



WEST END ANIMAL SERVICES AGENCY

Regular Board Meeting

OCTOBER 3, 2024

*Ontario City Hall
303 East B Street, Ontario, CA 91764*

CHAIR PAUL S. LEON • VICE CHAIR CURTIS BURTON • DIRECTOR DEBRA PORADA

SECRETARY CLAUDIA Y. ISBELL • TREASURER/CONTROLLER ARMEN HARKALYAN
INTERIM ADMINISTRATOR JORDAN VILLWOCK • BOARD ATTORNEY NICHOLAUS NORVELL

WELCOME TO A MEETING OF WEST END ANIMAL SERVICES AGENCY

All documents for public review are on file with the Records Management/City Clerk's Department located at 303 East B Street, Ontario, CA 91764.

Anyone wishing to speak in person during public comment or on a particular item will be required to fill out a blue slip. Blue slips must be turned in prior to public comment beginning or before an agenda item is taken up. The Secretary will not accept blue slips after that time. Comments will be limited to 3 minutes. Speakers will be alerted when they have 1 minute remaining and when their time is up. Speakers are then to return to their seats and no further comments will be permitted.

In accordance with State Law, remarks during public comment are to be limited to subjects within Board's jurisdiction. Remarks on other agenda items will be limited to those items. Remarks from those seated or standing in the back of the chamber will not be permitted. All those wishing to speak including Board and Staff need to be recognized by the Chair before speaking.

ACCOMMODATIONS

If you need special assistance or accommodations to participate in this meeting, please contact the Ontario City Clerk's office at 909-395-2009. Notification of 48 hours prior to the meeting will help the City make reasonable arrangements. Equipment for the hearing impaired is available in the Records Management Office.

ORDER OF BUSINESS

The regular West End Animal Services Agency meeting begins with Public Comment at 9:00 a.m. immediately followed by the Regular Meeting.

CALL TO ORDER (OPEN SESSION)

9:00 A.M.

ROLL CALL

Leon, Burton, Porada

PLEDGE OF ALLEGIANCE

Director Debra Porada

PUBLIC COMMENTS

9:00 A.M.

The Public Comment portion of the Board meeting is limited to 30 minutes with each speaker given a maximum of 3 minutes. An opportunity for further Public Comment may be given at the end of the meeting. Under provisions of the Brown Act, Board is prohibited from taking action on non-agenda public comments.

As previously noted -- if you wish to address the Board, fill out one of the blue slips at the rear of the chambers and give it to the Secretary.

AGENDA REVIEW/ANNOUNCEMENTS

The Interim Administrator will go over all updated materials and correspondence received after the Agenda was distributed to ensure Board Members have received them. He will also make any necessary recommendations regarding Agenda modifications or announcements regarding Agenda items to be considered.

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda item contractors, subcontractors and agents may require member abstentions due to conflict of interests and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR will be enacted by one motion in the form listed below – there will be no separate discussion on these items prior to the time Board votes on them, unless a member of the Board requests a specific item be removed from the Consent Calendar for a separate vote.

Each member of the public wishing to address the Board on items listed on the Consent Calendar will be given a total of 2 minutes.

1. APPROVAL OF MINUTES

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

2. ADOPTION OF THE WEST END ANIMAL SERVICES AGENCY FISCAL YEAR 2024-25 BUDGET

That the Board of Directors approve the annual budget of the West End Animal Services Agency for Fiscal Year 2024-25.

3. CONTRACT WITH MILLER ARCHITECTURAL CORPORATION FOR THE TEMPORARY ANIMAL SHELTER AND PERMANENT ANIMAL SHELTER SITE DESIGN

That the Board of Directors authorize the Interim Administrator to execute a Design Services Agreement between Miller Architecture Corporation and the West End Animal Services Agency for design and bid support services for the temporary animal shelter located at 1630 Shearwater Street, Ontario CA, for a total amount not to exceed \$304,000 and a term from October 4, 2024 through October 4, 2027.

4. A RESOLUTION APPROVING THE WEST END ANIMAL SERVICES AGENCY CONFLICT OF INTEREST CODE

That the Board of Directors adopt a resolution approving the West End Animal Services Agency Conflict of Interest Code.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST END ANIMAL SERVICES AGENCY APPROVING CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

STAFF MATTERS

UPDATE ON EXECUTIVE DIRECTOR RECRUITMENT

Receive informational update.

BOARD MATTERS

Chair Leon
Vice Chair Burton
Director Porada

ADJOURNMENT

**WEST END ANIMAL SERVICES AGENCY
MINUTES
AUGUST 22, 2024
(Not Official Until Approved)**

The special meeting of the West End Animal Services Agency was held on Thursday, August 22, 2024, at Ontario City Hall, 303 E. B Street Ontario, California.

OPEN MEETING CALLED TO ORDER

Director Leon called the meeting to order at 10:01 a.m.

ROLL CALL

PRESENT: Directors: Paul S. Leon, Debra Porada, and
Curtis Burton

Also present were Interim Administrator Jordan Villwock, Treasurer/Controller Armen Harkalyan, Board Attorney Nicholas Norvell, and Secretary Claudia Y. Isbell.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Director Burton.

SPECIAL CEREMONIES

Oaths of Office were administered to the Directors.

ITEM PULLED FROM CONSENT FOR FIRST CONSIDERATION

1. SELECTION OF CHAIR AND VICE-CHAIR

The Board of Directors selected Director Leon as Chair and Director Burton as Vice Chair of the West End Animal Services Agency Board of Directors.

MOTION: Moved by Chair Leon, seconded by Director Porada, and carried by a unanimous vote 3-0, to approve Leon as Chair and Burton as Vice Chair.

PUBLIC COMMENT

Secretary Isbell announced there were no written comments.

Lisa Price thanked the Board for championing animal services effort and for making this a priority.

INFORMATION RELATIVE TO POSSIBLE CONFLICTS OF INTERESTS

There were no conflicts announced.

AGENDA REVIEW/ANNOUNCEMENTS

Interim Administrator Villwock made no announcements.

CONSENT CALENDAR

MOTION: Moved by Director Porada, seconded by Vice Chair Burton, and carried by a unanimous vote 3-0, to approve the Consent Calendar as presented.

2. CONTRACT WITH THE CITY OF ONTARIO FOR SERVICES

The Board of Directors authorized the Interim Administrator to negotiate and execute a twenty-two-month Administrative Services Agreement with the City of Ontario for services in the amount not to exceed \$220,000 with changes approved by the Interim Administrator and reviewed and approved as to form by General Counsel.

3. A RESOLUTION APPROVING THE WEST END ANIMAL SERVICES AGENCY ADMINISTRATIVE POLICIES & PROCEDURES

The Board of Directors adopted a resolution approving the West End Animal Services Agency Administrative Policies and Procedures Manual, including Board Compensation, Agency Staff, Agency Operations, Claims for Damages Procedure, Real Property Procedures and inclusion of the City of Ontario's existing policies for Purchasing, Travel and Reimbursement, Personnel Rules and Regulations, Records Retention, Investment Policy, and California Environmental Quality Act Guidelines.

RESOLUTION NO. WEASA-001 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST END ANIMAL SERVICES AGENCY APPROVING ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL

4. SOLE SOURCE CONTRACT WITH BEST, BEST & KRIEGER LLP FOR GENERAL COUNSEL

The Board of Directors authorized the Interim Administrator to execute a one-year Legal Services Agreement with Best Best and Krieger LLP (BBK) of Riverside, California, for legal services in the amount not to exceed \$180,000.

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

5. A RESOLUTION ESTABLISHING WEST END ANIMAL SERVICE AGENCY REGULAR BOARD OF DIRECTOR MEETING CADENCE AND DESIGNATING PRINCIPAL GOVERNANCE AND BUSINESS ADDRESS, HOLIDAYS, AND REGULAR MEETING SCHEDULE

The Board of Directors adopted the first Thursday of every month at 9:00 a.m. as

the meeting cadence for the West End Animal Services Agency (WEASA) and adopted a resolution establishing initial governance items and the regular meeting schedule.

RESOLUTION NO. WEASA-002 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST END ANIMAL SERVICES AGENCY DESIGNATING PRINCIPAL GOVERNANCE AND BUSINESS ADDRESS, HOLIDAYS, AND REGULAR MEETING SCHEDULE

MOTION: Moved by Director Porada, seconded by Vice Chair Burton, and carried by a unanimous vote 3-0, to approve the meeting cadence and adopt Resolution No. WEASA-002.

6. A RESOLUTION APPOINTING THE INTERIM ADMINISTRATOR, TREASURER/CONTROLLER, AND SECRETARY

The Board of Directors adopted a Resolution appointing agency officers.

RESOLUTION NO. WEASA-003 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST END ANIMAL SERVICES AGENCY APPOINTING AGENCY OFFICERS

MOTION: Moved by Director Porada, seconded by Vice Chair Burton, and carried by a unanimous vote 3-0, to adopt Resolution No. WEASA-003.

7. A LEASE AGREEMENT FOR A TEMPORARY SHELTER FACILITY LOCATED AT 1630 SHEARWATER STREET, ONTARIO WITH THOMAS M. HENDRICKSON REVOCABLE TRUST

The Board of Directors authorized the Interim Administrator to negotiate and execute a lease agreement between Thomas M. Hendrickson Revocable Trust and the West End Animal Services Agency for the use of the property located at 1630 Shearwater Street, Ontario, Ca., for a thirty-six month term with the option to extend for up to two additional one-year terms in a form substantially consistent with the attached leased terms.

MOTION: Moved by Vice Chair Burton, seconded by Director Porada, and carried by a unanimous vote 3-0, to approve the lease agreement with Thomas M. Hendrickson.

STAFF MATTERS:

Interim Administrator Villwock thanked everyone for their collaboration.

BOARD MATTERS:

Director Porada asked that the WEASA organizational chart be shared with surrounding cities.

Vice Chair Burton is honored to be part of WEASA and added the City of Chino is fully committed.

Chair Leon spoke on the importance of the West End Animal Services Agency.

ADJOURNMENT:

Chair Leon adjourned the meetings of the Joint Agencies at 10:29 a.m. and announced the next regular meeting was scheduled for September 5, 2024.

Respectfully submitted,

CLAUDIA Y. ISBELL, SECRETARY

APPROVED:


PAUL S. LEON, CHAIR

West End Animal Services Agency

SECTION:

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

October 3, 2024

Prepared By: Vanny Khu, Administrative Officer
Staff Member Presenting: Jordan Villwock, Interim
Administrator
Reviewed By: Jordan Villwock, Interim Administrator
Approved By: 

Submitted To: Board

Approved:

Continued To:

Denied:

Item No: 02

REVIEW AND ADOPTION OF THE AGENCY'S FISCAL YEAR 2024-25 BUDGET

RECOMMENDATION: That the Board of Directors approve the annual budget of the West End Animal Services Agency for Fiscal Year 2024-25.

FISCAL IMPACT: The proposed start-up budget for Fiscal Year 2024-25 is \$5,212,366. This amount includes \$3,367,506 for start-up costs and \$1,844,860 for operating costs. The City of Ontario will fund approximately 65 percent of the costs of operating the West End Animal Services Agency (WEASA), with the remaining 35 percent funded by other member cities.

BACKGROUND & ANALYSIS: The Fiscal Year 2024-25 Proposed Operating Budget reflects the Agency's efforts to establish a robust foundation for WEASA. The budget reflects a commitment to providing comprehensive animal services while maintaining fiscal responsibility.

Start-Up Costs

The proposed Start-Up Costs Budget for Fiscal Year 2024-25 is \$3,367,506. Significant investments are required to ensure WEASA's operational readiness by July 1, 2025. These include securing shelter kennel equipment, purchasing and outfitting six animal control vehicles, architectural costs for the temporary facility, and office equipment and furniture purchases for 13 workstations.

Operating Budget

The Proposed Operating Budget for Fiscal Year 2024-25 is \$1,844,860 and includes a total count of 34 authorized full-time equivalent (FTE) positions. This includes an Administrative Manager, Animal Behavior/Rescue Specialist, two Animal Care Supervisors, eight Animal Care Takers, eight Animal Control Officers, an Assistant Director, a Community Programs Specialist, five Customer Care Representatives/Dispatchers, an Executive Director, four Registered Veterinary Technicians, and two Supervising Animal Control Officers.

The proposed Fiscal Year 2024-25 Budget reflects a strategic investment in both the start-up and operational phases of WEASA. The allocation of resources for start-up costs ensures that WEASA will be fully prepared for its launch, while the operating budget supports a well-rounded team dedicated to delivering high-quality animal services.



West End

Animal Services Agency

*Proposed Annual
Operating Budget*

*Fiscal Year
2024-25*



West End Animal Services Agency
FY 2024-25 Proposed Budget
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West End
Animal Services Agency

West End Animal Services Agency
FY 2024-25 Proposed Budget - Expenses

Estimated Start-Up Costs

Cost Center	Fund	Description	FY 2024-25 Proposed Budget
WEA001 West End Animal Services Administration			
8050 West End Animal Services			
		53105 - Equipment Under \$15k	\$ 860,000
		55101 - Architect & Engineer Services	300,000
		55101 - Contractual Services - Improvement Costs	1,000,000
		55101 - Other Professional Services	85,900
		60301 - Capital - Vehicles	956,606
		60501 - Capital - Office Equipment & Furniture	65,000
		60501 - Capital - Other Equipment & Miscellaneous	100,000
Total			\$ 3,367,506

Estimated Annual Operating Budget

Cost Center	Fund	Description	FY 2024-25 Proposed Budget
WEA001 West End Animal Services Administration			
8050 West End Animal Services			
		51010 - Salaries - Full Time	\$ 611,583
		51010 - Salaries - Overtime	1,000
		51020 - OHA, Boards & Commission Stipend	7,500
		51120 - Benefits	278,575
		51130 - Other Benefits	8,000
		53101 - Employee Training	10,000
		53101 - Uniforms	25,000
		53102 - Software Subscription	71,200
		53103 - Maintenance & Repairs	44,000
		53103 - Maintenance Services	15,000
		53103 - Postage Expenses	20,000
		53103 - Rental/Lease Expense	150,000
		53105 - Fuel & Oil	20,000
		53105 - Medical Supplies	100,000
		53105 - Office Supplies	20,000
		54103 - City Internet Services	16,667
		54103 - City Utilities Service	16,667
		54103 - Electric Services	16,667
		54103 - Natural Gas Services	16,667
		54103 - Sewage Treatment Services	16,667
		54103 - Telecommunication Services	22,667
		54105 - Insurance Premium (Risk)	40,000
		55101 - Legal Services	180,000
		55101 - Medical Services	2,000
		55101 - Other Professional Services	135,000
Total			\$ 1,844,860

Grand Total			\$ 5,212,366
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**West End Animal Services Agency
FY 2024-25 Proposed Budget - Member Share**

Cost Center	Fund	Description	FY 2024-25 Proposed Budget
<hr/>			
WEA001		West End Animal Services Administration	
	8050	West End Animal Services	
	45901	- WEASA - Chino Member Share	1,824,328
	45901	- WEASA - Ontario Member Share	3,388,038
<hr/>			
Grand Total			\$ 5,212,366

City of Ontario
Capital Improvement Program
Adopted Budget for Fiscal Year 2024-25

Project Title: West End Animal Shelter Agency Permanent Property Acquisition and Construction

Location: 13107 - 13131 South Campus Avenue

Description of Improvements:

Property acquisition for a future City facility of approximately 10.52 acres.

Justification or Significance of Improvement:

There is a need for a future City facility located in southwest Ontario.

Dept. Responsible: WEA001 West End Animal Services Administration

Project Manager: Jordan Villwock

Project ID: PF2503

Project Start Date: 7/1/2024

Project Status: New Project

CIP Category: Public Facilities

DIF Project No: N/A

Estimated End Date: 6/30/2033

Total Cost: \$ 42,952,500

Project Priority Within CIP Category

- Essential (Start within 1 year)
 Necessary (Start within 1 to 3 years)
 Desirable (Start within 3 to 5 years)

Is Project Funding Subject to Award by Outside Agency?

- Yes (provide details in comments)
 No

City Council Goals & Objectives:

Invest in the City's Infrastructure (Water, Streets, Sewer, Parks, Storm Drains, and Public Facilities)

Operate in a Businesslike Manner

Fiscal Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Outer Years	Total Cost
	Current	Adopted	Recommended					
Fund:	4010-Capital Projects							
Architect & Eng Svcs	-	-	2,500,000	-	-	-	-	2,500,000
Land Purchases	-	2,885,250	685,250	685,250	685,250	685,250	3,426,250	9,052,500
Construction Contracts	-	-	-	14,200,000	14,200,000	-	-	28,400,000
Other Professional Svcs	-	-	-	-	-	-	-	-
Other Misc Expenses	-	-	-	-	3,000,000	-	-	3,000,000
Total Cost	\$ -	\$ 2,885,250	\$ 3,185,250	\$ 14,885,250	\$ 17,885,250	\$ 685,250	\$ 3,426,250	\$ 42,952,500
Annual O&M								

Review and Comments:

Acquisition of 10.52 acres: Total of \$9,052,500; \$2,885,250 at close in FY 2024-25 and \$685,250 every fiscal year for 9 years.

Construction estimated to begin in FY 2026-27

Other Misc Expenses includes \$1,000,000 for Shelter Equipment and \$2,000,000 for Animal Control Equipment

City of Ontario to acquire, build, and equip permanent facility.




West End
Animal Services Agency

West End Animal Services Agency

SECTION:

October 3, 2024

ADMINISTRATIVE REPORTS/ DISCUSSION/ACTION

Prepared By: Vanny Khu, Administrative Officer
Staff Member Presenting: Jordan Villwock, Interim
Administrator
Reviewed By: Jordan Villwock, Interim Administrator
Approved By: 

Submitted To: Board
Approved:
Continued To:
Denied:
Item No: 03

A DESIGN SERVICES AGREEMENT WITH MILLER ARCHITECTURAL CORPORATION FOR THE TEMPORARY ANIMAL SHELTER

RECOMMENDATION: That the Board of Directors authorize the Interim Administrator to execute a Design Services Agreement between Miller Architectural Corporation and the West End Animal Services Agency for design and bid support services for the temporary animal shelter located at 1630 Shearwater Street, for a total amount of \$304,000 and a term from October 4, 2024, to October 4, 2027.

FISCAL IMPACT: The proposed Agreement with Miller Architectural Corporation is for \$304,000. The cost will be included in the West End Animal Services Agency Fiscal Year 2024-25 Annual Budget which will be considered at the October 2024 Regular Board of Director Meeting.

BACKGROUND & ANALYSIS: On July 16, 2024, the City of Ontario City Council voted to establish the Joint Powers Authority (JPA) partnership with the City of Chino, named the West End Animal Services Agency (WEAS). This decision came after the Inland Valley Humane Society (IVHS) canceled its contract with the City of Ontario. WEASA will be a full-service animal services agency that will provide both animal control and sheltering services to member agencies, with operations starting on July 1, 2025.

To accommodate the displaced animals from IVHS, WEASA was tasked with establishing a temporary animal shelter by June 30, 2025. Staff reviewed 20 available properties and identified 5 as potential sites for the temporary shelter. The property located at 1630 Shearwater Street, a 14,783 square feet concrete building, was deemed the most suitable location. It was also the only property that accepted the proposed use for a temporary animal shelter.

At the Special Board Meeting on August 22, 2024, the Board approved a thirty-six-month Lease Agreement with Thomas M. Hendrickson Revocable Trust to use the property as a temporary animal shelter. WEASA expects to handle approximately 4,000 annual intakes of cats and dogs, averaging about 10 per day. The shelter will accommodate about approximately 100 dogs, 50 cats, and various other small critters at any given time. Depending on the design development, the temporary shelter will feature approximately 100 temporary dog kennels, 50 temporary cat kennels, and a large cat room. The facility will also include administrative offices, veterinary technician areas, adoption rooms, and workstations for animal control officers.

In addition to approving the Lease Agreement at the Special Board Meeting, the Board approved a resolution to adopt the City of Ontario's Purchasing Policies and Procedures Manual. By adopting these policies, WEASA gains the flexibility to manage contracts in alignment with the City's established framework. This provision allows WEASA to directly engage qualified parties from an approved on-call list without going through a new traditional bids process, ensuring that projects move forward quickly and efficiently.

The City of Ontario previously solicited requests for qualifications for on-call architectural services on May 15, 2024, and the City Council awarded Design Services Agreements to seven qualified

architectural firms on July 16, 2024. Leveraging these approved agreements, WEASA contacted the firms, and two expressed interest. After conducting interviews, the following firms were considered:

Architectural Firm	Location
HMC Architects	Ontario, CA
Miller Architectural Corporation	Redlands, CA

Staff evaluated the proposals based on qualifications and the Agency's needs. After careful consideration, Miller Architectural Corporation, of Redlands, California, was selected as the best overall qualified respondent.

As WEASA prepares for its operational launch on July 1, 2025, these strategic actions are crucial for ensuring a seamless transition and maintaining high-quality care for the animals. This temporary solution will serve as a key step towards the development of a new, permanent site for WEASA in the future.



MEMBER AGENCIES ONTARIO AND CHINO

BOARD MEMBERS

PAUL S. LEON
ONTARIO
CHAIR

CURTIS BURTON
CHINO
VICE CHAIR

DEBRA PORADA
ONTARIO
DIRECTOR

OFFICERS

CLAUDIA Y. ISBELL
ONTARIO
SECRETARY

ARMEN HARKALYAN
ONTARIO
TREASURER/CONTROLLER

JORDAN VILLWOCK
ONTARIO
INTERIM ADMINISTRATOR

**WEST END ANIMAL SERVICES AGENCY
DESIGN SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into as of _____, by and between the West End Animal Services Agency, a joint powers authority organized and operating under the laws of the State of California with its principal place of business at 303 East “B” Street, Ontario, California 91764-4196, County of San Bernardino, State of California (“Agency”), and **Miller Architectural Corporation**, with its principal place of business at **1177 Idaho Street, Suite 200, Redlands, CA 92374** (hereinafter referred to as “Consultant”). Agency and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Agency. Agency is a joint powers authority organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional architectural design services required by the Agency on the terms and conditions set forth in this Agreement. Consultant warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to

Section 3.2, and not the Consultant itself, shall be fully licensed to practice as an architect in the State of California.

2.3 Project. Agency desires to engage Consultant to render such services for the **architect design services** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to Agency all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the Agency, which approval shall not be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **October 4, 2024** to **October 4, 2027**, unless earlier terminated as provided herein. The Agency shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-year terms unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Project Consultant; Key Personnel.

3.2.1 **Project Architect.** Consultant shall name a specific individual to act as Project Consultant, subject to the approval of Agency. Consultant hereby designates **Gary Miller** (License No. C14635) to act as the Project Architect for the Project. The Project Architect shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with Agency and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Architect shall be subject to the Agency's prior written approval, which approval shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event that Agency and Consultant cannot agree as to the substitution of a new Project Architect, Agency shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Architect, Consultant has represented to the Agency that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of at least equal competence upon written approval of the Agency. In the event that Agency and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, Agency shall be entitled

to terminate this Agreement for cause. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **Gary Miller (License No. #C14635)**.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless Agency objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by Agency in its sole and reasonable discretion. Consultant shall notify Agency of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow Agency to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the Agency in writing. Unless changes are approved in writing by the Agency, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written Agency approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by Agency.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to Agency for damages sustained by the Agency and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the Agency for any increased costs incurred by the Agency as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects,

engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Agency, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the Agency to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the Agency, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. Consultant shall defend, indemnify and hold Agency, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and Agency.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform Agency of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the Agency with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the Agency and requests Agency's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at

no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's Agency's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the Agency only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide Agency with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the Agency in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the Agency.

3.5.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the Agency's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the Agency, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. Agency retains Consultant on an independent contractor basis and Consultant is not an employee of Agency. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to Agency's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Agency, and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the Agency and within any completion schedules adopted for the Project. Consultant agrees to coordinate with Agency's staff,

contractors and consultants in the performance of the Services, and shall be available to Agency's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the Agency's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for Agency's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If Agency and Consultant cannot mutually agree on a performance schedule, Agency shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of Agency. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the Agency will suffer damage for which the Consultant will be responsible.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following may be added to the time for completion of any obligations of Consultant: (1) the actions of Agency or its employees; (2) the actions of those in direct contractual relationship with Agency; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any Force Majeure Event (as defined herein) or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the Agency nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Force Majeure Events. Neither Agency nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within fifteen (15) calendar days of the beginning of an Force Majeure Event, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the Agency may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.7.6 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the Agency in writing of the causes of delay (unless Agency grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). Agency will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole

judgment, the findings of fact justify such an extension. The Agency's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the Agency. If Additional Services are required as a result of an excusable delay, the Parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Services.

3.8.1 Request for Services. At Agency's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by Agency to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from Agency and without an agreement between the Agency and Consultant as to the compensation to be paid for such services. Agency shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to Agency, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

(e) Legal Proceedings. Serving as an expert witness on Agency's behalf or attending legal proceedings to which the Consultant is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 Agency Responsibilities. Agency's responsibilities shall include the following:

3.9.1 Data and Information. Agency shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the Agency shall provide the Consultant with a preliminary construction budget ("Agency's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, Agency shall furnish Consultant with, or direct Consultant to procure at Agency's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 Agency's Representative. The Agency hereby designates the Agency Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Agency's Representative"). Agency's Representative shall have the power to act on behalf of the Agency for all purposes under this Contract. The Agency Manager hereby designates **Tito Haes, Executive Director Public Works**, or his or her designee, as the Agency's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the Agency's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the Agency Board

or other officials. Agency shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. Agency shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Three Hundred and Four Thousand Dollars (\$304,000)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, Agency may request that Consultant perform Additional Services. As used herein, Additional Services means any work which is determined by Agency to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the Agency. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. If Agency requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. Agency shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by Agency, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$1,000; and (5) other costs, fees and expenses in excess of \$1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by Agency to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to Agency an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for

that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. Agency shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Consultant shall present to Agency an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Agency shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Consultant. The Agency may withhold payment, in whole or in part, to the extent reasonably necessary to protect the Agency from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by Agency to deduct any sums from a progress payment shall not constitute a waiver of the Agency's right to such sums. The Agency may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the Agency, incurred by the Agency for which Consultant is liable under the Agreement or state law. Payments to the Consultant for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Consultant shall not be withheld, postponed, or made contingent upon receipt by the Agency of offsetting reimbursement or credit from Parties not within the Consultant's reasonable control.

3.10.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. Agency shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records

(Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. Consultant shall defend, indemnify and hold the Agency, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

(a) Registration/DIR Compliance. If the Services are being performed as part of an applicable “public works project” of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Agency. Consultant shall defend, indemnify and hold the Agency, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

3.11 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the Agency provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Consultant’s Termination for Cause. Agency hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by Agency as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the Agency such as failure to make payment to Consultant as provided in this Agreement.

3.12.2 Agency’s Suspension of Work. If Consultant’s Services are suspended by Agency, Agency may require Consultant to resume such Services within ninety (90) days after

written notice from Agency. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the Agency and Consultant.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to Agency all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which Agency would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, Agency shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to Agency upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Consultants. In the event this Agreement is terminated in whole or in part as provided herein, Agency may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of Agency. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of Agency whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to Agency copies of all Project Documents required by Agency. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Agency upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify Agency and provide Agency with the opportunity to obtain the documents.

3.13.2 Right to Use. Consultant grants to Agency the right to use and reuse all or part of the Project Documents, at Agency's sole discretion and with no additional compensation to Consultant, for the following purposes:

- (a) The construction of all or part of this Project.
- (b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;
- (c) The construction of another project by or on behalf of the Agency for its ownership and use;

Agency is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. Agency shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties

with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit Agency's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by Agency of the Project Documents on any project other than this Project without employing the services of Consultant shall be at Agency's own risk with respect to third parties. If Agency uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for Agency to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that Agency is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold Agency harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by Agency.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of Agency, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Agency's name or insignia, photographs of the Project, or any publiAgency pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of Agency.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of Agency's choosing), indemnify and hold the Agency, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the Agency. Consultant's

obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the Agency, its officials, officers, employees, agents, or volunteers.

3.14.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.15 Insurance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Agency that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Agency that the subconsultant has secured all insurance required under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant shall, at its expense, procure and maintain in full force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The Agency of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

(a) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Agency.

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

- (i) Bodily Injury and Property Damage
- (ii) Personal Injury/Advertising Injury
- (iii) Premises/Operations Liability
- (iv) Products/Completed Operations Liability
- (v) Aggregate Limits that Apply per Project

- (vi) Explosion, Collapse and Underground (UCX) exclusion deleted
- (vii) Contractual Liability with respect to this Contract
- (viii) Broad Form Property Damage
- (ix) Independent Consultants Coverage

(c) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(d) The policy shall give Agency, the Agency Board and each member of the Agency Board, its officers, employees, agents and Agency designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(e) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Agency, and provided that such deductibles shall not apply to the Agency as an additional insured.

3.15.4 Automobile Liability

(a) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Agency.

(b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(c) The policy shall give Agency, the Agency Board and each member of the Agency Board, its officers, employees, agents and Agency designated volunteers additional insured status.

(d) Subject to written approval by the Agency, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Agency as an additional insured, but not a self-insured retention.

3.15.5 Workers' Compensation/Employer's Liability

(a) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(b) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Agency and in an amount indicated herein. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

(a) The following insurance limits are required for the Agreement:

Coverage	Combined Single Limit
Commercial General Liability	\$2,000,000 per occurrence/ \$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)

(b) Defense costs shall be payable in addition to the limits.

(c) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

3.15.8 Evidence Required

(a) Prior to execution of the Agreement, the Consultant shall file with the Agency evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord

Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3.15.9 Policy Provisions Required

(a) Consultant shall provide the Agency at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Agency at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the Agency, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(c) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(d) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Agency, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(e) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Agency and shall not preclude the Agency from taking such other actions available to the Agency under other provisions of the Agreement or law.

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the Agency, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or

otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

(a) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Agency, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

(c) The Agency may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(d) Neither the Agency nor the Agency Board, nor any member of the Agency Board, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.15.12 Subconsultant Insurance Requirements

(a) Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Agency that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Agency as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Agency may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.16 Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Agency 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 allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Consultant shall cooperate and consult with Agency in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such

manufactured items shall be standardized to Agency's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other Agency site, will be covered by, and be the subject of, a separate Agreement for architectural services between Agency and the Consultant chosen therefor by Agency.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Agency. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Consultant shall certify to Agency, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the Agency in ensuring that contractors provide Agency with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

3.27 Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Consultant shall provide a copy of the Agency's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the Agency's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of Agency's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the Agency that any of Consultant's employees has harassed a Agency employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at Agency's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

AGENCY:

West End Animal Services Agency

303 East "B" Street

Ontario, CA 91764

Attn: Adrian Escamilla, City of Ontario

CONSULTANT:

Miller Architectural Corporation

1177 Idaho Street, Suite 200

Redlands, CA 92374

Attn: Gary Miller, Principal

Such notice 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. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 Agency's Right to Employ Other Consultants.

Agency reserves right to employ other consultants, including designers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Consultant warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Agency shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of Agency, during the term of his or her service with Agency, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Agency's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written

approval of Agency. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGE

**SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT
BETWEEN THE WEST END AGENCY SERVICES AGENCY
AND MILLER ARCHITECTURAL CORPORATION**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

WEST END ANIMAL SERVICES AGENCY

MILLER ARCHITECTURAL CORPORATION

Approved By:

Jordan Villwock
Interim Administrator

By: _____

Its: _____

Approved as to Form:

Printed Name: _____

Best Best & Krieger LLP
Agency Attorney

By: _____

Its: _____

Printed Name: _____

Attested By:

Secretary

[If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED]

EXHIBIT "A" SCOPE OF SERVICES



September 10, 2024

City of Ontario
Public Works Department
1333 S. Bon View Avenue
Ontario, CA 91761
Attn: Adrian Escamilla

Re: City of Ontario Animal Shelter
1630 Shearwater Street, Ontario

Dear Mr. Escamilla:

We are pleased to submit a proposal to provide architectural and engineering services for the Ontario Animal Shelter TI to be designed at the existing 15,000 SF building located at 1630 Shearwater Street, Ontario CA. We understand the scope of work for this project to entail the following services:

- Design services for renovations for approximately 15,000 SF to redesign space in the existing concrete tilt-up warehouse to accommodate the temporary animal shelter and administrative office functions. Building use will be approximately 4,000 SF office space and 11,000 SF warehouse to be utilized for animal kennels and support services associated with animal care. The scope of services includes facility assessment, creation of as-built plans, programming and design services in conformance code requirements, life safety and all relevant health and safety codes including required ADA improvements for the building.

We intend to provide the following services:

- Task 1 - Project Initiation Fee – The amount of money necessary to start the project
- Task 2 - Project Information and Management
 1. Coordinate with Utilities, Government, and consultant team.
 2. Research requirements of local regulatory agencies.
 3. Three, two-hour maximum programming meeting with the Client.
 4. Refine the program prepared by the Owner.
- Task 3 - Schematic Design
 1. Prepare conceptual floor plan.
- Task 4 - Government Processing Planning Phase – N/A
- Task 5 - Design Development
 1. Based on the Client's approved schematic design, prepare site plan, demo floor and reflected ceiling plans, dimensioned floor plan, noted floor plan, reflected ceiling plan, preliminary interior cabinet elevations, and ADA path of travel.
 2. Prepare information and drawing packages to enable consultants to start.
- Task 6 - Construction Documents
 1. Based on the approved design development documents, prepare construction documents to include the following:
 - a. Architectural documents to include minor site improvements to address ADA parking and accessibility to entrance and exterior fenced areas for exercise / meet and greet areas.
 - b. HVAC and plumbing documents
 - c. Electrical engineering documents (electrical plans will include location only with conduit stub into accessible ceiling space for telephone, computer/data system and security cameras)
 - d. Commissioning plan and specifications for mechanical, plumbing, and electrical systems for contractor provided services. All commissioning related activities are to be provided by the general contractor.
 - e. Interior Design, animal equipment, finishes and specifications.
 - f. Fire Sprinkler / Fire Alarm Coordination and performance specifications.

Arizona
Utah
Nevada
Idaho
California

1177 Idaho Street
Suite 200
Redlands, CA 92374
P 909.335.7400
F 909.335.7299

- 2. Coordinate with Client's consultants and design build contractors for:
 - a. Information Technology: Phones, Internet
 - b. Alarms/Security: Fire, Intrusion, Security Cameras
 - c. Door Hardware Systems
- Task 7 - Government Processing Building Phase
 - 1. Submit documents to government agencies.
 - 2. Make required plan check revisions. It is expected that plan check comments will be a reasonable interpretation of the code.
- Task 8 - Bidding Assistance – limited to one bid process of no more than 4 weeks
 - 1. Issue bid documents to enable prices to be prepared by qualified contractors.
 - 2. Respond to contractor questions.
 - 3. Assist the Client in reviewing the bids.
- Task 9 - Construction Administration
 - 1. Respond to Contractor or inspector questions.
 - 2. Maximum of two shop drawing reviews per submittal.
 - 3. Site visit meetings to be provided bi-weekly during construction.
- Task 10 - Close Out
 - 1. Develop a punch list of outstanding items to be corrected by the Contractor.
 - 2. Assist the Client in establishing substantial completion.

We will provide the above services for the following not to exceed fee unless authorized and approved in writing:

Task 1 Project Initiation	\$0.00
Task 2 Project Information / Management	\$9,000.00
Task 3 Programming / Schematic Design	\$42,000.00
Task 4 Government Processing Planning Phase	\$0.00
Task 5 Design Development	\$42,000.00
Task 6 Construction Documents (Individual cost breakdown itemized below)	
a. Architectural	\$60,000.00
b. Structural	\$30,000.00
c. Plumbing / HVAC	\$50,000.00
d. Electrical	\$22,000.00
e. Interior Design & Animal Equipment <u>Equipment</u> Specifications	\$5,000.00
f. Minor Site Improvements	\$7,000.00
Task 6 Subtotal	\$174,000.00
Task 7 Government Processing Building Phase	\$14,000.00
Task 8 Bidding Assistance	\$3,000.00
Task 9 Construction Administration	\$12,000.00
Task 10 Close Out	\$1,000.00
Reimbursables	\$7,000.00
Total	\$304,000.00

Reimbursable expenses shall be billed in accordance with the attached fee schedule. Payments on account of services rendered, and for reimbursable expenses incurred, shall be made monthly upon presentation of Architect's statement of services. Collection efforts including liens will be pursued for invoices more than 90 days past due. The Client agrees that the Architect has a lien on any money or property recovered in satisfaction or partial satisfaction of your claim in any matter in which you have retained the Architect. This lien is not limited to fees and costs incurred in the specific matter from which a settlement or judgment arose, but applies to all fees and costs the Client owes the Architect for any legal services provided.

Client grants permission to Miller Architectural Corporation (MAC) to use project information and photos for future marketing purposes. Client agrees that MAC is authorized to re-print or post on social media and company web site any project photos and description in either print or digital format. MAC will not disclose client or company name without prior client approval.

This agreement may, without cause, be terminated by either party upon not less than seven days' written notice. In the event of termination, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses. Architect reserves the right to make the final selection of consultants. The Client permits the Architect to take photographs of the property during construction and upon completion of the work. This Agreement constitutes the full understanding of the terms of the agreement, superseding any prior oral or written understanding, and may not be amended or modified except by a writing signed by both the Architect and Client.

Client responsibilities:

- Provide Building As-Builts
- Access to the facility
- Agency Fees

The following items are excluded from this proposal:

- Reproduction Costs (except for costs for Architect's in-house use)
- Hazardous Material Testing & Abatement
- Cost Estimates
- Agency Fees
- Construction Related Testing/Reports by owner On-call.
- Project Scheduling
- Civil Topo, On-Site or Off-Site /Improvement
- Landscape Architecture
- Geotechnical testing or reports

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

1. FEE SCHEDULE.

Consultant will invoice Agency on a monthly cycle based on the following fee schedule. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Consultant will inform Agency regarding any out-of-scope work being performed by Consultant for which Consultant intends to seek compensation from Agency.

2. PHASING/FUNDING SCHEDULE.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

Task 1 Project Initiation	\$0.00
Task 2 Project Information / Management	\$9,000.00
Task 3 Programming / Schematic Design	\$42,000.00
Task 4 Government Processing Planning Phase	\$0.00
Task 5 Design Development	\$42,000.00
Task 6 Construction Documents (Individual cost breakdown itemized below)	
a. Architectural	\$60,000.00
b. Structural	\$30,000.00
c. Plumbing / HVAC	\$50,000.00
d. Electrical	\$22,000.00
e. Interior Design & Animal Equipment Equipment Specifications	\$5,000.00
f. Minor Site Improvements	\$7,000.00
Task 6 Subtotal	\$174,000.00
Task 7 Government Processing Building Phase	\$14,000.00
Task 8 Bidding Assistance	\$3,000.00
Task 9 Construction Administration	\$12,000.00
Task 10 Close Out	\$1,000.00
Reimbursables	\$7,000.00
Total	\$304,000.00

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

2024 FEE SCHEDULE

MILLER ARCHITECTURAL CORPORATION
 1177 IDAHO STREET, SUITE 200
 REDLANDS, CA 92374
 P 909.335.7400 F 909.335.7299

PROFESSIONAL AND TECHNICAL STAFF:

Senior Principal	\$277.20/hour
Court/Arbitration Appearance	\$330.75/hour
Deposition	\$360.15 - First Hour \$324.45 - Each Additional Hour
Principal (Architecture Division)	\$213.15/hour
Associate (Architecture Division)	\$186.90/hour
Principal (Interiors Division)	\$180.60/hour
Senior Project Manager	\$165.90/hour
Project Manager	\$154.35/hour
Senior Technician	\$143.85/hour
Intermediate Technician	\$100.80/hour
Senior Clerk/Executive Assistant/Office Mgr.	\$99.75/hour
Junior Technician	\$90.30/hour
Administrative Assistant/Marketing Assistant	\$96.60/hour
Secretarial/Clerical/Intern	\$74.55/hour
Archive Retrieval Fee	\$240.45/Flat Fee
Drone Photography/Remote Aerial Survey	\$301.35/hour

Overtime for hourly personnel will be charged at the base rate of 1.5 per hour for time in excess of 8 hours per weekday or for work on Saturdays, Sundays, and holidays.

EXPENSES:

1. Out of pocket expenses, (i.e., photocopies, film development, shipping, blueprints): cost plus 15%.
2. In-house Services:

Large Format	\$2.87 per 24" x 36" sheet
Black & White:	\$3.70 per 30" x 42" sheet
Large Format	\$8.59 per 24" x 36" sheet
Color:	\$11.13 per 30" x 42" sheet
Photo Copies:	Black & White: \$0.40 per 8-1/2" x 11" <u>page</u>
	Black & White: \$0.68 per 11" x 17" <u>page</u>
	Color: \$2.20 per 8-1/2" x 11" <u>page</u>
	Color: \$3.75 per 11" x 17" <u>page</u>
	Black & White \$1.00 per 12" x 18" <u>page</u>
	Color \$4.42 per 12" x 18" <u>page</u>
Presentation Materials:	\$25.41 per 30 x 40 Foam Board
CD with Files:	\$62.92
Upload Data:	\$62.92
3. Mileage: Current IRS Mileage Rate
4. For work which requires overnight lodging, a per diem charge will be made appropriate to the area, based on actual costs.
5. Outside consultants not included in the base fee and plan check fees shall be billed at direct cost plus 15%.

INVOICING


Invoices will be issued either monthly or bi-weekly and are due and payable upon receipt of the invoice, unless otherwise agreed. Interest of 1% per month, but not exceeding the maximum rate allowed by law, will be payable on any amounts not paid within 30 days. Payment thereafter is to be applied first to accrued interest and then to the principal unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

West End Animal Services Agency

October 3, 2024

SECTION:

**ADMINISTRATIVE
REPORTS/DISCUSSION/ACTION**

Prepared By: Vanny Khu, Administrative Officer
Staff Member Presenting: Jordan Villwock, Interim
Administrator
Reviewed By: Jordan Villwock, Interim Administrator
Approved By: 

Submitted To: Board
Approved:
Continued To:
Denied:
Item No: 04

ADOPT A RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

RECOMMENDATION: That the Board of Directors adopt a Resolution adopting the Conflict of Interest Code of the West End Animal Services Agency and directing that such Code be submitted to the San Bernardino County Board of Supervisors as the Agency's code-reviewing body (Gov. Code § 82011) requesting approval of the adopted Code as required under Government Code section § 87303.

FISCAL IMPACT: There is not fiscal impact with this action.

BACKGROUND & ANALYSIS: The Political Reform Act (the "Act") requires all public agencies to adopt and maintain a Conflict of Interest Code containing the rules for disclosure of personal assets and the prohibition from making or participating in making governmental decisions that may affect any personal assets. A conflict of interest code must specifically designate all agency positions, except for those listed in Gov. Code § 87200, that make or participate in the making of agency decisions which may foreseeably have an effect on any financial interest of that person, and assign specific types of personal assets to be disclosed that may be affected by the exercise of powers and duties of that position. (Gov. Code §§ 87300, 87302.)

This Code incorporates Regulation 18730 as the provisions with an Appendix attached declaring officials who manage the investment of public funds, designating all positions that make or participate in making governmental decisions of the Agency or any department, unit or division of the Agency, and establishes disclosure categories to be assigned to each designated position, as required. This is commonly referred to as the FPPC Standard Code.

[Home Table of Contents](#)**§ 18730. Provisions of Conflict of Interest Codes.**

2 CA ADC § 18730

Barclays Official California Code of Regulations

Effective: January 19, 2023

Barclays California Code of Regulations
 Title 2. Administration
 Division 6. Fair Political Practices Commission (Refs & Annos)
 Chapter 7. Conflicts of Interest
 Article 2. Disclosure

Effective: January 19, 2023

2 CCR § 18730

§ 18730. Provisions of Conflict of Interest Codes.[Currentness](#)

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies. [FN1]

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that

the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code. [FN2]

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

- (1) File a written resignation with the appointing power; and
- (2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property [FN3] is required to be reported, [FN4] the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported, [FN5] the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, [FN6] the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$590.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$590 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made.

- b. The date the last payment of \$100 or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

- (A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;
- (B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;
- (C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;
- (D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
- (E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$590 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

- (A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or
- (B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency,

provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

[FN1]

Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[FN2]

See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

[FN3]

For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[FN4]

Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[FN5]

A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[FN6]

Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Credits

NOTE: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).
9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of NOTE filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.

12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding HISTORY 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and NOTE filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).
18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of NOTE filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).
19. Editorial correction of subsection (a) (Register 98, No. 47).
20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).
21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).
22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).
23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).
24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).
25. Editorial correction of HISTORY 24 (Register 2003, No. 12).
26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).
27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).
28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).
29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).
30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).
31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).
32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

36. Amendment of subsections (b)(8.1)-(8.1)(A) filed 12-23-2020; operative 1-1-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2020, No. 52).

37. Amendment of subsections (b)(3)(C), (b)(5)(C), (b)(5.5), (b)(5.5)(A)(2), (b)(7)(D), (b)(8)(A), (b)(8.1)(A), (b)(8.2)(A), (b)(8.2)(C)-(D), (b)(8.3)(A), (b)(9), (b)(9.3), (b)(9.5), (b)(10) and (b)(11) and footnote 5 filed 5-12-2021; operative 6-11-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2021, No. 20).

38. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-20-2022; operative 1-19-2023 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2022, No. 51).

This database is current through 8/30/24 Register 2024, No. 35.

Cal. Admin. Code tit. 2, § 18730, 2 CA ADC § 18730

END OF DOCUMENT

RESOLUTION NO. WEASA-004

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST END ANIMAL SERVICES AGENCY TO ADOPT A CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974.

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the West End Animal Services Agency (the "Agency") and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the Agency being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Board of Directors of, the proposed Conflict of Interest Code was provided each designated position and publicly posted for review at the offices of the Agency; and

WHEREAS, a public meeting was held upon the proposed Conflict of Interest Code at a regular meeting of the Board of Directors on October 3, 2024, at which all present were given an opportunity to be heard on the proposed Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the West End Animal Services Agency that the Board of Directors does hereby adopt the proposed Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Secretary and available to the public for inspection and copying during regular business hours;

BE IT FURTHER RESOLVED that the said Conflict of Interest Code shall be submitted to the Board of Supervisors of the County of San Bernardino for approval and said Code shall become effective 30 days after the Board of Supervisors approves the proposed Conflict of Interest Code as submitted.

APPROVED AND ADOPTED this 3rd day of October, 2024.

PAUL S. LEON, CHAIR

ATTEST:

CLAUDIA Y. ISBELL SECRETARY

APPROVED AS TO FORM:

NICHOLAUS NORVELL
GENERAL COUNSEL

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, Claudia Y. Isbell, Secretary of the West End Animal Services Agency, DO HEREBY CERTIFY that foregoing Resolution No. WEASA-004 was duly passed and adopted by the Board of Directors of the West End Animal Services Agency at its regular meeting held October 3, 2024 by the following roll call vote, to wit:

AYES: CHAIR/DIRECTORS: LEON, PORADA AND BURTON

NOES: DIRECTORS: NONE

ABSENT: DIRECTORS: NONE

CLAUDIA Y. ISBELL, SECRETARY

(SEAL)

The foregoing is the original of Resolution No. WEASA-004 duly passed and adopted by the Board of Directors of the West End Animal Services Agency at its regular meeting held October 3, 2024.

CLAUDIA Y. ISBELL, SECRETARY

(SEAL)

CONFLICT OF INTEREST CODE

OF THE

**WEST END ANIMAL
SERVICES AGENCY**

CONFLICT OF INTEREST CODE OF THE WEST END ANIMAL SERVICES AGENCY

(Adopted October 3, 2024)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the **WEST END ANIMAL SERVICES AGENCY (the "Agency")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Secretary** as the Agency's Filing Officer. The **Agency** shall make and retain a copy of all statements filed by the Board of Directors and the Executive Director of Animal Services and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of San Bernardino. The **Administrator** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
WEST END ANIMAL SERVICES AGENCY

(Adopted October 3, 2024)

PART “A”

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Agency officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3(b), are NOT subject to the Agency’s code, but must file disclosure statements under Government Code §87200, et seq. [Regs. §18730(b)(3)]. These positions are listed here for informational purposes only.

It has been determined that the positions listed below are Officials who manage public investments¹.

Board of Directors and Alternates
Executive Director of Animal Services
Treasurer
Auditor/Controller
Financial Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' **TITLE OR FUNCTION**

DISCLOSURE CATEGORIES **ASSIGNED**

Assistant Director of Animal Services

1, 2

General Counsel

1, 2

Consultants and New Positions²

² Individuals serving as a consultant as defined in FPPC Reg. 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The Executive Director of Animal Services may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Executive Director of Animal Services' determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the Designated is assigned.³ "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of the Agency.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, that do business in or own real property within the jurisdiction of the Agency.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the Agency, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loan and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the Agency.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Agency.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)