

**CITY OF ORLAND  
AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of \_\_\_\_\_ 2026, at Orland, California, by and between the City of Orland, a California General Law City, 815 Fourth Street, Orland, California, 95963 (hereinafter referred to as the "CITY") and Paxton Family Inspection Services, 4231 County Road E, Orland, CA 95963 an independent professional services firm operated by Wyatt Paxton and Nicholas Paxton (hereinafter referred to as the "CONTRACTOR").

**RECITALS**

- A. The CITY seeks to engage professional services as described in this Agreement.
- B. The CONTRACTOR has the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement's tasks in a professional and competent manner.
- C. CONTRACTOR desires to furnish and perform professional services for CITY, on the terms and conditions described in this Agreement. CONTRACTOR has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

**NOW, THEREFORE, the CITY and the CONTRACTOR mutually agree as follows:**

**1. INCORPORATION OF RECITALS**

The Recitals constitute the factual basis upon which CITY and CONTRACTOR have entered into this Agreement. CITY and CONTRACTOR acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

**2. TERM OF AGREEMENT**

- 2.1. The term of this contract shall commence on March 3, 2026, or upon execution by both parties, whichever is later, and shall continue in full force and effect unless and until terminated in accordance with **Section 7** of this Agreement.
- 2.2. If applicable, this Agreement ratifies and memorializes services previously performed by CONTRACTOR since July 1, 2024, at the request of the CITY.

**3. TIME OF PERFORMANCE**

CONTRACTOR shall commence services upon receipt of a Notice to Proceed from the CITY and continue until all authorized tasks are completed to the CITY's satisfaction.

**4. SERVICES**

The CONTRACTOR shall perform those specialized services set forth in "Exhibit A," which is

attached hereto and incorporated herein by reference. Outside of reasonable business hours of the CITY and project completion dates, the CONTRACTOR shall perform such services on hours and schedules established by the preference of the CONTRACTOR, and for which the CONTRACTOR shall exercise their discretion and independent judgment in the performance thereof.

## **5. COMPENSATION**

5.1 Hourly Rates. CITY shall compensate CONTRACTOR as follows:

(a) Eighty-Five Dollars (\$85.00) per hour for Building Inspection and Code Enforcement services.

(b) One Hundred Ten Dollars (\$110.00) per hour for Building Official and Plan Review services.

5.2 Mileage Reimbursement. CITY shall reimburse CONTRACTOR for mileage incurred in the performance of services at the then-current Internal Revenue Service Standard Mileage Rate in effect at the time mileage is incurred. The mileage rate shall automatically adjust to reflect annual IRS updates without the necessity of amendment to this Agreement.

5.3 Annual Compensation Limits. For Fiscal Year 2026–2027, compensation shall not exceed:

(a) Seventy-Five Thousand Dollars (\$75,000) for Inspection and Code Enforcement services;

(b) Fifty Thousand Dollars (\$50,000) for Building Official and Plan Review services;

(c) One Hundred Twenty-Five Thousand Dollars (\$125,000) combined annual maximum.

5.4 Additional Fee Adjustments. CONTRACTOR may propose adjustments to the fee schedule upon sixty (60) days written notice to CITY. Any such modification shall require written approval by CITY.

5.5 Invoices. CONTRACTOR shall submit monthly invoices itemizing services performed, hours worked, mileage, and reimbursable expenses. CITY shall remit payment within thirty (30) days of receipt of undisputed invoice.

## **6. CONTRACT ADMINISTRATION**

6.1. The CITY's Representative. Unless otherwise designated in writing, Joe Goodman, City Manager, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person or his designee as identified from time to time.

6.2. For the CONTRACTOR, Paxton Family Inspection Services shall be responsible for all aspects of the administration of the Agreement. CONTRACTOR has been selected to perform these specialized services due to his specific knowledge, skills, and abilities that are considered

to be uniquely aligned with the needs of the CITY. As a consequence, the CONTRACTOR may not assign or otherwise employ a third party to perform the services unless such assignment is expressly authorized in writing by the CITY.

6.3. Responsibilities of the CITY. The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate the performance of the services.

## **7. TERMINATION**

7.1. Termination for Convenience. Either party may terminate this Agreement without cause and at its sole discretion at any time by giving the other party thirty (30) days written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

7.2. Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties.

## **8. INDEMNIFICATION**

Should the CITY be named as a defendant in any lawsuit arising from the CONTRACTOR's negligence or wrongful acts in performing this Agreement, the CONTRACTOR shall indemnify and hold harmless the CITY from and against all liability. This indemnity obligation will exclude such loss or damage determined to be caused by the sole negligence or willful misconduct of the CITY.

The obligations established by this paragraph will survive termination of this Agreement. For purposes of this paragraph:

CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees, and authorized agents and volunteers of the CITY.

Liability means any claims or causes of action raised or asserted by damage to, loss or expense incurred by, or judgments rendered in favor of persons or entities not a party to this Agreement.

The types of damages included within this indemnity obligation include but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior, and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by CONTRACTOR and any of its officers, agents, employees, and subcontractors.

## **9. ASSIGNMENT AND SUBCONTRACTING**

The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express written authorization of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor, nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

## **10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS**

10.1. Taxes. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. Licenses. The CONTRACTOR warrants that it holds all legally required licenses, permits, qualifications, insurance, and approvals necessary to provide the services under this Agreement. The CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals required by law.

## **11. CONFLICT OF INTEREST**

The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to the performance of its obligations under this Agreement. The CONTRACTOR shall not, during the term of this Agreement, knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

## **12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

### **13. RECORDS AND AUDITS**

The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

### **14. OWNERSHIP OF DOCUMENTS**

It is understood and agreed that the CITY shall own all documents and other work products of the CONTRACTOR, except the CONTRACTOR's notes and work papers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall, at its sole expense, provide all such documents to the CITY upon request.

### **15. INDEPENDENT CONTRACTOR**

The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR is solely responsible for the control and direction of the manner and day-to-day timing of the performance of the work. The CONTRACTOR hereby confirms that they are, at the time of execution of this Agreement, customarily engaged independently in the established trade or occupation or business of the same or similar nature as the work being performed for the CITY. The CONTRACTOR 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 the CITY. The

CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

## **16. INSURANCE**

CONTRACTOR shall maintain:

- (a) Commercial General Liability insurance of not less than \$1,000,000 per occurrence;
- (b) Professional Liability (Errors and Omissions) insurance of not less than \$1,000,000 per claim;
- (c) Workers' Compensation insurance as required by California law.

Proof of insurance shall be provided upon request.

## **17. NOTICE**

Notices shall be deemed delivered upon personal receipt or forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, addressed to the applicable party.

CITY:

The City of Orland,  
815 Fourth Street,  
Orland, California, 95963  
Attn: Joe Goodman, City Manager

CONTRACTOR:

Paxton Family Inspection Services  
4231 County Road E  
Orland, CA 95963

## **18. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California.

## **19. ENTIRE AGREEMENT; MODIFICATION**

This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

## **20. WAIVER**

The CITY's payment of any invoice shall not waive its right to request corrections or replacements for defective or noncompliant work.

**21. EXECUTION**

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**22. AUTHORITY TO ENTER AGREEMENT**

The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**IN WITNESS WHEREOF, the parties have executed this Agreement on \_\_\_\_\_ 2026.**

**CONTRACTOR:**

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Wyatt Paxton, Building Official

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Nicholas Paxton, Building Inspector

**CITY:**

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Joe Goodman, City Manager

## **EXHIBIT A**

### **SERVICES TO BE PERFORMED**

Building Official, Plan Review, Building Inspection, and Code Enforcement functions are specialized and distinguishable from other general office positions by the level of complexity of duties assigned, independence of action taken, and performance.

#### **Building Official, Plan Review, Building Inspection, and Code Enforcement:**

The CONTRACTOR shall act as the CITY's Building Official, conduct Building Inspections, provide Plan Review Services for residential and commercial projects, and Issue Code Enforcement Citations as directed by the CITY.

#### **Administration Functions (Support to Community Development Technician):**

The Building Official, Plans Examiner, building inspector, and/or his staff may share City Hall building department office, front counter, and phone duties with other administrative staff on an as-needed basis (e.g., vacation, sick leave of permanent staff). Other duties may include administrative support to the Community Development Technician:

- Coordinate and Track Planning, Building, and Engineering permits
- File Permit-related documents and permit data entry
- Issue and track Code Enforcement citations
- Manage and coordinate special projects (e.g., developing customer/applicant checklist and permit routing process checklist)