

**CITY OF CHULA VISTA
COOPERATIVE PURCHASING AGREEMENT
WITH MANSFIELD OIL COMPANY OF GAINESVILLE, INC.
TO SUPPLY AND DELIVER MOTOR VEHICLE FUEL**

This Cooperative Purchasing Agreement (“Agreement”) is made and entered into between the City of Chula Vista, a California chartered municipal corporation (“City”) and Mansfield Oil Company of Gainesville, Inc (“Contractor”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, the Contractor was selected by Sourcewell, pursuant to its Contract for fuel delivery pursuant to a contract entitled 121522-MNF, which is attached hereto as Exhibit A and incorporated herein by this reference (“Original Contract”);

WHEREAS, section 2.56.140 of the Chula Vista Municipal Code authorizes the City to contract for goods or services through a cooperative purchasing arrangement provided the goods or services were purchased through a competitive process that the Purchasing Agent determines to be consistent with good purchasing practices;

WHEREAS, the City has a need for gasoline, renewable diesel, and diesel exhaust fluid for use in City vehicles and equipment on an as-needed basis.

WHEREAS, the City desires to enter into an agreement with the Contractor through a cooperative purchasing arrangement based on the terms and conditions set forth in the Original Contract and this Agreement;

WHEREAS, the Contractor warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of the Contractor to the City in accordance with the time frames and the terms and conditions of this Agreement.

OBLIGATORY PROVISIONS

NOW, THEREFORE, for and in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor hereby agree as follows:

1. Required Services

Contractor agrees to perform all services, and deliver to City all deliverables (if any), as described in Exhibit A (Original Contract) and further described below:

SCOPE OF WORK

This agreement is for the purchase and delivery of :

- Petroleum products to include: E10 Gasoline and R99 Diesel
- Diesel Exhaust Fluid (DEF)
- Fleet Cards

The services and/or deliverables described in the Original Contract and above shall be referred to herein as the “Required Services.” Contractor agrees to perform the Required Services in strict accordance with Exhibit A (Original Contract), Exhibit B (Pricing), and Exhibit C (Required Services General Provisions) which are attached hereto and incorporated herein by reference.

2. Term of the Agreement

The effective date of this Agreement is April 24, 2024 (“Effective Date”) and it expires June 30, 2025, unless terminated as provided herein. The parties have the option to extend the terms of this agreement as follows:

- July 1, 2025 to June 30, 2026 (one-year term)
- July 1, 2026 to February 10, 2027 (approximately 8.5 month term)
- February 11, 2027 to February 10, 2028 (one-year term)

The Original Contract between Sourcewell and Mansfield Oil Company of Gainesville is scheduled to expire on February 10, 2027 with a one-year option to extend. If the extension is executed, the City and Mansfield will have the option to extend to February 10, 2028.

3. Payment Terms

For performance of the Required Services by Contractor, City shall pay Contractor as provided in Exhibit D, which is attached hereto and incorporated herein by reference. The reimbursement for productive hours spent or expenses incurred in the performance of this Agreement shall be made only upon acceptance by City of Contractor’s invoice and supporting documentation.

4. Insurance

Contractor must procure and maintain insurance in strict accordance with the Insurance Requirements identified in Exhibit E, which is attached hereto and incorporated herein by reference.

5. Indemnity

Contractor must indemnify, defend, and hold harmless the Indemnified Parties (as defined in Exhibit F) as provided in Exhibit F, which is attached hereto and incorporated herein by reference.

6. Authorized Representatives and Notices

The City hereby designates as its Authorized Representative:

Rudy Cancio, Fleet Manager
Public Works Operations Department
1800 Maxwell Road, Chula Vista, CA 91911
(619) 397-6079

Alicia Granados, Senior Management Analyst
Public Works Operations Department
1800 Maxwell Road, Chula Vista, CA 91911
(619) 397-6145

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or serviced if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, register or certified, with return receipt requested, at the address[es] identified in this Agreement.

Notices, demands, or requests sent to City shall be submitted to:

Rudy Cancio, Fleet Manager
Public Works Operations Department
1800 Maxwell Road, Chula Vista, CA 91911
rcancio@chulavistaca.gov

Alicia Granados, Senior Management Analyst
Public Works Operations Department
1800 Maxwell Road, Chula Vista, CA 91911
agranados@chulavistaca.gov

For Legal Notice Copy to:
City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
cityattorney@chulavistaca.gov

Notices, demands, or requests sent to Contractor shall be submitted to:

Matt Peck, Business Development Manager II
Mansfield Energy
1025 Airport Parkway SW, Gainesville, GA 30501
mpeck@mansfieldoil.com

Dan Luther, VP Govt Sales
Mansfield Oil Company of Gainesville, Inc.

1025 Airport Parkway SW, Gainesville, GA 30501
dluther@mansfieldoil.com

For Legal Notice, Copy to:
Mansfield Oil Company of Gainesville, Inc.
Attn: Legal Dept.
1025 Airport Parkway SW, Gainesville, GA 30501
legalteam@mansfieldoil.com

7. Remedies.

7.1 *Termination for Cause.* If for any reason whatsoever Contractor shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor shall violate any of the other covenants, agreements or conditions of this Agreement (each a “Default”), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor. Such notice shall identify the Default and the Agreement termination date. If Contractor notifies City of its intent to cure such Default prior to City’s specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 7.1, Contractor shall immediately provide City any and all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement (“Work Product”) in connection with the performance of the Required Services work product prepared by Contractor as part of the Required Services. Such Work Product shall be City's sole and exclusive property. Contractor may be entitled to compensation for work satisfactorily performed prior to Contractor’s receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

7.2 *Termination or Suspension for Convenience of City.* City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor shall immediately cease all work under the Agreement and promptly deliver all Work Product to City. Such Work Product shall be City's sole and exclusive property. Contractor shall be entitled to receive just and equitable compensation for Work Product and Required Services in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City’s value under the Agreement.

7.3 *Waiver of Claims.* In the event City terminates the Agreement in accordance with the terms of this section, Contractor hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 7.

7.4 *Administrative Claims Requirements and Procedures.* No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

8. Conflicts or Discrepancies

In the event of any inconsistencies, conflicts, or discrepancies between any of the provisions and/or attachments of the Original Contract and this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) This Agreement
- 2) Original Contract

9. General Provisions

9.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

9.2 Assignment. City would not have entered into this Agreement but for Contractor's unique qualifications and traits. Contractor shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior, written consent, which City may grant, condition, or deny in its sole discretion.

9.3 Authority. The person(s) executing this Agreement for Contractor warrants and represents that they have the authority to execute same on behalf of Contractor and to bind Contractor to its obligations hereunder without any further action or direction from Contractor or any board, principle, or officer thereof.

9.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

9.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, are suspended.

9.6 Record Retention. During the course of this Agreement and for three (3) years following completion of the Services, Contractor agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of this Agreement, including accounting for costs and expenses charged to City, including such records in possession of sub-contractors.

9.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

9.8 Independent Contractor. Contractor is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents ("Contractor Related Individuals"), except as set forth in this Agreement. No Contractor Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor Related Individuals; instead, Contractor shall be solely responsible for the payment of same and shall hold City harmless with respect to same. Contractor shall not at any time or in any manner represent that it or any of its Contractor Related Individuals are employees or agents of City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

9.9 Compliance with Laws. For any and all actions or omissions related to or in furtherance of this Agreement, Vendor shall comply with any and all applicable federal, state, and local laws, including the Chula Vista Municipal Code.

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor agree that they have read and understood all terms and conditions of this Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

For: CITY OF CHULA VISTA

Date: _____

By: _____

John McCann
Mayor

ATTEST

By: _____

Kerry K. Bigelow, MMC
City Clerk

APPROVED AS TO FORM

Jill D.S. Maland
Lounsbury Ferguson Altona & Peak
Acting City Attorney

For: Mansfield Oil Company of Gainesville, Inc.

Date: _____

By: _____

Dan Luther
VP, Government Sales

EXHIBITS

- A – Original Contract, Contract No. 121522-MNF
- B – Mansfield Oil Company Customer Pricing
- C – Required Services General Provisions
- D – Payment Terms
- E – Insurance Requirements
- F – Indemnity Requirements
- G – Contractor Conflict of Interest Designation

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EXHIBIT A
ORIGINAL CONTRACT No. 121522-MNF
(See Attached)

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EXHIBIT B
ADDITIONAL DESCRIPTION OF SERVICES
MANSFIELD OIL COMPANY CUSTOMER PRICING

Bulk Fuel Deliveries:

- **Product (exclusive of any applicable taxes):**
 - Transport E10 Gasoline:
 - OPIS San Diego, CA Gross Contract Average w/CAR MINUS \$.1924 per gallon
 - Transport R99 Diesel:
 - OPIS San Diego, CA Gross Contract Average w/CAR MINUS \$.0289 per gallon
 - Tank Wagon E10 Gasoline:
 - OPIS San Diego, CA Gross Contract Average w/CAR MINUS \$.1585 per gallon
 - Tank Wagon R99 Diesel:
 - OPIS San Diego, CA Gross Contract Average w/CAR MINUS \$.0062 per gallon
- **Freight Charges (exclusive of any applicable taxes):**
 - All Freight Charges are pass-throughs under the Sourcwell agreement.
 - Estimated Weighted Average Freight
 - Transport E10 Gasoline: +\$.0499 per gallon
 - Transport R99 Diesel: +\$.0499 per gallon
 - Tank Wagon E10 Gasoline: +\$.2789 per gallon
 - Tank Wagon R99 Diesel: +\$.2438 per gallon
 - Pump Fees, Split Fees, Minimum Freight, and Demurrage at Customer Sites will also be pass-throughs to the Customer.

Diesel Exhaust Fluid:

- **Product & Freight Charges (exclusive of applicable taxes) for bulk deliveries to tanks:**
 - \$1.9700 per gallon
- **Products & Freight Charges (exclusive of applicable taxes) for 1 Pallet of 55 Gallon DEF Drums:**
 - \$640.20 per pallet (\$160.05 per drum)
 - Pallet Quantity: 4 x 55-gallon drums

Fleet Cards:

- Mansfield Issued Wex Cards:
 - Pricing: Posted retail/pump price minus .85%.

EXHIBIT C
REQUIRED GENERAL SERVICES

C.1 Required Services. Contractor agrees to perform the services as stated in the Original Contract and this Agreement, within the time frames set forth herein.

C.2 Reductions in Scope of Work. City may independently, or upon request from Contractor, reduce the Required Services to be performed by Contractor under this Agreement. Upon doing so, City and Contractor agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

C.3 Additional Services. Subject to compliance with the City's Charter, codes, policies, procedures, and ordinances governing procurement and purchasing authority, City may request Contractor provide additional services related to the Required Services ("Additional Services"). If so, City and Contractor agree to meet and confer in good faith for the purpose of negotiating an amendment to the Agreement to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to the Agreement, "Additional Services" shall also become "Required Services" for the purposes of this Agreement. Should the Contractor perform any work that deviates from the scope of work as provided by this agreement without first obtaining written direction from the Project Manager, including but not limited to written responses to Requests for Information (RFIs) and/or Project Manager-issued Contract Change Orders (CCOs), such work shall be considered to have been performed at the Contractor's sole risk and responsibility. Further, such Work shall be subject to rejection and removal at the Contractor's sole expense and the City shall not be responsible for any compensation whatsoever, including but not limited to monetary compensation or contract time adjustment.

C.4 Standard of Care. Contractor expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

C.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve Contractor of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors.

C.6 Security of Performance. In the event that the Payment Terms indicate the need for Contractor to provide additional security for performance of its duties under this Agreement, Contractor shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed in this Agreement, or as otherwise prescribed by the City Attorney.

C.7 Compliance with Laws. In its performance of the Required Services, Contractor shall comply with any and all applicable federal, state, and local laws, including the Chula Vista Municipal Code.

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EXHIBIT D PAYMENT TERMS

There are no reimbursable costs under this Agreement. The compensation identified herein includes all costs.

Maximum Contract Amount Notwithstanding the foregoing, the maximum amount to be paid to the Contractor for services performed through June 30, 2025 -shall not exceed \$2,300,000, upon completion of the Required Services to City's satisfaction in City's sole discretion. If all extensions are executed the maximum contract amount will not exceed \$7,000,000.

Term In accordance with Section 2 of this Agreement, the term of this Agreement shall begin April 24, 2024 and end on June 30, 2025 with the option for two extensions. The Original Contract between Sourcewell and Mansfield Oil Company of Gainesville is scheduled to expire on February 10, 2027 with a one-year option to extend.

The effective date of this Agreement is April 24, 2024 ("Effective Date") and it expires June 30, 2025, unless terminated as provided herein. The parties have the option to extend the terms of this agreement as follows:

- July 1, 2025 to June 30, 2026 (one-year term)
- July 1, 2026 to February 10, 2027 (approximately 8.5-month term)
- February 11, 2027 to February 10, 2028 (one-year term)

Permitted Subcontractors.

The following are permitted subcontractors for fuel delivery. Contractor will provide the City with two weeks notice for any subcontractors changes. In case of an emergency, the two weeks notice will not be required.

MJ Tank Lines
2951 N Ventura Ave
Ventura, CA 93001
(866)321-9536

Fuel Delivery License #:

California Fuels & Lubricants
11621 Westminister Ave
Garden Grove, CA 92843
(714) 530-4795

Fuel Delivery License #:

Form of Compensation

Invoiced or agreed-upon amounts as follows:
Fuel costs to be invoiced based on fuel usage.

Bulk Fuel Deliveries:

- **Product (exclusive of any applicable taxes):**
 - Transport E10 Gasoline:
 - OPIS San Diego, CA Gross Contract Average w/CAR MINUS \$.1924 per gallon
 - Transport R99 Diesel:
 - OPIS San Diego, CA Gross Contract Average w/CAR MINUS \$.0289 per gallon
 - Tank Wagon E10 Gasoline:
 - OPIS San Diego, CA Gross Contract Average w/CAR MINUS \$.1585 per gallon
 - Tank Wagon R99 Diesel:
 - OPIS San Diego, CA Gross Contract Average w/CAR MINUS \$.0062 per gallon
- **Freight Charges (exclusive of any applicable taxes):**
 - All Freight Charges are pass-throughs under the Sourcewell agreement.
 - Estimated Weighted Average Freight
 - Transport E10 Gasoline: +\$.0499 per gallon
 - Transport R99 Diesel: +\$.0499 per gallon
 - Tank Wagon E10 Gasoline: +\$.2789 per gallon
 - Tank Wagon R99 Diesel: +\$.2438 per gallon
 - Pump Fees, Split Fees, Minimum Freight, and Demurrage at Customer Sites will also be pass-throughs to the Customer.

Diesel Exhaust Fluid:

- **Product & Freight Charges (exclusive of applicable taxes) for bulk deliveries to tanks:**
 - \$1.9700 per gallon
- **Products & Freight Charges (exclusive of applicable taxes) for 1 Pallet of 55 Gallon DEF Drums:**
 - \$640.20 per pallet (\$160.05 per drum)
 - Pallet Quantity: 4 x 55-gallon drums

Fleet Cards:

- Mansfield Issued Wex Cards:
 - Pricing: Posted retail/pump price minus .85%.



EXHIBIT E INSURANCE REQUIREMENTS

E.1 Required Insurance. Contractor must procure and maintain, during the period performance of the Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance set forth below in E.13 (“Required Insurance”). The Required Insurance shall also comply with all other terms of this Exhibit.

E.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to City in advance of the commencement of work.

E.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Worker’s Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

E.4 Subcontractors. Contractor must include all sub-contractors/service providers as insured under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-contractors/service providers must also comply with the terms of this Agreement.

E.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insured with respect to any policy of general liability, automobile, or pollution insurance specified as required below in E.13 or as may otherwise be specified by City’s Risk Manager. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor’s insurance using ISO CG 20 10 (04/13) (11/85) or its equivalent, i.e., CG2037 (4/13); such endorsement must not exclude Products/Completed Operations coverage. Additional insured status for both ongoing and completed operations will be extended to City, its officers, officials, employees, agents, and volunteers by Contractor’s independent Subcontractor performing onsite installation.

E.6 General Liability Coverage to be “Primary.” Contractor’s general liability coverage must be primary insurance as it pertains to City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor and in no way relieves Contractor from its responsibility to provide insurance.

E.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to City by certified mail, return receipt requested. Prior to the Effective Date of any such cancellation Contractor must procure and put into effect equivalent coverage(s).

E.8 Waiver of Subrogation. Contractor will provide a Waiver of Subrogation in favor of City for each Required Insurance policy under this Agreement. In addition, Contractor waives any right it may have or may obtain to subrogation for a claim against City.

E.9 Verification of Coverage. Prior to commencement of any work, Contractor shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor has obtained the Required Insurance in compliance with the terms of this Agreement. The words “will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms.

E.10 Claims Made Policy Requirements. If General Liability, Pollution, and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

- a. The “Retro Date” must be shown and must be before the date of this Agreement or the beginning of the work required by this Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided, for at least one (1) year after completion of the work required by this Agreement.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the Effective Date of this Agreement, Contractor must purchase “extended reporting” coverage for a minimum of one (1) years after completion of the work required by this Agreement.
- d. A copy of the claims reporting requirements must be submitted to City for review.

E.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be constructed to limit Contractor’s obligations under this Agreement, including Indemnity.

E.12 Additional Coverage. To the extent that insurance coverage provide by Contractor maintains higher limits than the minimums appearing below in E.13, City requires and shall be entitled to coverage for higher limits maintained.

E.13 Insurance Requirements.

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and complete operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit. Additional Insured Endorsement or Blanket AI Endorsement for City* Waive of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1 – Any Auto Code 8 – Hired Code 9 – Non-Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	
<input checked="" type="checkbox"/>	Professional Liability (Errors & Omissions)	\$1,000,000 each occurrence \$2,000,000 aggregate	

Other Negotiated Insurance Terms: NONE

EXHIBIT F INDEMNITY REQUIREMENTS

F.1 General. To the maximum extent allowed by law, Contractor shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions, negligence, or willful misconduct of Contractor, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs, and expenses arising from the sole negligence, active negligence, or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by, or claimed to be caused by negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor, its employees, agents or officers, or any third party.

F.2 Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code Section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section F.1, above, shall be limited to the extent required by California Civil Code Section 2782.8.

F.3 Costs of Defense and Award. Included in Contractor’s obligations under these Indemnity Provisions is Contractor’s obligation to defend, at Contractor’s own cost, expense, and risk, any and all suits, action or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Indemnity Provisions, Contractor shall pay and satisfy any judgment, award or decrees that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

F.4 Contractor’s Obligations Not Limited or Modified. Contractor’s obligations under these Indemnity Provisions shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by Contractor. Furthermore, Contractor’s obligations under this Indemnity Requirements shall in no way limit, modify or excuse any of Contractor’s other obligations or duties under this Agreement.

F.5 Enforcement Costs. Contractor agrees to pay any and all costs City incurs in enforcing Contractor’s obligations under these Indemnity Provisions.

F.6 Survival. Contractor’s obligations under these Indemnity Provisions shall survive the termination of this Agreement.

EXHIBIT G
CONTRACTOR CONFLICT OF INTEREST DESIGNATION

The Political Reform Act¹ and the Chula Vista Conflict of Interest Code² (“Code”) require designated state and local government officials, including some consultants, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, consultants designated to file the Form 700 are also required to comply with certain ethics training requirements.³

A. Contractor IS a corporation or limited liability company and is therefore EXCLUDED⁴ from disclosure.

B. Contractor NOT a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the Contractor shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Consultant,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, Net File, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Contractor will provide. Notwithstanding this designation or anything

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).

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in the Agreement, the Contractor is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the consultant's requirement to comply with the disclosure requirements set forth in the Code.

DRAFT