

1 **AGREEMENT FOR SERVICES**

2 <<Consultant Business Name>>

3
4 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this ____ day of
5 _____, 2019, by and between the County of Imperial, a political subdivision of the State of
6 California (“COUNTY”), and <<Consultant Business Name>>, a <<Consultant Business Type>>
7 licensed to do business within the state of California (“CONSULTANT”) (individually, “Party;”
8 collectively, “Parties”), shall be as follows:

9 **RECITALS**

10 **WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to provide
11 «Contract_Services» (“Services”); and

12 **WHEREAS**, CONSULTANT represents that it is qualified and experienced to perform the Services;
13 and

14 **WHEREAS**, COUNTY desires to engage CONSULTANT to provide Services by reason of its
15 qualifications and experience for performing such Services, and CONSULTANT has offered to provide the
16 required Services on the terms and in the manner set forth herein.

17 **NOW, THEREFORE**, in consideration of their mutual covenants, COUNTY and CONSULTANT
18 have and hereby agree to the following:

19 **1. DEFINITIONS.**

20 1.1. “Request for Proposal” or “RFP” shall mean that document that describes the Services and
21 requirements to prospective bidders entitled, “Imperial County Strategic Planning and
22 Facilitation Services,” dated July 23, 2019. The Request for Proposal is attached hereto as
23 **Exhibit “A”** and incorporated herein by this reference.

24 1.2. “Proposal” shall mean CONSULTANT’s document entitled, “<<Name of Proposal>>,” dated
25 <<Proposal Date>> and submitted to COUNTY’s Purchasing Department. The Proposal is
26 attached hereto as **Exhibit “B”** and incorporated herein by reference.

27 **2. PARTIES TO AGREEMENT.**

28 2.1 This Agreement is by and between COUNTY and CONSULTANT.

1 2.2 It is not the intent of the Parties to this Agreement to create, and nothing in this Agreement
2 shall be construed as creating a joint venture or partnership or any other relationship
3 between the Parties. Neither COUNTY nor CONSULTANT authorizes the other to act as
4 its agent or representative.

5 **3. TERM OF AGREEMENT.**

6 This Agreement shall commence on the date first written above and shall remain in effect until the
7 Services provided as outlined in Section 4, (“DESCRIPTION OF WORK”), have been completed, unless
8 otherwise terminated as provided for in this Agreement.

9 **4. DESCRIPTION OF WORK.**

10 CONSULTANT shall provide all materials and labor to perform this Agreement consistent with the
11 RFP and the Proposal, as set forth in **Exhibits “A” and “B.”** In the event of a conflict amongst this
12 Agreement, the RFP, and the Proposal, the RFP shall take precedence over the Proposal and this Agreement
13 shall take precedence over both.

14 **5. WORK TO BE PERFORMED BY CONSULTANT.**

15 5.1 CONSULTANT shall comply with all terms, conditions, and requirements of the Proposal
16 and this Agreement.

17 5.2 CONSULTANT shall perform such other tasks as necessary and proper for the full
18 performance of the obligations assumed by CONSULTANT hereunder.

19 5.3 CONSULTANT shall:

20 5.3.1 Procure all permits and licenses, pay all charges and fees, and give all notices that
21 may be necessary and incidental to the due and lawful prosecution of the Services
22 to be performed by CONSULTANT under this agreement;

23 5.3.2 Keep itself fully informed of all existing and proposed federal, state, and local
24 laws, ordinances, regulations, orders and decrees which may affect those engaged
25 or employed under this Agreement; and

26 5.3.3 At all times observe and comply with, and cause all of its employees to observed
27 and comply with all of said laws, ordinances, regulations, orders, and decrees
28 mentioned above.

1 **6. REPRESENTATIONS BY CONSULTANT.**

- 2 6.1 CONSULTANT understands and agrees that COUNTY has limited knowledge in the areas
3 specified in the Proposal. CONSULTANT has represented itself to be an expert in these fields
4 and understands that COUNTY is relying upon such representation.
- 5 6.2 CONSULTANT represents and warrants that CONSULTANT has all required licenses and
6 authorities to do business in the State of California and perform all aspects of this Agreement.
- 7 6.3 CONSULTANT shall not commence any work under this Agreement or provide any other
8 services, or materials, in connection therewith until CONSULTANT has received written
9 authorization from COUNTY to do so.
- 10 6.4 CONSULTANT represents and warrants that the person executing this Agreement on
11 behalf of CONSULTANT has the authority of CONSULTANT to sign this Agreement
12 and bind CONSULTANT to the performance of all duties and obligations assumed by
13 CONSULTANT herein.
- 14 6.5 CONSULTANT represents and warrants that any employee, contractor, and/or agent, if
15 applicable, who will be performing any of the duties and obligations of CONSULTANT
16 herein possesses all required licenses and authorities, as well as the experience, training,
17 and competency, to perform such tasks.
- 18 6.6 CONSULTANT understands and agrees not to discuss this Agreement or work performed
19 pursuant to this Agreement with anyone not a Party to this Agreement without the prior
20 permission of COUNTY. CONSULTANT further agrees to immediately advise
21 COUNTY of any contacts or inquiries made by anyone not a Party to this Agreement with
22 respect to work performed pursuant to this Agreement.
- 23 6.7 CONSULTANT understands and agrees that in the course of performance of this
24 Agreement CONSULTANT may be provided with information or data considered by the
25 owner or the COUNTY to be confidential. CONSULTANT shall take all necessary steps
26 necessary to maintain such confidentiality, including but not limited to restricting the
27 dissemination of all material received to those required to have such data in order for
28 CONSULTANT to perform under this Agreement.

1 6.8 Prior to accepting any work under this Agreement, CONSULTANT shall perform a due
2 diligence review of its files and advise COUNTY of any conflict or potential conflict
3 CONSULTANT may have with respect to the work requested.

4 6.9 CONSULTANT represents and warrants that she shall perform all obligations under this
5 Agreement in accordance with generally accepted professional standards and in an
6 expeditious and economical manner consistent with sound professional practices.

7 6.10 CONSULTANT understands that COUNTY considers the representations made herein to
8 be material and would not enter into this Agreement with CONSULTANT if such
9 representations were not made.

10 **7. COMPENSATION.**

11 7.1 The total compensation payable under this Agreement shall not exceed <<Cost of
12 Contract>>, unless otherwise previously agreed to in writing by COUNTY.

13 7.2 Except as provided under this section, COUNTY shall not be responsible to pay
14 CONSULTANT any compensation, out-of-pocket expenses, fees, or other remuneration.

15 7.3 CONSULTANT acknowledges COUNTY is under no obligation to compensate
16 CONSULTANT for services rendered under this Agreement not authorized by COUNTY.

17 7.4 This Agreement is valid and enforceable only if sufficient funds are made available by the
18 appropriate budget act for the purposes of this Agreement. If sufficient funds are not appropriated
19 for this Agreement, it shall be invalid and of no further force and effect. In that event, COUNTY
20 shall have no liability to pay any funds to CONSULTANT and CONSULTANT shall not be
21 obligated to perform any provisions of this Agreement. CONSULTANT will be due the share of
22 compensation represented by the proportion of work completed and reimbursement of expenses
23 incurred, if any, at the time of termination once a final billing is approved by COUNTY.

24 **8. PAYMENT.**

25 8.1 COUNTY shall compensate CONSULTANT for completed and approved services upon
26 presentment of its itemized billing submitted in a format approved by the COUNTY.

27 8.2 CONSULTANT shall at any time prior to the fifteenth (15th) day of any month, submit to
28 COUNTY a written claim for compensation for services performed. The claim shall be

1 in a format approved by COUNTY. No payment shall be made by COUNTY prior to the
2 claims being approved in writing by COUNTY. CONSULTANT may expect to receive
3 payment within a reasonable time thereafter and in any event in the normal course of
4 business within thirty (30) days after the claim is submitted.

5 **9. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.**

6 CONSULTANT shall maintain books, records, documents, reports and other materials developed
7 under this Agreement as follows:

8 9.1 CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers,
9 canceled checks, and other records relating to CONSULTANT'S charges for services or
10 expenditures and disbursements charged to COUNTY for a minimum period of seven (7)
11 years, or for any longer period required by law, from the date of final payment to
12 CONSULTANT pursuant to this Agreement.

13 9.2 CONSULTANT shall maintain all reports, documents and records which demonstrate
14 performance under this Agreement for a minimum period of seven (7) years, or for any longer
15 period required by law, from the date of termination or completion of this Agreement.

16 9.3 Any records or documents required to be maintained by CONSULTANT pursuant to this
17 Agreement shall be made available to COUNTY for inspection or audit at any time during
18 CONSULTANT's regular business hours provided that COUNTY provides
19 CONSULTANT with seven (7) days advanced written or e-mail notice. Copies of such
20 documents shall, at no cost to COUNTY, be provided to COUNTY for inspection at
21 CONSULTANT's address indicated for receipt of notices under this Agreement.

22 **10. INDEPENDENT CONTRACTOR.**

23 In all situations and circumstances arising out of the terms and conditions of the Agreement,
24 CONSULTANT is an independent contractor, and as an independent contractor, the following shall apply:

25 10.1 CONSULTANT shall only be responsible to COUNTY for the requirements and results
26 specified by this Agreement and except as specifically provided in this Agreement, shall
27 not be subject to COUNTY's control with respect to the physical actions or activities of
28 CONSULTANT in fulfillment of the requirements of this Agreement.

1 10.2 CONSULTANT is not, and shall not be, entitled to receive from, or through, COUNTY,
2 and COUNTY shall not provide, or be obligated to provide, CONSULTANT with
3 Workers' Compensation coverage or any other type of employment or worker insurance
4 or benefit coverage required or provided by any federal, state or local law or regulation
5 for, or normally afforded to, an employee of COUNTY.

6 10.3 CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY
7 shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the
8 Social Security Old Age Pension Program, Social Security Disability Program, or any
9 other type of pension, annuity, or disability program required or provided by any Federal,
10 State, or local law or regulation.

11 10.4 CONSULTANT shall not be entitled to participate in, or receive any benefit from, or make
12 any claim against any COUNTY fringe benefit program, including, but not limited to,
13 COUNTY's pension plan, medical and health care plan, dental and eye care plan, life
14 insurance plan, or any other type of benefit program, plan, or coverage designated for,
15 provided to, or offered to COUNTY's employees.

16 10.5 COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or
17 local tax, including, but not limited to, any personal income tax, owed by
18 CONSULTANT.

19 10.6 CONSULTANT is, and at all times during the term of this Agreement, shall represent and
20 conduct itself as an independent contractor, not as an employee of COUNTY.

21 10.7 CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
22 or obligate COUNTY in any way without the written consent of COUNTY.

23 **11. INSURANCE.**

24 11.1 CONSULTANT agrees at its own cost and expense to procure and maintain during the
25 entire term of this Agreement, and any extended term, commercial general liability
26 insurance (bodily injury and property damage), employer's liability insurance,
27 commercial automobile liability insurance (bodily injury and property damage) and
28 professional liability insurance in a sum acceptable to COUNTY and adequate to cover

potential liabilities arising in connection with the performance of this Agreement and in any event not less than the minimum limit set forth as follows:

<u>Insurance</u>	<u>Minimum Limit</u>
Errors & Omissions Coverage (professional liability – malpractice)	One million dollars (\$1,000,000) per person, per occurrence.
Workers’ Compensation, Coverage A	Statutory
Employer’s Liability, Coverage B	One million dollars (\$1,000,000)
Commercial General Liability (Including Contractual Liability) Bodily Injury Property Damage	One million dollars (\$1,000,000) combined single limit to any one person (“CSL”) and two million dollars (\$2,000,000) aggregate for any one accident, including personal injury, death and property damage.
Commercial Automobile Liability (owned, hired & non-owned vehicles)	One hundred thousand dollars (\$100,000) combined single limit and three hundred thousand dollars (\$300,000) aggregate, including owned, non-owned and hired vehicles.

11.2 Special Insurance Requirements.

All insurance required shall:

11.2.1 Be procured from California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide, acceptable to COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser ratings must be approved in writing by COUNTY.

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1 11.2.2 Be primary coverage as respects to COUNTY and any insurance or self- insurance
2 maintained by COUNTY shall be in excess of CONSULTANT's insurance
3 coverage and shall not contribute to it.

4 11.2.3 Name Imperial County Local Health Authority and the County of Imperial and
5 their officers, employees, and volunteers as additional insured on all policies,
6 except workers' compensation insurance and Errors & Omissions insurance, and
7 provide that COUNTY may recover for any loss suffered by COUNTY due to
8 CONSULTANT's negligence.

9 11.2.4 State that it is primary insurance, regards COUNTY as an additional insured, and
10 contains a cross-liability or severability of interest clause.

11 11.2.5 Not be canceled, non-renewed, or reduced in scope of coverage until after thirty
12 (30) days written notice has been given to COUNTY. CONSULTANT may not
13 terminate such coverage until it provides COUNTY with proof that equal or better
14 insurance has been secured and is in place. Cancellation or change without prior
15 written consent of COUNTY shall, at the option of COUNTY, be grounds for
16 termination of this Agreement.

17 11.2.6 If this Agreement remains in effect more than one (1) year from the date of its
18 original execution, COUNTY may, at its sole discretion, require an increase to
19 liability insurance to the level customary at such future date in similar COUNTY
20 Agreements by giving sixty (60) days notice to CONSULTANT.

21 11.3 Additional Insurance Requirements.

22 11.3.1 COUNTY is to be notified immediately of all insurance claims. COUNTY is also
23 to be notified if any aggregate insurance limit is exceeded.

24 11.3.2 The comprehensive or commercial general liability shall contain a provision of
25 endorsements stating that such insurance:

- 26 (i) Includes contractual liability;
27 (ii) Does not contain any exclusions as to loss or damage to property caused
28 by explosion or resulting from collapse of buildings or structures or

1 damage to property underground, commonly referred to by insurers as the
2 "XCU Hazards;"

- 3 (iii) Does not contain a "pro rata" provision which looks to limit the insurer's
4 liability to the total proportion that its policy limits bear to the total
5 coverage available to the insured;
- 6 (iv) Does not contain an "excess only" clause which requires the exhaustion of
7 other insurance prior to providing coverage;
- 8 (v) Does not contain an "escape clause" which extinguishes the insurer's
9 liability if the loss is covered by other insurance;
- 10 (vi) Includes COUNTY as an additional insured; and
- 11 (vii) States that it is primary insurance and regards COUNTY as an additional
12 insured and contains a cross-liability or severability of interest clause.

13 11.4 Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any
14 insurance policy required by this Agreement, CONSULTANT shall, if requested by
15 COUNTY, provide COUNTY satisfactory evidence that insurance policy premiums have
16 been paid together with a duplicate copy of the policy or a certificate evidencing the policy
17 and executed by the insurance company issuing the policy or its authorized agent.

18 11.5 Certificates of Insurance. CONSULTANT agrees to provide COUNTY with the following
19 insurance documents on or before the effective date of this Agreement:

20 11.5.1 Complete copies of certificates of insurance for all required coverages including
21 additional insured endorsements, which shall be attached hereto as **Exhibit "C"**
22 and incorporated herein.

23 11.5.2 The documents enumerated in this Paragraph shall be sent to the following:

24 County of Imperial
25 Attn: Director, Risk Management Department
26 940 Main Street, Suite 101
27 El Centro, CA 92243

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1 11.6 Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be
2 construed to preclude CONSULTANT from obtaining and maintaining any additional
3 insurance policies in addition to those required pursuant to this Agreement.
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5 **12. SUSPENSION OF AGREEMENT.**

6 COUNTY shall have the authority to suspend this Agreement, in whole or in part, for such period
7 as deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to
8 perform any provision of this Agreement. CONSULTANT will be paid the compensation due and
9 payable to the date of suspension.

10 **13. TERMINATION.**

11 COUNTY retains the right to terminate this Agreement for any reason by notifying
12 CONSULTANT in writing twenty (20) days prior to termination and by paying the compensation due
13 and payable to the date of termination; provided, however, if this Agreement is terminated for fault of
14 CONSULTANT, COUNTY shall be obligated to compensate CONSULTANT only for that portion of
15 CONSULTANT's services which are of benefit to COUNTY. Said compensation is to be arrived at by
16 mutual agreement between COUNTY and CONSULTANT; should the Parties fail to agree on said
17 compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall be
18 binding upon the Parties.

19 **14. INSPECTION.**

20 CONSULTANT shall furnish COUNTY with every reasonable opportunity for COUNTY to
21 ascertain that the services of CONSULTANT are being performed in accordance with the requirements
22 and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to
23 COUNTY's inspection and approval. The inspection of such work shall not relieve CONSULTANT of
24 any of its obligations to fulfill its Agreement as prescribed.

25 **15. OWNERSHIP OF MATERIALS.**

26 All original drawings, videotapes, studies, sketches, computations, reports, information, data, and
27 other materials given to or prepared or assembled by or in the possession of CONSULTANT pursuant to
28 this Agreement shall become the permanent property of COUNTY and shall be delivered to COUNTY

1 upon demand, whether or not completed, and shall not be made available to any individual or organization
2 without prior written approval of COUNTY.

3 **16. INTEREST OF CONSULTANT.**

4 16.1 CONSULTANT covenants that it presently has no interest, and shall not acquire any
5 interest, direct or indirect, financial or otherwise, which would conflict in any manner or
6 degree with the performance of the services hereunder.

7 16.2 CONSULTANT covenants that, in the performance of this Agreement, no sub- contractor
8 or person having such an interest shall be employed.

9 16.3 CONSULTANT certifies that no one who has or will have any financial interest under
10 this Agreement is an officer or employee of COUNTY.

11 **17. INDEMNIFICATION.**

12 To the extent permitted by law, CONSULTANT agrees to indemnify, defend and hold harmless
13 COUNTY from and against any and all claims, actions, demands, liabilities, damages, losses, and expenses of
14 whatever kind, which are caused or contributed to in any manner in whole or in part, or which are claimed to be
15 caused or contributed to in whole or in part even though such claims may be groundless, false, or fraudulent, by
16 any willful misconduct or negligence, whether active or passive of CONSULTANT, or anyone acting under its
17 direction in connection with or incident to the services provided hereunder, unless the same is found by a court
18 of law to be caused by the sole or concurrent negligence or willful misconduct of the COUNTY.

19 **18. ASSIGNMENTS AND SUBCONTRACTS.**

20 18.1 Neither this Agreement nor any rights, duties, or obligations hereunder shall be assignable
21 and/or subcontracted by CONSULTANT without the prior written consent of COUNTY.

22 18.2 Consent by COUNTY to an assignment or subcontract shall not release CONSULTANT from
23 its primary liability under this Agreement, and COUNTY's consent to one (1) assignment or
24 subcontract, shall not be deemed a consent to other assignments and/or subcontracts.

25 18.3 Any attempt by CONSULTANT to assign or otherwise transfer any interest in this
26 Agreement without obtaining the prior written consent of COUNTY shall be void.

27 **19. NON-DISCRIMINATION.**

- 1 19.1 During the performance of the Agreement, CONSULTANT, and its subcontractors if
2 applicable, shall not unlawfully discriminate, harass, or allow harassment against any
3 employee or applicant for employment because of sex, race, color, religion, gender, gender
4 identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental
5 disability, physical disability (including HIV and AIDS), medical condition, age, military or
6 veteran status, pregnancy, denial of medical and family care leave, pregnancy or disability
7 leave.
- 8 19.2 CONSULTANT, and its subcontractors if applicable, shall take affirmative action to ensure
9 that the evaluation and treatment of their employees and applicants for employment are
10 free from such discrimination and harassment.
- 11 19.3 CONSULTANT, and its subcontractors if applicable, shall comply with the provisions of
12 the California Fair Employment and Housing Act (Gov. Code Sections 12990 (a-f) et seq.)
13 and the applicable regulations promulgated thereunder (California Code of Regulations,
14 Title 2, Section 7285 et seq.)
- 15 19.4 CONSULTANT, and its subcontractors if applicable, shall comply with Title VII of the
16 Civil Rights Act of 1964 and the Americans with Disabilities Act Amendments Act of
17 2008.
- 18 19.5 The applicable regulations of the Fair Employment and Housing Commission
19 implementing Government Code Sections 12990 (a-f), set forth in Chapter 5 of Division
20 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement
21 by reference and made a part hereof as if set forth in full.
- 22 19.6 The applicable regulations of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §
23 794(a)) are incorporated into this Agreement by reference and made a part hereof as if set
24 forth in full. CONSULTANT and its subcontractors shall give written notice of their
25 obligations under this clause to labor organizations with which they have a collective
26 bargaining or other agreement.
- 27 19.7 CONSULTANT shall include the nondiscrimination and compliance provisions of the
28 Paragraph in all subcontracts to perform work under this Agreement.

1 **20. NOTICES AND REPORTS.**

2 20.1 Any notice and report under this Agreement shall be in writing and may be given by
3 personal delivery or by mailing by certified mail, addressed as follows:

4 **COUNTY**

5 County of Imperial
6 Clerk of the Board of Supervisors
7 940 W. Main Street, Suite 209
8 El Centro, CA 92243

CONSULTANT

«Consultant_Business_Name»
«Consultant_Street_Address»
«Consultant_City_State»

9 20.2 Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-
10 two (72) hours after deposit in the United States mail, or twenty-four (24) hours after
11 deposit with an overnight carrier.

12 20.3 The addressees and addresses for purposes of this paragraph may be changed to any other
13 addressee and address by giving written notice of such change. Unless and until written
14 notice of change of addressee and/or address is delivered in the manner provided in this
15 paragraph, the addressee and address set forth in this Agreement shall continue in effect
16 for all purposes hereunder.

17 **21. ENTIRE AGREEMENT.**

18 This Agreement contains the entire Agreement between COUNTY and CONSULTANT relating to
19 the transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
20 understandings, provisions, negotiations, representations, or statements, either written or oral.

21 **22. MODIFICATION.**

22 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
23 unless the same is in writing and signed by both Parties.

24 **23. CAPTIONS.**

25 Captions in this Agreement are inserted for convenience of reference only and do not define,
26 describe, or limit the scope or intent of this Agreement or any of the terms thereof.

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1 **24. PARTIAL INVALIDITY.**

2 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void,
3 or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired
4 or invalidated in any way.

5 **25. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

6 As used in this Agreement and whenever required by the context thereof, each number, both
7 singular and plural, shall include all numbers, and each gender shall include both genders.
8 CONSULTANT as used in this Agreement or in any other document referred to in or made a part of this
9 Agreement shall likewise include the singular and the plural, a corporation, a partnership, individual,
10 firm, or person acting in any fiduciary capacity as executor, administrator, trustee, or in any other
11 representative capacity, or any other entity. All covenants herein contained on the part of
12 CONSULTANT shall be joint and several if more than one person, firm, or entity executes this
13 Agreement.

14 **26. WAIVER.**

15 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be
16 construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the
17 same or any other covenant or condition.

18 **27. CHOICE OF LAW.**

19 This Agreement shall be governed by the laws of the State of California. This Agreement is made
20 and entered into in Imperial County, California. To the extent permitted by law, any action brought by
21 either Party with respect to this Agreement shall be brought in a court of competent jurisdiction within
22 Imperial County, California. CONSULTANT waives its right under California Code of Civil Procedure
23 Section 394 to file a motion to transfer any action or proceeding arising out of this Agreement to another
24 venue.

25 **28. AUTHORITY.**

26 28.1 Each individual executing this Agreement on behalf of CONSULTANT represents and
27 warrants that:

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1 28.1.1 He/She is duly authorized to execute and deliver this Agreement on behalf of
2 CONSULTANT;

3 28.1.2 Such execution and delivery is in accordance with the terms of the Articles of
4 Incorporation or Partnership, any By-laws or Resolutions of CONSULTANT; and

5 28.1.3 This Agreement is binding upon CONSULTANT accordance with its terms.

6 28.2 CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of the
7 foregoing within thirty (30) days of execution of this Agreement.

8 **29. COUNTERPARTS.**

9 This Agreement (as well as any amendments hereto) may be executed in any number of
10 counterparts, each of which when executed shall be an original, and all of which taken together shall
11 constitute one and the same Agreement. No counterparts shall be effective until all Parties have executed
12 a counterpart hereof.

13 **30. REVIEW OF AGREEMENT TERMS.**

14 30.1 Each party has received the opportunity to obtain independent legal advice from its
15 attorneys with respect to the advisability of making the representations, warranties,
16 covenants, and agreements provided for herein, and with respect to the advisability of
17 executing this Agreement.

18 30.2 Each Party represents and warrants to and covenants with the other Party that:

19 31.2.1 This Agreement in its reduction to final written form is a result of extensive good
20 faith negotiations between the Parties and/or their respective legal counsel; and

21 31.2.2 The Parties and/or their legal counsel have carefully reviewed and examined this
22 Agreement for execution by said Parties.

23 30.3 Any statute or rule of construction that ambiguities are to be resolved against the drafting
24 Party shall not be employed in the interpretation of this Agreement.

25
26 [Signature Page to Follow]
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1 **IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed the
2 day and year first above written.

3
4 **COUNTY OF IMPERIAL**

<<CONSULTANT BUSINESS NAME>>

5
6 By: _____
7 Ryan E. Kelley, Chairman
8 Imperial County Board of Supervisors

By: _____
 «Consultant_Name_for_Signature»

9 **ATTEST**

10
11 _____
12 Blanca Acosta, Clerk of the Board,
13 County of Imperial, State of California

14 **APPROVED AS TO FORM**
15 Katherine Turner,
16 County Counsel

17 By: _____
18 «CC_Attorney»,
19 «CC_Attorney_Title»
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