questions.
- Review application submittals for compliance with the City's General Plan policies, Zoning Code, applicable specific plans, Subdivision Map Act, the California Environmental Quality Act (CEQA), and other regulatory statutes.
- Review and analyze development plans and communicate any required corrections.
- Processing of land use entitlements, including but not limited to conditional use permits, general plan amendments, and zoning code amendments.
- Present before the planning commission and city council.
- Project management of current planning projects, which requires the ability to manage and prioritize multiple projects and tasks.

### **Sub Area C: Entitlement Processing: for Mixed Use and SB 330 Development Applications**

The City seeks experienced consultants who can process complex mixed-use and SB 330 development projects. Examples of such projects include development proposals within the Westminster Mall Specific Plan, along with possible development in the City's mixed-use areas and specific plan areas. Qualifying consultants must have experience with similar projects and would be expected to manage such projects from their initial submittal, through the entitlement process, and to the completion of the plan check process. The desired consultant has five (5) or more years of relevant experience processing complex development projects.

### **Sub Area D: Environmental Planning Services**

The City seeks consultants with experience providing comprehensive environmental review services under the direction of City staff. Requested services may include, but are not limited to the following:

- Assist the City in implementing and complying with the provisions of CEQA and the City's adopted CEQA handbook.
- Analyze, critique and comment on preliminary plan proposals, development applications, proposed land use policies, ordinances, general plan amendments, programs, studies, technical drawings and schematics.
- Prepare accurate, clear, concise and legally defensible environmental documents in accordance with CEQA, such as initial studies, mitigated/negative declarations,

environmental impact reports (EIRs), addenda to prior environmental documents, subsequent/supplemental EIRs, responses to comments, Final EIRs, mitigation measures, mitigation monitoring and reporting programs, notices and exemptions.

- Complete all tasks associated with preparation of environmental documents including preparation, circulation, and filing/recordation of documents and notices in accordance with CEQA and within specified timelines.
- Prepare specific environmental studies (e.g. biological resources, air quality, greenhouse gas, transportation/traffic analysis, cultural and historic resources).
- Meet and/or communicate with the City's staff and the applicant regarding environmental review procedures and environmental issues related to the project.
- Conduct Site inspections for compliance with CEQA.
- Peer review studies or CEQA documents prepared by others.
- Provide advice and technical assistance pertaining to compliance with State and Federal Regulations.

### **Sub Area E: Urban Design Services**

The City seeks consultants with experience providing urban design services to the City, which may include the review of development proposals, specific plans, design standards and the preparation of studies.

## **3. ANTICIPATED RFQ SCHEDULE**

July 30, 2024 Issuance/distribution of RFQ

August 23, 2024 Deadline for consultant questions, no later than 3 pm.

August 30, 2024 Submissions must be received no later than 3 pm. (All submittals shall be submitted via email)

By October 25, 2024 Notification of intent to enter into an agreement with qualified firms

## **4. PROPOSAL ELEMENTS**

### **A. Cover Letter**

The cover letter must be signed by an officer of the firm authorized to execute a contract (agreement) with the City. The primary contact should be identified with a phone number, email, and mailing addresses. A description of the Consultant's commitment and general approach for on-call consulting services and tasks specified in the Scope of Services, especially with a focus on the sub-area(s) included in the Proposal. In addition, a statement as to the Consultant's availability and ability to dedicate time, personnel, and resources to the efforts of the particular sub-area(s) for the duration of the contract term should be included.

### **B. General Qualifications**

Provide a summary of the Consultant's qualifications, general information about the firm, location of office(s), years in business, and areas of expertise. Consultant should

describe recent projects experiences that involved a similar scope of services relating to pertinent sub-area(s), past performance, individual or team accomplishments, and examples of similar work.

### **C. Key Staff**

Identify key staff and include a description of their abilities, qualifications, experience, and role for this RFP. Attach resumes of key staff that would be assigned to each sub area and include a proposed project management structure and organizational chart. Consultant should include the role and specializations/areas of expertise for each team member. Identified team members must disclose any financial, business, or other relationships that might create potential conflicts of interest in the proposed role(s). After a contract is signed, Consultant may not replace key personnel assigned to the project without written agreement of the City of Westminster. City approval is required before any personnel substitutions may occur. The City of Westminster reserves the right to request that the Consultant replace a staff person assigned to the contract should the City of Westminster consider such a replacement to be for the good of the project. Replacement staff would be subject to the City of Westminster written approval prior to assignment to the team.

### **D. Cost Proposal**

Provide the hourly rate for all personnel and the costs of any reimbursables. The rate submitted with this proposal shall be for the first three years of any agreement.

### **E. Approach**

Each firm's response should provide 1) a clear description of services the firm is qualified to provide (through experience, staff support, certifications and licenses), 2) an hourly rate sheet for qualified staff that may be utilized, and 3) any additional information or references you would like the City to consider regarding your firm and/or services your firm may offer.

### **F. Optional: References**

Consultant shall provide a list of references, including the names, addresses, e-mail addresses, and telephone numbers of recent clients, preferably other public agencies for which Consultant has done similar work. The list should clarify the sub- area(s) for which the reference is provided. Reference information should also include specific projects associated with each reference, performance, accomplishments, date work was performed, budget/cost, whether the project was or was not completed within budget, and key personnel involved.

### **G. Agreement for Professional Services**

Please review Appendix A (Sample Professional Services Agreement) and provide a written statement that the Consultant will be able to provide the required insurance in the amount, types, and endorsements. Alternatively, if there are provisions within the City's Standard Agreement, including insurance requirements, that are not

acceptable to your firm, please indicate what provisions those are and reasons why, and what substitution your firm would suggest.

## **5. SUBMITTAL INSTRUCTIONS**

By submitting a response, Consultant represents that it has thoroughly examined and become familiar with the services required under this RFQ and that it is capable of performing quality work to achieve the City's objectives, as described under Scope of Services, as they relate to the relevant sub areas. Consultant is prepared to comply with all statutes and regulations applicable to the work to be performed.

### **4.1 City Contact**

Should a Consultant require clarifications to this RFQ, such inquiries must be submitted in writing before 3:00 p.m. on August 23, 2024.

All inquiries relating to this RFQ must be timely and directed to:

Ken Fichtelman (Senior Planner) [kfichtelman@westminster-ca.gov](mailto:kfichtelman@westminster-ca.gov) or 714.548.3484

### **4.2 Submission Deadline**

Late Proposals will be rejected and returned. All Proposals must be submitted **via e-mail** to Ken Fichtelman at [kfichtelman@westminster-ca.gov](mailto:kfichtelman@westminster-ca.gov). All Proposals must be received no later than 3:00 p.m. on August 30, 2024.

### **4.3 Acceptance of Proposals**

- All costs of the RFQ preparation shall be borne by the submitting consultant.
- The City of Westminster reserves the right to extend the RFQ submission deadline.
- The City of Westminster reserves the right to reject all or any of the submissions it receives.
- The City of Westminster reserves the right to withdraw or modify this RFQ, and to refrain from awarding contracts altogether.
- The City of Westminster reserves the right to request additional information during the RFQ evaluation process.

**Appendix A**  
**City of Westminster**  
**SAMPLE Professional Services Agreement**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT**, made and entered into this (Insert date day) day of (Insert date month), (Insert date year), by and between the City of Westminster, a municipal corporation located in the County of Orange, State of California, hereinafter referred to as "**CITY**" and (Insert vendor name), with principal offices at (Insert address), hereinafter referred to as "**CONSULTANT**."

### **WITNESSETH**

**WHEREAS**, CITY desires to engage CONSULTANT to perform (Insert type of service for agreement) for the City of Westminster Community Development Department as described and set forth (Enter some qualifying statement for agreement, such as: *in the "Request for Qualifications" dated XXXX, 2024, a copy of which is attached as Exhibit "A"*), incorporated herein by this reference as if set forth in full; and

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

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

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

CITY hereby engages CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the various services set forth in that certain proposal dated (Enter some qualifying statement, such as: XXXX, 2024, *from CONSULTANT to CITY, a copy of which is attached hereto as Exhibit "B"*) and incorporated herein by this reference as if set forth in full.

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

The term for this agreement shall commence upon the execution by the City and shall continue for one year; this contract will extend for an additional four years at the same rate as long as parties hereto desire. CONSULTANT shall attempt to complete all tasks within the timeline agreed upon by the CITY and the CONSULTANT. The CONSULTANT shall be responsible for its work schedule only to the extent that the CONSULTANT has reasonable control over the work schedule.

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

CONSULTANT agrees to perform all work to the standard care in the industry and within the time hereinafter specified. Evaluations of the work will be done by the Community



Development Director or designee. If the quality of work is not reasonably satisfactory, CITY, in its discretion, has the right to:

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

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

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

#### **V. LICENSES**

Consultant shall, at its sole cost and expense, obtain and keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are required under Federal, State or local law to provide the services contemplated by this Agreement. Consultant shall maintain a CITY business license.

#### **VI. FAMILIARITY WITH WORK**

By execution of this Agreement, the CONSULTANT warrants that:

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

#### **VII. COMPENSATION**

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

For the provision of all services rendered under this Agreement in accordance with the scope of services attached hereto and all expenses associated therewith, CITY shall pay CONSULTANT the amounts specified under CONSULTANT'S (Enter

some qualifying statement: "Cost Proposal" – include "up to" amount or amount "not to be exceeded" language.)

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

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

**C. Payment Procedure**

CONSULTANT shall, on the first of each month, submit a monthly invoice to the CITY for work performed pursuant to (**Exhibit "A"**.) Within thirty (30) calendar days of receipt of such invoice, CITY shall determine whether CONSULTANT has satisfactorily performed the work described in the invoice. CITY shall thereafter pay CONSULTANT on a monthly basis for work which CITY deems to have been satisfactorily completed.

**VIII. TERMINATION**

This Agreement may be terminated with or without cause by CITY at any time by providing CONSULTANT with written notice of termination no less than thirty (30) calendar days in advance of such termination. In the event of such termination, CONSULTANT shall be compensated for services rendered as of the date of termination, plus costs incurred in connection with uncancellable obligations relating to this Agreement. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of termination. In the event of such termination, CONSULTANT shall immediately stop rendering services under this Agreement unless directed otherwise by CITY, and shall deliver to CITY all plans, data, reports, summaries, electronic media storage, and all such other information and materials as CONSULTANT may have accumulated in performing this Agreement. CITY shall not be liable for any claim of lost profits. Additionally, any party may cancel the agreement as a result of negligent service given, at any time, provided that there has been a thirty (30) day warning given in advance to the other party that would allow the other party to correct the problem.

This Agreement may be terminated by CONSULTANT by providing CITY with written notice no less than thirty (30) days in advance of such termination.

**IX. COORDINATION OF WORK**

**A. Selection of Representatives**

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

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

**B. Contract Officer**

The Contract Officer shall be the Interim Community Development Director or such other person as designated by the City Manager of the CITY. It shall be the CONSULTANT'S responsibility to assure that the CITY'S representative(s) 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 representative(s). Unless otherwise specified herein, any required CITY approval shall mean the approval of the CITY representative(s).

**X. INDEPENDENT CONSULTANT**

**A. Consultant Status**

CONSULTANT is an independent CONSULTANT and not an employee of CITY. Neither CITY nor any of its employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and, CONSULTANT expressly warrants not to, at any time or in any manner, represent that CONSULTANT or any of CONSULTANT'S officers, employees, or agents, are in any manner officers, employees, or agents of CITY. It is distinctly understood that said CONSULTANT is, and shall at all times, remain as to the CITY a wholly independent CONSULTANT and that CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

**B. Consultant's Personal Services - Inducement**

This Agreement contemplates that the CONSULTANT'S personal services and those of CONSULTANT'S officers, employees, and agents are a substantial inducement to the CITY for entering into this Agreement. CONSULTANT may not assign any interest in this Agreement, except upon written consent of CITY. CONSULTANT shall have no authority, express or implied, to bind CITY to any obligation whatsoever.

Furthermore, unless expressly provided otherwise in CONSULTANT'S proposal, CONSULTANT shall not subcontract any portion of the performance contemplated under this Agreement without the prior written approval of the CITY. Nothing in this Agreement shall be construed as preventing CONSULTANT from employing as many employees as CONSULTANT deems necessary for the proper and efficient execution of this Agreement.

CITY shall not have the right to control the means by which CONSULTANT accomplishes service rendered pursuant to this Agreement. CONSULTANT shall,

at its sole cost and expense, furnish all facilities, materials, and equipment that may be required for furnishing services pursuant to this Agreement.

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

CONSULTANT agrees to defend, indemnify, and hold free and harmless the CITY, its elected and appointed officials, officers, agents, employees, and volunteers at CONSULTANT'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, employees, and volunteers arising out of the performance of CONSULTANT of the work undertaken pursuant to this Agreement, and shall indemnify, defend, hold free and harmless the CITY, its elected and appointed officials, officers, agents, employees, and volunteers harmless from and against any and all damages to property or injuries to or death of any person or persons, including attorneys' fees. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by CONSULTANT, but shall be required whenever any claim, demand, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of CONSULTANT and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected and appointed officials, officers, agents, employees, and volunteers based upon the work performed by CONSULTANT under this Agreement, whether or not the CONSULTANT is specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, CONSULTANT shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints, or suits arising out of the negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY'S request for proposal or CONSULTANT'S proposal, which shall be of no force and effect.

**XII. INSURANCE**

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

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

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

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

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

The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of CONSULTANT obligation to indemnify the CITY, its elected or appointed officials, officers, agents, employees, or volunteers.

### **XIII. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

### **XIV. MISCELLANEOUS**

#### **A. Ownership of Documents**

All reports, as well as all original reproducible drawings, plans, studies, memoranda, computation sheets, electronic media storage, and other documents assembled or prepared by CONSULTANT or CONSULTANT'S agents, officers, or employees in connection with this Agreement, including any and all copyright interest therein, shall be the property of the CITY and shall be delivered to the CITY upon either the completion or termination of the Project. Copies of said documents may not be retained by CONSULTANT, and shall not be made available by CONSULTANT to any individual or organization without the prior written approval of CITY, except as required by law. CONSULTANT or CONSULTANT'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.

#### **B. Notices**

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

**CITY:**

**CONSULTANT:**

City of Westminster

\_\_\_\_\_

8200 Westminster Blvd.

\_\_\_\_\_

Westminster, CA 92683

\_\_\_\_\_

Attn: Ken Fichtelman, Senior Planner

Attn: \_\_\_\_\_

**C. Enforcement of Agreement**

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

**D. Disputes**

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

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

**E. Waiver**

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

**F. Conflicts Of Interest**

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

**G. Audit Of Records**

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

**H. Rights and Remedies are Cumulative**

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

**I. Legal Action**

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

**J. Attorney's Fees**

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

**K. Integration**

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

**L. Amendment**

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



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

**CITY OF WESTMINSTER**

\_\_\_\_\_  
**CHRISTINE CORDON, CITY MANAGER**

\_\_\_\_\_  
**Dated**

**ATTEST:**

\_\_\_\_\_  
**ASHTON AROCHO CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CHRISTIAN BETTENHAUSEN, CITY ATTORNEY**

**APPROVED AS TO INSURANCE**

\_\_\_\_\_  
**JODIE GRINER,  
DIRECTOR OF HUMAN RESOURCES  
& RISK MANAGEMENT**

**CONSULTANT: (Enter Consultant's Name Here)**

SIGNED BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

SAMPLE