

CITY OF ORLAND  
AGREEMENT FOR PROFESSIONAL BUILDING OFFICIAL SERVICES WITH PAXTON  
SCOTT ENTERPRISES

This Agreement is made on this 15th day of November, 2022, at Orland, California, by and between the City of Orland, 815 FOURTH STREET, ORLAND, California, 95963 (hereinafter referred to as the "CITY") and Wyatt Paxton, 21235 Albatross Way, Redding, CA 96003 D.B.A Paxton Scott Enterprises (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CONTRACTOR has the certifications, 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.

The term of this contract shall commence on November 16, 2022 or upon execution by both parties, whichever is later and shall expire on June 30, 2024 unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.

The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is 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, CONTRACTOR shall perform such services on hours and schedules established by the preference of the CONTRACTOR, and for which the CONTRACTOR shall exercise their own discretion and independent judgment in the performance thereof.

## 5. PAYMENT FOR SERVICES.

The CONTRACTOR shall be compensated at a rate established by the CONTRACTOR of no more than \$100.00 per hour and for a total amount not to exceed \$75,000 per fiscal year pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

## 6. CONTRACT ADMINISTRATION.

6.1. For the CITY: Unless otherwise designated in writing, The Orland 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 designee as identified from time-to-time.

6.2. For the CONTRACTOR: Wyatt Paxton of Paxton Scott Enterprises shall be responsible for all aspects of administration of the Agreement. CONTRACTOR has been selected to perform these specialized services due to his specific certifications, knowledge, skills and abilities that are considered to be uniquely aligned with the needs of the City.

6.3. Responsibilities of the CITY. The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services. The City will provide an in-house permit technician with whom CONTRACTOR can coordinate work flow and projects.

## 7. TERMINATION.

7.1. Termination for Convenience. Either party may terminate this Agreement without cause and in 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.

CONTRACTOR shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with CONTRACTOR's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.

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. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.

The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

9.1. 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.

9.2. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that 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 which are legally required of the CONTRACTOR to practice its profession.

#### 10. CONFLICT OF INTEREST.

The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to 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.

#### 11. 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.

#### 12. 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.

#### 13. OWNERSHIP OF DOCUMENTS.

It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, 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.

#### 14. 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.

#### 15. NOTICE.

All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY:

City of Orland,  
815 Fourth Street,  
Orland, California, 95963  
Attn: Peter R. Carr, City Manager

CONTRACTOR:

Paxton Scott Enterprises  
21235 Albatross Way  
Redding, CA 96003  
Attn: Wyatt Paxton

16. GOVERNING LAW.

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

17. ENTIRE AGREEMENT; MODIFICATION.

This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of 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.

18. WAIVER.

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

19. EXECUTION.

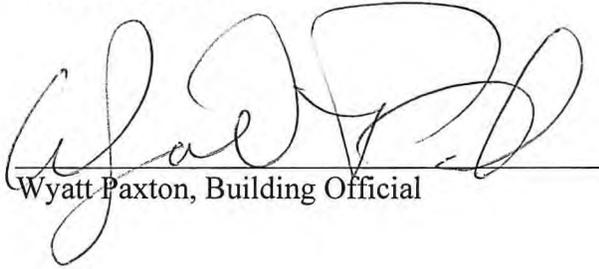
This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or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

20. 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.

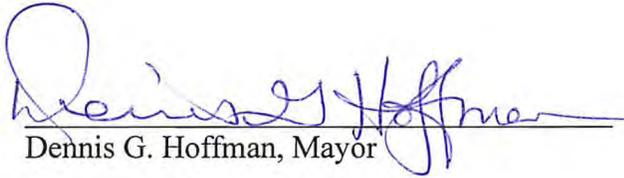
IN WITNESS WHEREOF, the parties have executed this Agreement on the 15<sup>th</sup> day of November, 2022.

CONTRACTOR:



Wyatt Paxton, Building Official

CITY:



Dennis G. Hoffman, Mayor

## EXHIBIT A – SERVICES TO BE PERFORMED

Building Official (CBO), Building Inspection, Plans Checking as approved by both parties 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, Building Inspection and Code Enforcement:** Contractor shall act as the City's Building Official, review and check building plans, conduct Building Inspections, and Issue Code Enforcement Citations.

### **Administration Functions (Support to Permit Technician):**

The Building Official or his contract staff may provide training to and share City Hall front counter and phone duties with other administrative staff on an as-needed basis (e.g., surge, vacation, sick leave of permanent staff). Other duties may include administrative support to the Permit Technician to:

- 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, develop customer/applicant check list and permit routing process check list), and
- Accept and process (limited duties) other permit applications and fees including Building, Planning, Encroachment, and other City related permits.

### **Billing Rate for Services:**

- CBO, plans check and services provided directly by Wyatt Paxton: \$100/hr
- Inspection, Code Enforcement, Permit Tech coordination provided by associate employees of Paxton Scott: \$ 75/hr
- Travel expenses shared with neighboring jurisdiction accounts per federal rate
- Travel within Orland at federal rate or use of City vehicle, if available.