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**GRANT AGREEMENT**

**BETWEEN**

**COUNTY OF IMPERIAL (“COUNTY” OR “GRANTOR”)  
PUBLIC HEALTH DEPARTMENT (“PHD”)**

**AND**

\_\_\_\_\_ (**“GRANTEE”**)

This Grant Agreement (“Grant Agreement” or “Agreement”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **COUNTY OF IMPERIAL** (“County” or “Grantor”), a political subdivision of the State of California, through its Public Health Department (“PHD”), and \_\_\_\_\_ (“Grantee”), referred to individually as “Party” and collectively as “Parties” shall be as follows:

**RECITALS**

**WHEREAS**, County has access to funding from State and federal sources;

**WHEREAS**, County desires to retain a qualified individual, firm or business entity to \_\_\_\_\_ (“Project”);

**WHEREAS**, Grantee represents that it is qualified and experienced to perform the Project services; and

**WHEREAS**, County desires to engage Grantee to provide services by reason of its qualifications and experience for performing such services, and Grantee has offered to provide the services required for the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the Parties, the Parties agree as follows:

**1. INCORPORATION OF RECITALS.**

Parties hereby certify that to the best of their knowledge, the above recitals are true and correct. The above recitals are hereby adopted and incorporated within this Agreement.

**2. DEFINITIONS.**

**2.1.** “Request for Proposal” or “RFP” shall mean the document that describes the Project and project requirements to prospective bidders entitled, “\_\_\_\_\_” dated \_\_\_\_\_. The Request for Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference.

**2.2.** “Proposal” shall mean Grantee’s document entitled, “**Proposal Cover Sheet,**”

signed \_\_\_\_\_, with all attachments, submitted to County's Department of Public Health. The Proposal is attached hereto as **Exhibit "B"** and incorporated herein by reference.

**3. CONTRACT COORDINATION.**

- 3.1. The Director of Public Health, or his/her designee, shall be the representative of County for all purposes under this Agreement. The Director of Public Health, or his/her designee, is hereby designated as the Contract Manager for County. He/she shall supervise the progress and execution of this Agreement.
- 3.2. Grantee shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of County's Contract Manager.

**4. DESCRIPTION OF WORK.**

Grantee shall provide all materials and labor to perform this Agreement consistent with the RFP and Proposal, as set forth in **Exhibits "A" and "B."** In the event of a conflict amongst this Agreement, the RFP and the Proposal, the RFP shall take precedence over the Proposal, and the Agreement shall take precedence over both.

**5. WORK TO BE PERFORMED BY GRANTEE.**

- 5.1. Grantee shall comply with all terms, conditions, and requirements of the RFP, the Proposal, and this Agreement.
- 5.2. Grantee shall perform such other tasks as necessary and proper for the full performance of the obligations assumed by Grantee hereunder.
- 5.3. Grantee shall:
  - 5.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that may be necessary and incidental to the due and lawful prosecution of the services to be performed by Grantee under this agreement;
  - 5.3.2. Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders and decrees which may affect those engaged or employed under this Agreement;
  - 5.3.3. At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and
  - 5.3.4. Immediately report to County's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans, drawings, specifications or provisions of this Agreement.

**6. REPRESENTATIONS BY GRANTEE.**

- 6.1. Grantee understands and agrees that County has limited knowledge in the multiple areas specified in the Proposal. Grantee has represented itself to be an expert in these fields and understands that County is relying upon such representation.
- 6.2. Grantee represents and warrants that it possesses all required licenses and authorities to do business in the State of California and perform all aspects of this

Agreement.

- 6.3. Grantee shall not commence any work under this Agreement or provide any other services, or materials, in connection therewith until Grantee has received written authorization from County's Contract Manager to do so.
- 6.4. Grantee represents and warrants that the people executing this Agreement on behalf of Grantee have the authority of Grantee to sign this Agreement and bind Grantee to the performance of all duties and obligations assumed by Grantee herein.
- 6.5. Grantee represents and warrants that any employee, subcontractor, and/or agent who will be performing any of the duties and obligations of Grantee herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.
- 6.6. Grantee represents and warrants that the representations contained in the Proposal are true and correct.
- 6.7. Grantee understands that County considers the representations made herein to be material and would not enter into this Agreement with Grantee if such representations were not made.
- 6.8. Grantee understands and agrees not to discuss this Agreement or work performed pursuant to this Agreement with anyone not a party to this Agreement without the prior written consent of County, except as required by applicable state or federal law or regulation, or to satisfy any reporting requirements, including disclosures made in Grantee's annual reports, and funding documents. Grantee further agrees to immediately advise County of any contacts or inquiries made by anyone not a party to this Agreement with respect to work performed pursuant to this Agreement.
- 6.9. Prior to accepting any work under this Agreement, Grantee shall perform a due diligence review of its files and advise County of any conflict or potential conflict Grantee may have with respect to the work requested.
- 6.10. Grantee understands and agrees that in the course of performance of this Agreement, Grantee may be provided with information or data considered by the owner or the County to be confidential. County shall clearly identify such information and/or data as confidential. Grantee shall take all necessary steps necessary to maintain such confidentiality including but not limited to restricting the dissemination of all material received to those required to have such data in order for Grantee to perform under this Agreement.
- 6.11. Grantee represents that Key Personnel, that is, Principal Investigator and Co-Principal Investigator, dedicated to this project, as identified in Grantee's Proposal, will be the people to perform the tasks identified therein. Grantee will not substitute other personnel or engage any contractors to work on any tasks identified herein without prior written notice to County.

**7. RELATIONSHIP OF PARTIES.**

It is expressly understood that in all situations and circumstances arising out of the terms and conditions of this Agreement, no agency, employment, partnership, joint venture or other relationship is established. The Parties shall not have any authority, express or implied, to act on behalf of, bind, or obligate the other Party in any way without prior written consent.

**8. GRANT TERM.**

- 8.1. The term of this Grant Agreement shall be for a period of \_\_\_\_\_ months from \_\_\_\_, 2023 through \_\_\_\_, 2024, unless otherwise modified or terminated, as provided for herein.
- 8.2. If Grantee needs additional time to complete the Project, including any follow up work requested by the County, the term of the Agreement may be extended by mutual agreement for up to three (3) months.
- 8.3. Extension of Grant Term is subject to approval by County.
- 8.4. The Parties agree that time is of the essence as it relates to the terms and conditions of this Grant Agreement. Program scheduling shall be as described in the Exhibits unless revisions are approved by both County's Contract Manager and Grantee's Contract Manager. Time extensions may be allowed for delays caused by County, other governmental agencies or factors not directly brought about by the negligence or lack of due care on the part of Grantee.

**9. GRANT AMOUNT.**

- 9.1. The total amount of the grant is \$\_\_\_\_\_.
- 9.2. Grant disbursements will be made in accordance with Paragraph 11 of this Agreement (Method of Payment).

**10. EXPENDITURE OF GRANT FUNDS.**

- 10.1. The funds provided may be spent only in accordance with the provisions of Grantee's funding request and budget as approved. Grantee's budget is attached hereto and incorporated herein as contained in **Exhibit "B," Grantee's Proposal.**
- 10.2. The program and budget are subject to modification only with Grantor's prior written approval. Questions that may arise about the program responsibilities, goals, expected results, and workplan are resolved by reference to these documents. Grantor reserves the right to exercise oversight, in whatever manner it deems suitable with respect to Grantee's use of these funds.

**11. METHOD OF PAYMENT.**

- 11.1. Grantee will, at any time prior to the fifteenth (15th) day of the month, submit to County a written a grant disbursement request ("Invoice"). The Invoice will include a description of services rendered and costs. The claim shall be in a format approved by County. No payment shall be made by County prior to the claims being approved in writing by County's Contract Manager or his/her designee.
- 11.2. Grantee may expect to receive payment within a reasonable time thereafter and in any event in the normal course of business within thirty (30) days after the Invoice is submitted.
- 11.3. Disbursements of the budgeted grant amounts are contingent upon the County receiving sufficient appropriations.

**12. REVERSION OF GRANT FUNDS:**

Grantee will return to Grantor any unexpended funds at the close of the grant period. Funds also shall be promptly returned:

- a) If Grantor determines that Grantee has not performed in accordance with the Terms of Grant, and approved program and budget.
- b) Nonprofit Organizations: If Grantee loses its exemption from federal income tax as provided for under section 501(c)(3) of the Code.

**13. MONTHLY REPORTS TO GRANTOR:**

Grantee will furnish Grantor with monthly written reports addressing all points listed in the following guidelines. These reports will supply sufficient information for Grantor to determine that the grant is being used for the purposes intended and for Grantor to fulfill its own public reporting responsibilities. Progress reports are designed to provide periodic assessments of activities being supported by Grantor. They should be submitted on a monthly basis and should include the following information:

- a) A summary of receipts and expenditures. Each report shall provide an itemized statement of costs incurred by Grantee in performance of this agreement. Reports on other functions performed under this contract shall be submitted from time to time and in a form satisfactory to Grantor.
- b) A description of work conducted by Grantee during the period in pursuit of the general objectives set forth in the grant proposal.
- c) An evaluation of the impact and results of work undertaken and an assessment of progress that has been made in meeting stated goals. Grantee is encouraged to report not only the positive results of its activities, but also any problems that have arisen along with a description of measures that have or will be put into practice to resolve them.
- d) A description and explanation of any changes in the nature, methodology, and/or objectives of the project as presented in the initial funding proposal.

**14. QUARTERLY REPORTS TO GRANTOR / COUNTY BOARD OF SUPERVISORS:**

Grantee will furnish Grantor with quarterly progress reports consisting of statistics, activities completed to achieve grant objectives, and description of overall progress. Grantee may be required to make quarterly presentation to the County's Board of Supervisors on the progress of the Project.

**15. COLLABORATION WITH THIRD PARTIES:**

**15.1.** Grantee may be required to collaborate with third parties.

**15.2.** Grantee is also highly encouraged to connect with local organizations, stakeholders and community members to ensure the impacted communities are kept informed about the Project's progress.

**16. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.**

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

**16.1.** Grantee shall maintain all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to Grantee's charges for services or expenditures and disbursements charged to County for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Grantee pursuant to this Agreement.

**16.2.** Grantee shall maintain all reports, documents, and records, which demonstrate performance under this Agreement for a minimum period of five (5) years, or for

any longer period required by law, from the date of termination or completion of this Agreement.

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

**17. SUSPENSION OF AGREEMENT.**

County's Contract Manager shall have the authority to suspend this Agreement, in whole or in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part of Grantee to perform any provision of this Agreement. Grantee will be paid the compensation due and payable to the date of suspension.

**18. TERMINATION.**

Either Party may terminate this Agreement for convenience in whole or in part, at any time, by providing the other Party a thirty (30) days written notice. Contractor shall be entitled to payment for services properly performed prior to the date of postponement, suspension or termination. The Parties shall negotiate in good faith through their authorized representatives to resolve any dispute arising out of or relating to this Agreement, before pursuing any action in court.

**19. NON-APPROPRIATION.**

This Agreement is based upon the availability of public funding. In the event that public funds are unavailable and not appropriated for the performance of the services set forth in this Agreement, the Agreement shall be terminated without penalty after written notice to Grantee of the unavailability and/or non-appropriation of funds.

**20. INSPECTION.**

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

**21. INTELLECTUAL PROPERTY RIGHTS.**

**21.1. Definitions**

**21.1.1.** "County Technology" shall mean all tangible materials, inventions, works of authorship, software, information and data solely conceived of or developed by County in the performance of the scope of work using County's facilities and personnel.

**21.1.2.** "Grantee Technology" shall mean all tangible materials, inventions, works of authorship, software, information and data solely conceived of or developed by Grantee personnel and using Grantee facilities under this Agreement.

**21.1.3.** "Joint Technology" or "Technology" shall mean technology that is jointly

developed by Grantee and County personnel.

- 21.1.4.** “Inventorship” is a term of art defined by applicable United States patent law. “The threshold question in determining inventorship is who conceived the invention. Unless a person contributes to the conception of the invention, he is not an inventor. ... Insofar as defining an inventor is concerned, reduction to practice, per se, is irrelevant [except for simultaneous conception and reduction to practice, *Fiers v. Revel*, 984 F.2d 1164, 1168, 25 USPQ2d 1601, 1604-05 (Fed. Cir. 1993)].
- 21.2.** Grantee agrees that County shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all County Technology
- 21.3.** County agrees that Grantee shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to Grantee Technology
- 21.4.** Parties agree that Joint Technology shall be jointly owned.
- 21.5.** Inventorship will be determined according to U.S. patent law. Grantee shall promptly notify the County's Principal Investigator in writing of any such inventions or discoveries.
- 21.6.** Grantee shall grant to County an irrevocable, royalty-free, non-transferable, nonexclusive right and license to use, reproduce, make derivative works, display, and perform publicly any Grantee Technology first developed or delivered under this Agreement, for any non-commercial, academic, or research purposes.

**22. PUBLICATIONS AND PRESENTATIONS BY GRANTEE.**

Draft publications and/or presentations shall be submitted for review to County at least sixty (60) days prior to submission for publication and/or presentation. County reserves the right to comment and request reasonable modifications and/or redactions based upon the need to protect proprietary information, including other Protected Individual Information (PII), which would jeopardize County's proprietary and protected information. Grantee will work with County to appropriately modify the proposed publication for the protection of proprietary information and/or data. The delay will not exceed 90 days total. A non-response by County will be considered concurrence that materials presented for publication and/or presentation are acceptable.

**23. WORK PRODUCT OWNERSHIP.**

All materials produced by Grantee in response to the scope of work, such as original drawings, videotapes, studies, sketches, computations, reports, information, data and other materials given to or prepared or assembled by or in the possession of Grantee pursuant to this Agreement, except for intellectual property rights discussed under Paragraph “21” (Intellectual Property Rights) above, shall become the permanent property of County and shall be delivered to County upon demand, whether or not completed, and shall not be made available to any individual or organization without the prior written approval of County.

**24. CONFLICT OF INTEREST.**

**24.1.** Grantee covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

- 24.2.** Grantee covenants that, in the performance of this Agreement, no sub-contractor or person having such an interest shall be employed.
- 24.3.** Grantee certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of County.

**25. INDEMNIFICATION.**

To the extent permitted by law, Grantee shall defend, indemnify and hold County, its officers, agents, employees and volunteers from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Grantee, its respective officers, agents or employees.

To the extent permitted by law, County shall defend, indemnify and hold harmless the Grantee and its officers, employees, representatives and agents from and against any and all liability, loss expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its respective officers, agents or employees.

**26. INSURANCE.**

**26.1.** Grantee hereby agrees, at its sole cost and expense, to obtain and maintain in full force during the entire Term of this Agreement (or extended term thereof) the following types of insurance as detailed below:

**26.1.1. Commercial General Liability.** Coverage in a minimum amount of one million dollars (\$1,000,000) combined single limit to any one person, and two million dollars (\$2,000,000) aggregate for any one accident, including personal injury, death, and property damage.

**26.1.2. Professional Liability.** Errors and Omissions coverage in a minimum amount of two million dollars (\$2,000,000) per person, per occurrence.

**26.1.3. Automobile Liability.** Coverage in a minimum amount of one million dollars (\$1,000,000), including owned, non-owned, and hired vehicles.

**26.1.4. Workers' Compensation.**

- (a) Coverage, if applicable, in full compliance with California statutory requirements, for all employees of Grantee.
- (b) Prior to the commencement of work, Grantee shall sign and file with County the following certification: "I am aware of the provisions of California Labor Code §§3700 et seq. which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
- (c) This certification is included in this Agreement and signature of the Agreement shall constitute signing and filing of the certificate.
- (d) Grantee understands and agrees that any and all employees, regardless of hire date, shall be covered by Workers'

Compensation pursuant to statutory requirements prior to beginning work on the Project.

- (e) Workers' Compensation coverage shall not be required if Grantee does not, at any time, have any employees during the term of this Agreement, and any extension thereof.
  - (i) If Grantee does not have any employees, initial here\_\_\_\_\_.
  - (ii) Should this status change, Grantee shall immediately notify County in writing and comply with the insurance requirements above.

**26.1.5. Employers Liability.**

- (a) Coverage, if applicable, in the minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and disease.
- (b) Employer's Liability coverage shall not be required if Grantee does not, at any time, have any employees during the term of this Agreement, and any extension thereof.
  - (i) If Grantee does not have any employees, initial here\_\_\_\_\_.
  - (ii) Should this status change, Grantee shall immediately notify County in writing and comply with the insurance requirements above.

**26.2. Special Insurance Requirements. All insurance required shall:**

- 26.2.1.** 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.
- 26.2.2.** Be primary coverage as respects County and any insurance or self-insurance maintained by County shall be in excess of Grantee's insurance coverage and shall not contribute to it.
- 26.2.3.** Name the County of Imperial and its officers, employees, and volunteers as additional insured on all policies, except Workers' Compensation insurance and Errors & Omissions insurance, and provide that County may recover for any loss suffered by County due to Grantee's negligence.
- 26.2.4.** State that it is primary insurance and regards County as an additional insured and contains a cross-liability or severability of interest clause.
- 26.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to County. Grantee may not terminate such coverage until it provides County with proof that equal or better insurance has been secured and is in place. Cancellation or change without prior written consent of County shall, at the option of County, be grounds for termination of this Agreement.
- 26.2.6.** If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase to liability insurance to the level then customary in similar County Agreements by giving sixty (60) days notice to Grantee.

**26.3. Additional Insurance Requirements.**

- 26.3.1.** County is to be notified immediately of all insurance claims. County is also to be notified if any aggregate insurance limit is exceeded.

**26.3.2.** The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

- (a) Includes contractual liability;
- (b) Does not contain any exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the “XCU Hazards;”
- (c) Does not contain a “pro rata” provision which looks to limit the insurer’s liability to the total proportion that its policy limits bear to the total coverage available to the insured;
- (d) Does not contain an “excess only” clause which require the exhaustion of other insurance prior to providing coverage;
- (e) Does not contain an “escape clause” which extinguishes the insurer’s liability if the loss is covered by other insurance;
- (f) Includes County as an additional insured; and
- (g) States that it is primary insurance and regards County as an additional insured and contains a cross-liability or severability of interest clause.

**26.4.** Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, Grantee shall, if requested by County, provide County satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

**26.5.** Certificates of Insurance.

**26.5.1.** Grantee agrees to provide County with the following insurance documents on or before the effective date of this Agreement:

- (a) Complete copies of certificates of insurance for all required coverages including additional insured endorsements shall be attached hereto as **Exhibit “C”** and incorporated herein.
- (b) The documents enumerated in this Paragraph shall be sent to the following two County Departments - Public Health Department and Risk Management Department - at the addresses provided below:

County of Imperial Public Health Department 935 Broadway El Centro, CA 92243	County of Imperial Risk Management Department 940 Main Street, Suite 101 El Centro, CA 92243
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**26.6.** Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude Grantee from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

**27. ASSIGNMENT.**

Neither this Agreement nor any duties or obligations hereunder shall be assignable by Grantee without the prior written consent of County. Grantee may employ other specialists to perform services as required with prior approval by County.

**28. FAIR EMPLOYMENT PRACTICES.**

County is committed to maintaining a diverse workforce and an inclusive work environment. County does not tolerate discrimination in employment, employment-related decisions, or in business dealings on the basis of race, color, ancestry, age, sex, sexual orientation, religion, disability, ethnicity, national origin, veteran status, marital status, pregnancy, or any other legally protected status. County strives to provide an environment free of discrimination to our associates, suppliers, and contractors. During the performance of this Agreement, the Parties shall comply with all applicable state and federal fair labor practices statutes to ensure a work environment free of such discrimination.

**28.1.** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status and denial of family care leave.

**28.2.** Grantee and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

**28.3.** Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).

**28.4.** The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

**28.5.** The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

**28.6.** Grantee and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**28.7.** Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

**29. NOTICES AND REPORTS.**

**29.1.** Any notice and reports under this Agreement shall be in writing and may be given by personal delivery or by mailing by certified mail, addressed as follows:

<b>County</b>	<b>Grantee</b>
County of Imperial Public Health Department 935 Broadway El Centro, CA 92243	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>
County of Imperial Clerk of the Board of Supervisors 940 W. Main Street, Suite 209 El Centro, CA 92243	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>

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

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

**30. ENTIRE AGREEMENT.**

This Agreement and Exhibits incorporated herein by reference shall constitute the entire agreement between the Parties, and shall supersede all prior agreements, understandings and negotiations between the Parties with respect to the subject matter hereof.

**31. MODIFICATION.**

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

**32. CAPTIONS.**

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

**33. PARTIAL INVALIDITY.**

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

**34. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

**34.1.** As used in this Agreement and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender

shall include a gender.

**34.2.** Grantee as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include the singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity.

**34.3.** All covenants herein contained on the part of Grantee shall be joint and several if more than one person, firm or entity executes the Agreement.

**35. WAIVER.**

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

**36. CHOICE OF LAW.**

This Agreement shall be governed by the laws of the State of California. This Agreement is made and entered into in Imperial County, California. Any action brought by either party with respect to this agreement shall be brought in a court of competent jurisdiction within said County.

**37. AUTHORITY.**

**37.1.** Each individual executing this Agreement on behalf of Grantee represents and warrants that:

**37.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of Grantee;

**37.1.2.** Such execution and delivery is in accordance with the terms of the Articles of Incorporation or Partnership, any by-laws or Resolutions of Grantee and;

**37.1.3.** This Agreement is binding upon Grantee accordance with its terms.

**37.2.** Grantee shall deliver to County evidence acceptable to County of the foregoing within thirty (30) days of execution of this Agreement.

**38. COUNTERPARTS.**

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

**39. REVIEW OF AGREEMENT TERMS.**

**39.1.** Each Party has had the opportunity to receive independent legal advice from its attorneys with respect to the advisability of making the representations, warranties, covenants and agreements provided for herein, and with respect to the advisability of executing this Agreement.

**39.2.** Each Party represents and warrants to and covenants with the other Party that:

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

**39.2.2.** The Parties and their legal counsel have had the opportunity to carefully

review and examine this Agreement for execution by said Parties.

**39.3.** Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

**40. BINDING.**

This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, and assigns of the Parties hereto.

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

**COUNTY OF IMPERIAL / GRANTOR**

**GRANTEE**

By: \_\_\_\_\_  
Ryan E. Kelley, Chairperson  
Imperial County Board of Supervisors

By: \_\_\_\_\_  
Name and Title  
Organization

**ATTEST:**

By: \_\_\_\_\_  
Blanca Acosta, Clerk of the Board  
Imperial County, Office of the Clerk of the Board

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
Janette Angulo, Director  
Imperial County, Public Health Department

**APPROVED AS TO FORM:**

**Eric Havens, County Counsel**

By: \_\_\_\_\_  
Steven Yonan, Deputy County Counsel  
Imperial County, Office of County Counsel

EXHIBIT A:

REQUEST FOR PROPOSAL:

EXHIBIT B:  
GRANTEE'S PROPOSAL

EXHIBIT C:  
INSURANCE DOCUMENTS