

1 **AGREEMENT FOR SERVICES**

2 <<Consultant Business Name>>

3 This AGREEMENT, made and entered into this ____ day of _____, 2022, by and
4 between the **COUNTY OF IMPERIAL** (“COUNTY”), a political subdivision of the State of
5 California, through its County Executive Offices (“CEO”), and << Consultant Business Name >>, a
6 California Internal Revenue Code §501(c)(3) exempt, non-profit organization licensed to do business
7 within the State of California (“CONSULTANT”), (individually, “Party;” collectively, “Parties”), shall
8 be as follows:

9 **RECITALS**

10 **WHEREAS**, COUNTY seeks to contract with a community based provider of information
11 services as well as engagement and outreach skills and services to provide the local community with
12 information, scheduling and a channel of communication for the entire Lithium Valley and wider
13 Imperial Valley area to assure that the community is integrally included in the development, daily and
14 periodic impacts and progress as well as the benefits of the Lithium extraction and utilization operations
15 in this County; and

16 **WHEREAS**, CONSULTANT is experienced in engaging with individuals and families in the
17 community in implementing the proposed program (“PROGRAM”), that is tailored for and designed to
18 support the public information goals and objectives of the LITHIUM VALLEY SPECIFIC PLAN and
19 PROJECT; and

20 **WHEREAS**, based on CONSULTANT’s qualifications and experience in providing such
21 services, COUNTY desires to engage CONSULTANT to provide said services through its PROGRAM
22 on the terms and in the manner described herein.

23 **NOW, THEREFORE**, in consideration of their mutual covenants, the Parties have and hereby
24 agree to the following:

25 **1. RELATIONSHIP OF PARTIES.**

26 It is expressly understood that in all situations and circumstances arising out of the terms and
27 conditions of this AGREEMENT, no agency, employee, partnership, joint venture or other
28

1 relationship is established. The Parties shall not have any authority, express or implied, to act on
2 behalf of, bind, or obligate the other Party in any way without prior written consent.

3 **2. TERM.**

4 **2.1** The term of this AGREEMENT shall be from <<ILLUSTRATIVE DATE RANGE-
5 *Prospective CONSULTANT must delineate dates consistent with their proposed offer of*
6 *services*>> November 1, 2022 through October 31, 2023, unless otherwise modified or
7 terminated as provided for herein

8 **2.2** The Parties agree that time is of the essence as it relates to the terms and conditions of
9 this AGREEMENT.

10 **3. RESPONSIBILITIES OF PARTIES.**

11 **3.1** CONSULTANT shall administer its PROGRAM in accordance with the description and
12 expectations set forth - - - <<*the following is the portion of the contract where the*
13 *prospective consultant should provide specifics as to exactly what their proposed services*
14 *will accomplish*>> [Prospective Applicants should identify their specific activities/tasks
15 and time frames which are to be implemented that will fulfill the goals set forth in
16 Exhibit B to The Imperial County Purchasing Department’s “**REQUEST FOR**
17 **PROPOSALS TO CONDUCT COMMUNITY-BASED EDUCATION AND**
18 **ENGAGEMENT SERVICES REGARDING LITHIUM VALLEY SPECIFIC**
19 **PLAN and PROGRAMMATIC EIR**”] - - - , attached hereto and incorporated herein as
20 **Exhibit “A.”**

21 **3.2** COUNTY shall fund the PROGRAM as budgeted from its local, state, and/or federal
22 allocations in accordance with CONSULTANT’s <<ILLUSTRATIVE DATE RANGE>>
23 “Budget Proposal 2022-2023,” dated October 24, 2022, attached hereto and incorporated
24 herein as **Exhibit “B.”**

25 **4. PAYMENT.**

26 **4.1** COUNTY shall pay to CONSULTANT compensation for the services required to be
27 performed under this AGREEMENT, in an amount not to exceed <<EXAMPLE FIGURE
28

1 – *ILLUSTRATIVE ONLY*>> **Fifty thousand, one hundred eighty-eight dollars**
2 **(\$50,188.00)** as described in **Exhibit “B.”**

3 **4.2** Except as provided under Paragraph 4.1, COUNTY shall not be responsible to pay
4 CONSULTANT any other payments, compensation, expenses, fees, or other
5 remuneration.

6 **4.3** CONSULTANT shall submit a monthly invoice to the COUNTY. The invoice will
7 include a description of services rendered and costs.

8 **4.4** Statements shall be paid within thirty (30) days of COUNTY’s receipt, review, and
9 approval of the same.

10 **4.5** The budgeted amounts to fund the PROGRAM are contingent upon the COUNTY
11 receiving sufficient local, state, and/or federal appropriations. The COUNTY may, at its
12 discretion, adjust the amounts to be funded for the PROGRAM accordingly.

13 **5. FAIR EMPLOYMENT PRACTICES.**

14 During the performance of this AGREEMENT, the Parties shall not deny benefits to any person
15 on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability,
16 nor shall they discriminate unlawfully against employee or applicant for employment because of
17 race, religion, color, national origin, ancestry, physical handicap, mental disability, medical
18 condition, marital status, age, or sex. Parties shall ensure that the evaluation and treatment of
19 employees and applicants for employment are free of such discrimination.

20 **6. INDEMNIFICATION.**

21 **6.1** COUNTY agrees to indemnify, defend, and hold harmless CONSULTANT, their agents,
22 officers, and employees from and against all liability, expense, and claims for damages
23 arising from or in connection with the performance of this AGREEMENT to the extent
24 that such liability, expense, or claims for damages resulted from the sole negligence or
25 willful misconduct of COUNTY, its agents, officers, or employees.

26 **6.2** CONSULTANT agrees to indemnify, defend, and hold harmless COUNTY, their agents,
27 officers, and employees from and against all liability, expense, and claims for damages
28 arising from or in connection with the performance of this AGREEMENT to the extent

1 that such liability, expense, or claims for damages resulted from the sole negligence or
2 willful misconduct of CONSULTANT, its agents, officers, or employees.

3 **6.3** Notwithstanding Paragraphs 6.1 and 6.2, in the event that COUNTY and CONSULTANT
4 are both held to be negligently or willfully responsible, COUNTY and CONSULTANT
5 will bear their proportionate share of liability as determined in any such proceeding.
6 Each side will bear their own costs and attorney fees.

7 **7. ASSIGNMENT.**

8 **7.1** Neither this AGREEMENT nor any rights, duties, or obligations hereunder shall be
9 assignable by either Party without the prior written consent of the other.

10 **7.2** A Party may demand such assurances, including financial assurances, modification of
11 this AGREEMENT, or such other requirements as the Party in its sole discretion deems
12 advisable, as a condition to granting its consent to any assignee hereunder. Nothing
13 herein shall be construed as requiring a Party to grant such approval if that Party, in its
14 sole opinion, deems such grant of consent to be not in its best interests.

15 **7.3** Consent by a Party to an assignment or subcontract shall not release the other Party from
16 its primary liability under this AGREEMENT, and a Party's consent to one assignment or
17 subcontract shall not be deemed a consent to other assignments and/or subcontracts.

18 **8. INSURANCE REQUIREMENTS.**

19 **8.1** FOUNDATION, hereby agrees at its sole cost and expense, to obtain and maintain in full
20 force during the entire term of this AGREEMENT the following types of insurance:

21 **(a)** Commercial General Liability coverage in the minimum amount of one million
22 dollars (\$1,000,000) combined single limit to any one person ("CSL") and two
23 million dollars (\$2,000,000) aggregate for any one accident, including personal
24 injury, death, and property damage.

25 **(b)** Automobile Liability coverage in a minimum amount of one million dollars
26 (\$1,000,000) for bodily injury and property damage including owned, non-owned,
27 and hired vehicles.
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- 1 (c) To the extent required by law, Workers' Compensation coverage, in full
2 compliance with California statutory requirements, for all employees of
3 CONSULTANT and Employer's Liability in the minimum amount of one million
4 dollars (\$1,000,000).
- 5 (d) Wrongful Act insurance in a minimum amount of one million dollars
6 (\$1,000,000) per occurrence.

7 **8.2** Special Insurance Requirements. All insurance required under Paragraph 8.1 shall:

- 8 (a) Be procured from an insurer authorized to do business in California.
- 9 (b) Be primary coverage as respects COUNTY and any insurance or self-insurance
10 maintained by COUNTY shall be in excess of CONSULTANT's insurance
11 coverage and shall not contribute to it.
- 12 (c) Name COUNTY as an additional insured on all policies and provide that
13 COUNTY may recover for any loss suffered by COUNTY by reason of
14 CONSULTANT's negligence.
- 15 (d) Not be canceled, non-renewed, or reduced in scope of coverage until after thirty
16 (30) days written notice has been given to the COUNTY. However,
17 CONSULTANT may not terminate such coverage until it provides COUNTY
18 with proof that equal or better insurance has been secured and is in place.
19 Cancellation or change without the prior written consent of the COUNTY shall, at
20 the option of the COUNTY, be grounds for termination of this AGREEMENT.

21 **8.3** Additional Insurance Requirements.

- 22 (a) 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 (b) Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any
25 insurance policy required by this AGREEMENT, the CONSULTANT shall, if
26 requested by COUNTY, cause to be given to COUNTY satisfactory evidence that
27 insurance policy premiums have been paid together with a duplicate copy of the
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1 policy or a certificate evidencing the policy and executed by the insurance
2 company issuing the policy or its authorized agent.

3 (c) CONSULTANT agrees to provide COUNTY with the following insurance
4 documents on or before the effective date of this AGREEMENT:

5 1. Complete copies of certificates of insurance for all required coverages,
6 including Additional Insured Endorsements, which shall be attached
7 hereto as **Exhibit "C"** and incorporated herein. CONSULTANT will use
8 its best efforts to provide the thirty (30) days Notice of Cancellation
9 Clause endorsement on or before effective date of this AGREEMENT.

10 2. The documents enumerated in Paragraph 8.1 shall be sent to the following:

11 (i) County of Imperial
12 Risk Management Department
13 Re: CEO Lithium Valley SB125 Project
14 940 Main Street, Ste. 101
15 El Centro, CA 92243

16 **and**

17 (ii) Imperial County Executive Office
18 Re: Lithium Valley SB125 Project
19 940 West Main Street, Suite 208
20 El Centro, CA 92243

21 (d) Nothing in this, or any other provision of this AGREEMENT, shall be construed
22 to preclude the CONSULTANT from obtaining and maintaining any additional
23 insurance policies in addition to those required pursuant to this AGREEMENT.

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

26 1. Includes contractual liability.

27 2. Does not contain a "pro rata" provision which looks to limit the insurer's
28 liability to the total proportion that its policy limits bear to the total
coverage available to the insured.

3. Does not contain an "excess only" clause which requires the exhaustion of
other insurance prior to providing coverage.

- 1 4. Does not contain an “escape clause” which extinguishes the insurer’s
- 2 liability if the loss is covered by other insurance.
- 3 5. Includes COUNTY as an additional insured.
- 4 6. States that it is primary insurance and regards COUNTY as an additional
- 5 insured and contains a cross-liability or severability of interest clause.

6 **9. BINDING.**

7 This AGREEMENT shall be binding upon and shall inure to the benefit of the heirs, successors,

8 and assigns of the Parties hereto.

9 **10. AMENDMENTS.**

10 No modification, waiver, amendment, discharge, or change of this AGREEMENT shall be valid

11 unless the same is in writing and signed by both Parties.

12 **11. WAIVER.**

13 No waiver of any breach or of any of the covenants or conditions of this AGREEMENT shall be

14 construed to be a waiver of any other breach or to be consent to any further or succeeding breach

15 of the same or any other covenant or condition.

16 **12. TERMINATION OF AGREEMENT.**

17 **12.1** Either of the Parties may terminate this AGREEMENT without cause by giving the other

18 Party written notice at least thirty (30) days prior to the date of termination. Each Party

19 shall fully pay and discharge all obligations in favor of the other occurring prior to the

20 date of such termination. After termination, neither Party shall have any further

21 obligation to the other as a result of this AGREEMENT.

22 **12.2** Funding Authorization

23 **(a)** This Agreement is valid and enforceable subject to sufficient funds being made

24 available to the COUNTY by the State Department of Social Services for the

25 period of time covered by this contract as stated in the contract term section and

26 subject to authorization and appropriation of sufficient funds pursuant to the

27 State's Budget Act.

1 (b) In the event the United States Government and/or the State government do not
2 authorize and appropriate sufficient funds for the State to allocate amounts to the
3 COUNTY pursuant to the payment provisions of the Agreement, it is mutually
4 agreed that:

5 1. The Agreement shall be amended to reflect any reduction in the payment
6 provisions and the performance provisions.

7 2. To the extent there is insufficient money for the contract to be considered
8 valid and enforceable pursuant to subdivision 12.2(a), the contract will be
9 terminated with thirty (30) days prior written notice in accordance with
10 subdivision 12.1.

11 **13. NOTICES AND COMMUNICATIONS.**

12 Any notice by either Party to the other shall be personally delivered to the Party or sent by
13 certified mail, return receipt requested, to the addresses set forth below, or to such other
14 addresses as a Party may from time to time notify the other in writing.

15 **FOR COUNTY OF IMPERIAL:**

16 **IMPERIAL COUNTY EXECUTIVE OFFICE**

17 Attn: Miguel Figueroa; Rebecca Terrazas-Baxter
18 Imperial County Executive Office
19 Re: Lithium Valley SB125 Project
940 West Main Street, Suite 208
El Centro, CA 92243

20 **CLERK OF THE BOARD**

21 Attn: Clerk of the Board
22 County of Imperial
940 W. Main Street, Suite 209
23 El Centro, CA 92243

24 **FOR CONSULTANT:**

25 <<Consultant Business Name>>
26 Re: CEO Lithium Valley SB125 Project
27 <<Consultant Street Address>>
<<Consultant City State Zip Code>>

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1 **14. CHOICE OF LAW.**

2 This AGREEMENT shall be governed by the laws of the State of California. This
3 AGREEMENT is made and entered into in Imperial County, California. Any action brought by
4 any Party with respect to this AGREEMENT shall be brought in a court of competent
5 jurisdiction within said County.

6 **15. PARTIAL INVALIDITY.**

7 If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid,
8 void, or unenforceable, the remaining provisions shall continue in full force and effect.

9 **16. AUTHORITY.**

10 Each individual executing this AGREEMENT on behalf of COUNTY and CONSULTANT
11 represent and warrant that:

12 **16.1** He/She is duly authorized to execute and deliver this AGREEMENT on behalf of the
13 COUNTY or the CONSULTANT, as applicable; and

14 **16.2** Such execution and delivery is in accordance with the statutory authorities, rules,
15 regulations, by-laws, and/or resolutions of each department, as applicable; and

16 **16.3** This AGREEMENT is binding upon the respective Parties in accordance with its terms.

17 **17. ENTIRE AGREEMENT.**

18 This AGREEMENT constitutes the sole and complete AGREEMENT between the Parties. Any
19 and all agreements or services respecting this AGREEMENT or any other matters pertaining to
20 this AGREEMENT are null and void.

21 **18. REVIEW OF AGREEMENT TERMS.**

22 **18.1** Each Party has had the opportunity to receive independent legal advice from its
23 attorney(s) with respect to the advisability of making the representations, warranties,
24 covenants and agreements provided for herein, and with respect to the advisability of
25 executing this Agreement.

26 **18.2** No presumption or rule that ambiguities shall be construed against the drafting party shall
27 apply to the interpretation or enforcement of the same or any subsequent amendments
28 thereto.

1 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first
2 above written.

3 **COUNTY OF IMPERIAL**

<<**Consultant Business Name**>>

4
5
6 By: _____
7 Jesus Eduardo Escobar, Chairman
8 Imperial County Board of Supervisors

By: _____
<<Consultant Name For Signature>>

9 **ATTEST:**

10
11
12 By: _____
13 Blanca Acosta,
14 Clerk of the Board of Supervisors

15 **APPROVED AS TO FORM:**

16 Eric Havens
17 County Counsel

18
19 By: _____
20 Andrew Briseno,
21 Deputy County Counsel