

CITY OF SANTA CRUZ TERMS AND CONDITIONS OF PURCHASE

- 1. Contract:** The following terms and conditions shall govern all purchases by the City unless other terms are specifically designated by the City to apply or the City and Vendor have entered into another written agreement. Any terms or conditions (including price and delivery dates) proposed by the Vendor which are inconsistent with or in addition to these terms and conditions shall be void and of no effect unless and to the extent expressly accepted by the City in writing.
- 2. Delivery, Inspection, and Acceptance of Goods/Services:** Goods/services are to be delivered to the location specified. All deliveries are F.O.B. destination.
Vendor acknowledges that time is of the essence in the performance of this contract. If the goods and/or services are not delivered within the time period stated on the Vendor's proposal, or by a different date mutually agreed to in writing, the City reserves the right to cancel the order. If the City cancels the order because of late delivery, the Vendor will not be allowed to charge the City for any costs associated with the order and may be charged any increase in cost the City must pay for the replacement order. Charges not included in the contract will not be paid.

Within 14 calendar days, unless the contract stipulates a different time period, the City will inspect the goods received to verify compliance with specifications. If deficiencies are detected, the goods will be rejected and the Vendor will be required to make the necessary adjustments or replacements at the Vendor's expense. Acceptance of the goods will be made when the City determines the goods received are in compliance with specifications and are free from defects.

- 3. Payment:** All invoices shall contain correct bid or contract pricing, the applicable purchase order number, and the name of the City employee making the purchase. Invoices shall be sent to the dept. making the purchase. Vendor shall submit invoices to the City within 60 days of delivery of goods or provision of service. Invoices with incorrect pricing will be returned to the Vendor for correction. The City will pay approximately 30 days after acceptance of goods or services and receipt of a correct and undisputed invoice, whichever occurs last.

The City will take early payment discounts when the net payment period is over 15 days. The payment period will extend to the date that the invoices are paid. Should the Vendor become delinquent with any fees, assessments, or charges due to the City, the City will reduce any amount owed to the Vendor by the delinquent amount owed to the City. The City reserves the right to audit Vendor's records when necessary.

- 4. Sales Tax:** Sales tax must be stated separately on each invoice. If the [current local sales tax](#) is not charged, the City will remit all sales tax due directly to the California State Board of Equalization.
- 5. Warranty:** Vendor warrants that the item(s) provided and/or work performed under this contract comply with all specifications, are free of liens and encumbrances, and that workmanship and materials are free from defects. Work shall comply with nationally recognized codes and established industry standards. Equipment shall carry the manufacturers' most favorable commercial warranties. The warranty period shall begin after acceptance of item(s) and/or work and shall extend thereafter for a period of ninety days, or as otherwise specified by the manufacturer's standard warranty, whichever is later. Vendor agrees to remedy by replacing or repairing any item(s) that is damaged or defective during normal usage within the warranty period, at no additional cost to the City. Such repair or replacement shall occur within a reasonable time frame, to the satisfaction of the City.

6. Indemnity:

For General Services: To the fullest extent permitted by law, Vendor agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, and volunteers from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses, (including attorneys' fees and costs) arising from the acts or omissions of Vendor, Vendor's employees or agents, or in any way related to the obligations or the performance of services under this contract, except for design professional services as defined in Civil Code §2782.8, and except where caused by the sole or active negligence, or willful misconduct of City.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Vendor agrees to indemnify, defend, and hold harmless City, its officials, officers, employees, and volunteers from and against any and all claims, demands, actions, liabilities, damages, or expenses, (including attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Vendor, Vendor's employees or agents, in any way related to the

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obligations or the performance of design professional services under this contract as defined in Civil Code §2728.2, except where caused by the sole or active negligence, or willful misconduct of City. The costs to defend charged to the Vendor relating to the design professional services shall not exceed the Vendor's proportionate percentage of fault per Civil Code §2782.8.

7. Compliance Requirements: Vendor shall be responsible for complying with all applicable Federal, State, and local laws and regulations including, but not limited to, City policies, ordinances, and Best Management Practices. Requirements vary based on the nature of the product to be provided and/or work to be performed; these shall include, but are not limited to, complying with the items listed below and following City Council policies regarding asbestos in products, polystyrene foam, recycled paper, and fair trade coffee. These policies are available on the City's website [here](#).

a. Licensing: Vendor warrants that it has complied with any and all federal, state, and local licensing requirements and agrees to provide proof of a current City of Santa Cruz Business Tax Certificate if:

- i. Vendor is located in the City of Santa Cruz;
- ii. Will perform physical work in the City of Santa Cruz for 6 or more days annually; or
- iii. Will use company vehicles to deliver within the City of Santa Cruz for 6 or more days annually.

For additional information and licensing requirements, view the City's [Business Licenses and Permits webpage](#) or call the Revenue and Taxation division at 831/420-5070.

b. Prevailing Wage: In performing "public work" pursuant to and subject to Labor Code §1720 *et seq.* under this contract, Vendor (and any subcontractor performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services. All workers employed in the execution of a public works contract (as defined in Labor Code §1720 *et seq.* and §1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. (See Labor Code §§1720, 1774 and 1782.) Pursuant to Labor Code §1773.2, the current prevailing rate of per diem wages at the time of the contract as determined by the Director of the Department of Industrial Relations (DIR) may be on file at the dept. office awarding the public work. Vendor shall post a copy of these rates at the work site, if any.

The "public work" project is subject to the compliance monitoring and enforcement by the DIR. The Vendor and subcontractor, if any, must be registered with the DIR to submit a bid or engage in the performance of any contract for public work pursuant to Labor Code §§1725.5 and 1771.1. The Vendor is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code §1771.4(a)(2). The Vendor and each subcontractor, if any, must submit certified payrolls to the Labor Commissioner pursuant to Labor Code §1771.4.

Any failure of Vendor and/or its subcontractors to comply with the above requirements shall constitute a breach of this contract that excuses the City's performance of this contract at the City's sole and absolute option, and shall be at the sole risk of Vendor. Vendor on behalf of itself, and any subcontractor, agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, and agents from and against any and all claims, liabilities, losses, costs, expenses, attorneys' fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Vendor and any subcontractor to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

c. Living Wage: Every contract for services to the City for \$10,000 or more, is subject to City of Santa Cruz Living Wage Ordinance number 2000-25. The requirements of the Living Wage ordinance are provided in Santa Cruz Municipal Code Chapter 5.10.

d. Vendors' Duties Concerning Labor Code Compliance. As required by Labor Code §1775(b)(1), Vendor shall include in any contract between Vendor and subcontractors for the performance of work on a public works project, a copy of Labor Code §§1771, 1775, 1776, 1777.5, 1813 and 1815.

e. Apprentices. The Vendor is responsible for compliance with Labor Code §1777.5 for all apprentices whether employed directly or through subcontractors on a public works project.

f. Payroll Records. Pursuant to Labor Code §1776, for public works projects, the Vendor and any subcontractor shall keep, make available, and submit to the City within ten (10) days of receipt of a written request, certified payroll records. Pursuant to Labor Code § 1776(h), if the Vendor or any subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to the City, forfeit the prescribed amount for each calendar day, or portion

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thereof, for each worker, until strict compliance is effectuated. The Vendor shall include provisions in its subcontracts as required to make this paragraph effective as to each subcontractor. Upon written request, the Vendor shall withhold penalties forfeited by a subcontractor pursuant to Labor Code §1776(h) and this paragraph from payment due to such subcontractor and remit such penalties withheld to the City.

g. Hours of Labor. Pursuant to Labor Code § 1810, 8 hours of labor shall constitute a legal day's work. Pursuant to Labor Code § 1813, the Vendor and each subcontractor, if any, shall, as a penalty to the City, forfeit the prescribed amount per calendar day for each worker required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week without being compensated in accordance with § 1815. Vendor shall include terms in its subcontracts as required to make this paragraph effective as to each subcontractor. Upon written request, Vendor shall withhold penalties forfeited by a subcontractor pursuant to Labor Code §1813 and this paragraph from payments due to such subcontractor and remit such penalties withheld to the City.

h. Storm Water Requirements: The Vendor, and all subcontractors, are required to abide by the applicable City of Santa Cruz Storm Water Best Management Practices (BMPs) for the duration of the work. The City's mandatory Storm Water BMPs, which are listed according to the type of work, operations, or business, are located on the City website [here](#).

8. Insurance: Prior to the beginning of and throughout the duration of this contract, Vendor will maintain insurance in conformance with the requirements set forth herein. Vendor will insure the City against claims for injuries to persons or damages to property which may arise from or in connection with the goods, or the work performed hereunder and the results of that work by Vendor, Vendor's agents, representatives, employees or subcontractors.

a. Standard Certificate Requirements

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 877 Cedar Street, Suite 100, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show the City, its officers, officials, employees, agents and volunteers as additional insured.

b. Minimum Scope and Limits of Insurance:

The Vendor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The City will be entitled to coverage for the highest limits maintained by the Vendor. Coverage will be at least as broad as:

- *Commercial General Liability (CGL): \$2,000,000 per occurrence*
Proof of coverage for up to \$1 Million per occurrence including products and completed operations, property damage, bodily injury, personal injury and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be at least twice the required occurrence limit.
- *Automobile Liability: \$1,000,000*
Proof of coverage for \$1 Million will be provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Vendor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- *Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance: \$1,000,000 per accident for bodily injury or disease. Must include a waiver of subrogation.*

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c. Additional Requirement for Professional Services

Professional Liability (Errors and Omissions): \$2,000,000 per occurrence or claim, \$2,000,000 aggregate

Vendor will maintain insurance appropriate to Vendor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after date of completion of the services under this contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date or start of work date, Vendor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If Vendor maintains broader coverage and/or higher limits than the minimums shown above, the City of Santa Cruz requires and shall be entitled to the broader coverage and/or higher limits maintained by Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Cruz.

d. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- *Additional Insured Status*

The City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an endorsement to the Vendor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used).
- *Primary Coverage*

For any claims related to this contract, the Vendor's insurance coverage will be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers will be excess of the Vendor's insurance and will not contribute with it.
- *Notice of Cancellation*

Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.
- *Waiver of Subrogation*

Vendor hereby grants to the City a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City by virtue of the payment of any loss, including attorneys' fees, under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Worker's Compensation policy will be endorsed with a waiver of subrogation in favor of the City for all work performed by the Vendor and its employees.
- *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions will be declared to and approved by the City. City may require Vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.
- *Verification of Coverage*

Vendor will furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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a. Special Risks/Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, including but not limited to requiring the following:

- Data Breach Risk - Cyber Liability Insurance of limits no less than \$5 Million per occurrence and \$10 Million in the aggregate.
- Risk of Loss in Transporting Money - Cash In Transit Policy Insurance covering all risks of physical loss or damage while in transit or at premises for limits no less than \$10 Million per occurrence and \$20 Million in the aggregate.
- Financial Breach Risk - Financial Crime Coverage for limits no less than \$5 Million per occurrence and \$10 Million in the aggregate.
- Risk in Transporting People or Goods in a Vehicle - Common Carrier Liability Insurance of limits no less than \$10 Million per occurrence and \$20 Million in the aggregate.
- Risk in Storing Vehicles – Garage-keeper’s Liability Insurance of limits no less than \$2 Million per occurrence and \$4 Million in the aggregate.
- Construction Risks - Builder’s Risk (Course of Construction) Insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions, and name the City as loss payee.
- Environmental Hazard - Pollution Legal Liability Insurance with limits no less than \$1 Million per occurrence or claim, and \$2 Million in the aggregate.

b. Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Vendor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

c. Subcontractors

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City, its officers, officials, employees, and volunteers are additional insureds on insurance required from subcontractors.

9. Travel Reimbursement Policy

When it is mutually agreed between the City and the vendor, the vendor’s employees will be reimbursed for travel expenses according to this policy. It is expected that all travel expenses incurred by vendors while conducting activities on behalf of the City will be at reasonable rates and that vendors will exercise prudence in incurring these expenses.

Meals

Meals are reimbursed at the current GSA Meals & Incidental per diem rate by county (www.gsa.gov/travel). The City does not reimburse for actual costs for meals. Reimbursement is based solely on per diem rates. Do not submit meal receipts.

- Travel before 8:00a qualifies for breakfast reimbursement.
- Travel between 8:00a – 1:30p qualifies for lunch reimbursement.
- Travel between 1:30p – 7:00p (or later) qualifies for dinner reimbursement.
- Days between hotel stays and days starting before 8a and ending after 7p, qualify for the full GSA Meals & Incidental per diem rate.

Ground Transportation

Ground transportation is reimbursable when it is for travel between the vendor’s place of business, their employee’s

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home, an airport, or Santa Cruz hotel to their City work location.

1. Reasonable fees for taxis, shuttles, busses, trains, light rail, ride hailing services (Uber, Lyft), bike shares (Jump), and similar modes of transportation will be reimbursed. Receipts are required for reimbursement.
2. Personal vehicles include vehicles owned by the vendor or their employees.
 - Mileage will be reimbursed at the current IRS mileage rate.
 - Evidence of automobile liability insurance meeting the City's requirements must be provided.
 - Maps showing starting point, City work location, and total miles are required for reimbursement.
3. Car rentals are reimbursable when
 - Travel is necessary from an airport to the City work location.
 - The rental reservation is made as far in advance as is practical and the lowest possible price is obtained.
 - Insurance coverage is included in the rental agreement and the car is returned with a full tank of gas.
 - The smallest vehicle necessary is rented.
 - Parking expenses are included in the GSA Meals & Incidental per diem rate. The City will not pay additionally for parking expenses.
 - Receipts are required for reimbursement.

Airfare

Airfare is reimbursable when the vendor's place of business, or their employee's home, is more than 250 miles away from Santa Cruz.

- Airfare must be lowest available coach class fare. Flights may be non-stop.
- Airfare must be booked as far in advance as is practical.
- Fees for one piece of checked luggage (and any equipment necessary for the work being done) will be reimbursed.
- Extra charges for seat assignments, refundable tickets, travel insurance/protection, and similar fees are not reimbursable.
- If the City cancels the need for travel and the ticket cannot be changed or refunded, the ticket cost will be reimbursable.
- Receipts are required for reimbursement.

Lodging

Lodging is reimbursable when the vendor must work on site for two or more consecutive days and the vendor's place of business, or their employee's home, is more than 60 miles away from Santa Cruz.

- Lodging is reimbursed up to the current GSA rate by county (www.gsa.gov/travel).
- Costs for hotel rooms above this rate are the responsibility of the traveler.
- Receipts are required for reimbursement.

General

1. Travel expenses not listed above will not be reimbursed.
2. Travel reimbursements are paid after the completion of travel. There are no travel advances.
3. Exceptions to any of the above requirements require advance written permission from the Department Head of the department contracting with the vendor.
4. Tips and gratuities will not be reimbursed.
5. Alcoholic beverage purchases will not be reimbursed.
6. Vendors will exercise prudence in incurring reimbursable expenses.
7. The City of Santa Cruz has the sole discretion to deny any proposed reimbursable expense the City has determined to be excessive, unethical, non-responsible, or an inappropriate use of public funds.

10. **Mechanic's Liens.** Vendor shall timely pay all claims for labor and/or materials furnished to or for Vendor relating to this contract. Vendor shall not create, permit, or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against the City for any such work or activities performed. Vendor shall indemnify, defend and hold harmless the City from and against any and all liens, claims, demands, liabilities, costs and/or expenses of whatever kind or nature in any way connected with or growing out of such work done, labor performed and/or materials furnished. In the event any such liens shall be filed against the City, Vendor shall cause the same to be paid, discharged, released and satisfied within a commercially reasonable time, not to exceed five (5) business days from the date the same were recorded in the office

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of the applicable County Recorder. City shall have the right to post notices of non-responsibility on all or any part of any affected City property.

11. **Governing Law:** The contract will be construed and interpreted according to the laws of the State of California.
12. **Assignment:** The City reserves the right to cancel this contract if the contract is assigned without written consent of the City.
13. **Subcontractors:** Subcontracting of work without prior approval of the City, may result in contract termination. If at any time, the City determines any subcontractor is incompetent or undesirable, Vendor will be notified and will be expected to immediately cancel the subcontract.
14. **Contract Modifications:** All changes to this contract will be approved in writing signed by both parties through an amendment to the contract.
15. **Termination of Contract:** The City or the Vendor may terminate the contract for convenience by providing written notice to the other party not less than 30 calendar days prior to an effective termination date.
The City or Vendor may terminate the contract for material breach of contract by providing written notice to the other party not less than 14 calendar days prior to an effective termination date.

Upon notice of termination, the Vendor will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The City's only obligation to the Vendor will be just and equitable payment for materials and/or services authorized by, and received to the satisfaction of, the City up to and including the effective date of termination. All finished or unfinished materials, supplies, goods, or documents procured or produced under the contract will become property of the City upon the termination date. The City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor will be liable for the difference between the prices set forth in the terminated order and the actual cost to the City. In no event will the City be liable for any loss of profits on the resulting order or portion thereof so terminated. After the effective date of termination, Vendor will have no further claims against the City under the contract. Termination of the contract pursuant to this paragraph may not relieve the Vendor of any liability to City for damages sustained by City because of any breach of contract by Vendor, and City may withhold any payments to Vendor for the purpose of set-off until such time as the exact amount of damages due City from Vendor is determined.

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

16. **Safety:** All service(s) and item(s) provided will comply with applicable safety laws, regulations, and standards. Vendor will provide proof of compliance, if requested by the City.
 - a. Vendor will make available a list of hazardous chemicals and applicable Safety Data Sheets prior to bringing those chemicals on City property or using them on behalf of the City. All hazardous substances and chemicals brought onto the premises must be labeled as required by the Hazard Communication Standard. Vendor is required to maintain copies (on site) of the SDS of the hazardous substances or chemicals they will use throughout the work place. No hazardous materials or chemicals will be introduced into the workplace by the vendor unless approved in advance by the City. The City reserves the right to deny use of any hazardous substance or chemical that the City deems harmful and may affect City employees and/or members of the public.
 - b. Any precautions and/or protective measures to minimize the possibility of exposure will be communicated by the Vendor to the City and from there to City employees.
 - c. Upon request, Vendor will provide records of their Hazard Communication Training Program.
 - d. All accidents, chemical spills, fires, accidents, property damage, etc., no matter how small, must be reported to the City immediately for investigation and documentation.
 - e. Vendor must immediately notify the City in the event of an emergency and indicate what assistance is required.
17. **Force Majeure:** Neither party will be held responsible for delay or default caused by declared emergencies, natural disasters, or any other cause which is beyond the party's reasonable control. Vendor will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this agreement.

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The City reserves the right to obtain the item(s) covered by this contract from another source during any on-going suspension of service due to the circumstances outlined above.

- 18. Equal Employment Opportunity/Non-Discrimination:** City's policies promote a working environment free from abusive conduct, discrimination, harassment, and retaliation; and require equal opportunity in employment for all regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, religion, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military or and veteran status, or any other consideration made unlawful by local, State or Federal law. City requires Consultant to be in compliance with all applicable Federal and State and local equal employment opportunity acts, laws, and regulations and Consultant is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Consultant's business organization. The City's current Equal Employment Opportunity and Non-Discrimination policies to which this Section applies may be viewed at <http://www.codepublishing.com/CA/SantaCruz/?SantaCruz09/SantaCruz0983.html> and <http://www.codepublishing.com/CA/SantaCruz/?SantaCruz09/SantaCruz0983.html>. Copies are available upon request from the City's Purchasing Division.
- 19. Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief.
- 20. Severability.** The unenforceability, invalidity or illegality of any provision(s) of this contract shall not render the other provisions unenforceable, invalid or illegal.
- 21. MacBride Principles and the Peace Charter.** City of Santa Cruz Resolution NS-19,378 (7/24/90) encourages all companies doing business in Northern Ireland to abide by the MacBride Principles and Peace Charter.
- 22. Vendor Not An Agent.** Vendor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent.
- 23. Contract Interpretation.** Vendor acknowledges that it has reviewed this contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this contract.