

1 AGREEMENT FOR SERVICES

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3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into effective
4 _____, 2024, is by and between the **COUNTY OF IMPERIAL**, a political subdivision of
5 the State of California (“COUNTY”) and _____, an active California corporation
6 (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

7 **W I T N E S S E T H**

8 **WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to provide
9 professional security services at certain COUNTY locations, properties, and facilities located in Imperial
10 County, California (“the Project”); and

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

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

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

18 1. DEFINITIONS.

19 1.1. “Request for Qualifications” or “RFQ” shall mean that document that describes the Project
20 and project requirements to prospective bidders entitled “_____,” dated _____.
21 The Request for Qualifications is attached hereto as **Exhibit “A”** and incorporated herein by this reference.

22 1.2. “Proposal” shall mean CONSULTANT’s document entitled “_____” dated
23 _____. The Proposal is attached as **Exhibit “B”** and incorporated herein by reference.

24 1.3. “Fee Proposal” shall mean CONSULTANT’s document entitled “_____”.
25 The Fee Proposal is attached as **Exhibit “C”** and incorporated herein by reference.

26 1.4. “Scope of Services” shall mean Exhibit “A” beginning on Page 11 of the RFQ and entitled
27 “Scope of Services and County Facility Service Locations.” The Scope of Services and County facility list
28 designating where security services are needed may be modified at any time by the County’s Contract

1 Manager, in which case an updated Scope of Services will be provided in writing to CONSULTANT.
2 While COUNTY is responsible for the completeness and accuracy of the Scope of Services,
3 CONSULTANT is required to review the Scope of Services and promptly report any errors or omissions to
4 COUNTY. COUNTY's Contract Manager shall pre-approve guard assignments.

5 2. TERM.

6 2.1 This Agreement shall become effective on the Effective Date and the term of this
7 Agreement shall be three (3) years from the Effective Date ("Term"). However, the Parties have the
8 option to extend this Agreement for two (2) additional two (2) year terms, provided the agreement to
9 extend is in writing and mutual between the Parties (individually, "Extension Term;" collectively
10 "Extension Terms").

11 2.2 In the event that there is a continuation of services and there is not a written mutually
12 executed exercise of a then existing two (2) year option term, then such services are to be compensated
13 as a holdover of the earlier Agreement on a month-to-month basis upon the terms and conditions
14 originally set as operationally modified during the term of the Agreement. Such an eventuality is
15 contemplated by the parties, for instance when the COUNTY is engaged in the solicitation and
16 negotiation of a new Contract for services concerning services of the type being provided by
17 CONSULTANT.

18 3. CONTRACT COORDINATION.

19 3.1. COUNTY's Executive Officer ("CEO") shall be the representative of COUNTY for all
20 purposes under this Agreement. The CEO or his/her designated representative, is hereby designated as the
21 Contract Manager for COUNTY. He/She shall supervise the progress and execution of this Agreement.

22 3.2. CONSULTANT shall assign a single Contract Manager to have overall responsibility for
23 the progress and execution of this Agreement. _____ is hereby designated as the Contract
24 Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this
25 Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be
26 subject to the prior written acceptance and approval of COUNTY's Contract Manager.

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1 4. DESCRIPTION OF WORK.

2 CONSULTANT shall provide all materials and labor to perform this Agreement consistent with the
3 RFQ and the Proposal, as set forth in **Exhibits “A” and “B.”** In the event of a conflict among this
4 Agreement, the RFQ, and the Proposal, the RFQ shall take precedence over the Proposal and this
5 Agreement shall take precedence over both.

6 5. WORK TO BE PERFORMED BY CONSULTANT.

7 5.1. CONSULTANT shall comply with all terms, conditions and requirements of the Proposal
8 and this Agreement.

9 5.2. CONSULTANT shall perform such other tasks as necessary and proper for the full
10 performance of the obligations assumed by CONSULTANT hereunder.

11 5.3. CONSULTANT shall:

12 5.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that
13 may be necessary and incidental to the due and lawful prosecution of the services to be performed
14 by CONSULTANT under this agreement;

15 5.3.2. Keep itself fully informed of all existing and proposed federal, state and local laws,
16 ordinances, regulations, orders and decrees which may affect those engaged or employed under this
17 Agreement, any materials used in CONSULTANT’s performance under this Agreement or the
18 conduct of the services under this Agreement;

19 5.3.3. At all times observe and comply with, and cause all of its employees to observe and
20 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

21 5.3.4. Immediately report to COUNTY’s Contract Manager in writing any discrepancy or
22 inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above
23 in relation to any plans, drawings, specifications or provisions of this Agreement.

24 5.4. Any videotape, reports, information, data or other material given to, or prepared or
25 assembled by, CONSULTANT under this Agreement shall be the property of COUNTY and shall not be
26 made available to any individual or organization by CONSULTANT without the prior written approval of
27 COUNTY’s Contract Manager.

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1 6. REPRESENTATIONS BY CONSULTANT.

2 6.1. CONSULTANT understands and agrees that COUNTY has limited knowledge in the
3 multiple areas specified in the Proposal. CONSULTANT has represented itself to be expert in these fields
4 and understands that COUNTY is relying upon such representation.

5 6.2. Subject to paragraph 6.2.1, CONSULTANT represents and warrants that it is a lawful entity
6 possessing all required licenses and authorities to do business in the State of California and perform all
7 aspects of this Agreement.

8 6.2.1. CONSULTANT shall not commence any work under this Agreement or provide any
9 other services, or materials, in connection therewith until CONSULTANT has received written
10 authorization from COUNTY's Contract Manager to do so.

11 6.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
12 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
13 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

14 6.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
15 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
16 and authorities, as well as the experience and training, to perform such tasks.

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18 6.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
19 true and correct.

20 6.6. CONSULTANT understands that COUNTY considers the representations made herein to
21 be material and would not enter into this Agreement with CONSULTANT if such representations were not
22 made.

23 7. COMPENSATION.

24 7.1 The total compensation payable under this Agreement shall not exceed
25 _____ dollars (\$_____.00) unless otherwise previously agreed to by County.

26 7.2 The total compensation payable cap may increase if the California Hourly Minimum Wage
27 is mandated by law to increase. In the event that the State Hourly Minimum Wage increases this agreement
28 authorizes the renegotiation of the rates prior to the exercise of each option period.

1 7.3 Except as provided under Paragraph 7, COUNTY shall not be responsible to pay
2 CONSULTANT any compensation, out of pocket expenses, fees or other remuneration.

3 8. METHOD OF PAYMENT.

4 CONSULTANT shall on a weekly basis, submit to the CEO a written claim for compensation for
5 services performed at the rates and charges set forth in **Exhibit "C"**. The claim shall be in a format
6 approved by COUNTY. No payment shall be made by COUNTY prior to the claims being approved in
7 writing by the CEO or his/her designee. CONSULTANT may expect to receive payment within a
8 reasonable time thereafter and in any event in the normal course of business within thirty (30) days after the
9 claim is submitted.

10 9. SUSPENSION OF AGREEMENT.

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

15 10. TERMINATION.

16 10.1. COUNTY retains the right to terminate this Agreement for any reason by notifying
17 CONSULTANT in writing thirty (30) days prior to termination and by paying the compensation due and
18 payable to the date of termination; provided, however, if this Agreement is terminated for fault of
19 CONSULTANT, COUNTY shall be obligated to compensate CONSULTANT only for that portion of
20 CONSULTANT's services which are of benefit to COUNTY. Said compensation is to be arrived at by
21 mutual agreement between COUNTY and CONSULTANT and should the Parties fail to agree on said
22 compensation, an independent arbitrator shall be appointed by COUNTY and the decision of the arbitrator
23 shall be binding upon the Parties.

24 10.2. Upon such termination, CONSULTANT shall immediately turn over to COUNTY any and
25 all copies of videotapes, studies, sketches, drawings, computations and other data, if any and whether or not
26 completed, prepared by CONSULTANT in connection with this Agreement. Such materials shall become
27 the permanent property of COUNTY.

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1 11. INSPECTION.

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

7 12. OWNERSHIP OF MATERIALS.

8 All original drawings, videotapes and other materials prepared by or in possession of
9 CONSULTANT pursuant to this Agreement, if any, shall become the permanent property of COUNTY and
10 shall be delivered to COUNTY upon demand.

11 13. INTEREST OF CONSULTANT.

12 13.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any
13 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
14 performance of the services hereunder.

15 13.2. CONSULTANT covenants that, in the performance of this Agreement, no subcontractor or
16 person having such an interest shall be employed.

17 13.3. CONSULTANT certifies that no one who has or will have any financial interest under this
18 Agreement is an officer or employee of COUNTY.

19 14. INDEMNIFICATION.

20 14.1. CONSULTANT agrees to the fullest extent permitted by law to indemnify, defend, protect
21 and hold COUNTY and its representatives, officers, directors, designees, employees, agents, successors and
22 assigns harmless from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties,
23 attorneys fees and costs, in law or equity, of every kind and nature whatsoever arising out of or in
24 connection with CONSULTANT'S negligent acts and omissions or willful misconduct under this
25 Agreement ("Claims"), whether or not arising from the passive negligence of COUNTY, but does not
26 include Claims that are finally determined to be the result of the sole negligence or willful misconduct of
27 COUNTY.
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1 14.2. CONSULTANT agrees to defend with counsel acceptable to COUNTY, indemnify and
2 hold COUNTY harmless from all Claims, including but not limited to:

3 14.2.1. Personal injury, including but not limited to bodily injury, emotional injury, sickness
4 or disease or death to persons including but not limited to COUNTY's representatives, officers,
5 directors, designees, employees, agents, successors and assigns, subcontractors and other third
6 parties and/or damage to property of anyone (including loss of use thereof) arising out of
7 CONSULTANT's negligent performance of, or willful misconduct surrounding, any of the terms
8 contained in this Agreement, or anyone directly or indirectly employed by CONSULTANT or
9 anyone for whose acts CONSULTANT may be liable;

10 14.2.2. Liability arising from injuries to CONSULTANT and/or any of CONSULTANT's
11 employees or agents arising out of CONSULTANT's negligent performance of, or willful
12 misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or
13 indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

14 14.2.3. Penalties imposed upon account of the violation of any law, order, citation, rule,
15 regulation, standard, ordinance or statute caused by the negligent action or inaction, or willful
16 misconduct of CONSULTANT or anyone directly or indirectly employed by CONSULTANT or
17 anyone for whose acts CONSULTANT may be liable;

18 14.2.4. Infringement of any patent rights which may be brought against COUNTY arising
19 out of CONSULTANT's work;

20 14.2.5. Any violation or infraction by CONSULTANT of any law, order, citation, rule,
21 regulation, standard, ordinance or statute in any way relating to the occupational health or safety of
22 employees; and

23 14.2.6. Any breach by CONSULTANT of the terms, requirements or covenants of this
24 Agreement.

25 14.3. The indemnification provisions of paragraphs 14.2.1 through 14.2.6 above shall extend to
26 Claims occurring after this Agreement is terminated, as well as while it is in force.

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15. INDEPENDENT CONTRACTOR.

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

15.1. CONSULTANT is not an employee or agent of COUNTY and is only responsible for the requirements and results specified by this Agreement or any other Agreement.

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

15.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, COUNTY, and COUNTY shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of COUNTY.

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

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

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

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

1 15.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
2 or obligate COUNTY in any way without the written consent of COUNTY.

3 16. INSURANCE.

4 16.1. CONSULTANT hereby agrees at its own cost and expense to procure and maintain
5 during the entire term of this Agreement, and any extended term thereof, comprehensive general liability
6 insurance (bodily injury and property damage), employer's liability insurance, commercial automobile
7 liability insurance (bodily injury and property damage), errors and omission insurance, workers'
8 compensation insurance, employers liability insurance and dishonest employee insurance in a sum
9 acceptable to COUNTY and adequate to cover potential liabilities arising in connection with the
10 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	\$1,000,000
Worker's Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1,000,000
Commercial General Liability (Including Contractual Liability):	
Bodily Injury	\$2,000,000/occurrence \$5,000,000 aggregate
Property Damage	\$2,000,000/occurrence \$5,000,000 aggregate
Commercial Automobile Liability (owned, hired & non-owned vehicles)	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Dishonest Employee Coverage	\$100,000/claim

25 16.2. Special Insurance Requirements. All insurance required under paragraph 16 shall:

26 16.2.1. Be procured from an insurer authorized to do business in California.

1 16.2.2. Be primary coverage as respects COUNTY and any insurance or self-insurance
2 maintained by COUNTY shall be in excess of CONSULTANT's insurance coverage and shall
3 not contribute to it.

4 16.2.3. Name COUNTY as an additional insured on all policies, except Workers'
5 Compensation, and provide that COUNTY may recover for any loss suffered by COUNTY by
6 reason of CONSULTANT's negligence.

7 16.2.4. State that it is primary insurance and regards COUNTY as an additional insured
8 and contains a cross-liability or severability of interest clause.

9 16.2.5. Not be canceled, non-renewed or reduced in scope of coverage until after thirty
10 (30) days written notice has been given to COUNTY. However, CONSULTANT may not
11 terminate such coverage until it provides COUNTY with proof that equal or better insurance has
12 been secured and is in place. Cancellation or change without the prior written consent of
13 COUNTY shall, at the option of COUNTY, be grounds for termination of this Agreement.

14 16.3. Additional Insurance Requirements.

15 16.3.1. Complete copies of certificates of insurance for all required coverages including
16 additional insured endorsements and 30-day notice of cancellation clause endorsements are
17 attached hereto as part of Exhibit A and incorporated herein.

18 16.3.2. COUNTY is to be notified immediately of all insurance claims. COUNTY is also
19 to be notified if any aggregate insurance limit is exceeded.

20 16.3.3. The comprehensive or commercial general liability shall contain a provision of
21 endorsements stating that such insurance:

22 A. Includes contractual liability;

23 B. Does not contain any exclusions as to loss or damage to property caused
24 by explosion or resulting from collapse of buildings or structures or damage to property
25 underground, commonly referred to by insurers as the "XCU Hazards;"

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

1 D. Does not contain an “excess only” clause which require the exhaustion of
2 other insurance prior to providing coverage.

3 16.4. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any
4 insurance policy required by this Agreement, CONSULTANT shall, if requested by COUNTY, cause to
5 be given to COUNTY satisfactory evidence that insurance policy premiums have been paid together
6 with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance
7 company issuing the policy or its authorized agent.

8 16.5 Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be
9 construed to preclude CONSULTANT from obtaining and maintaining any additional insurance policies in
10 addition to those required pursuant to this Agreement.

11 17. WORKERS’ COMPENSATION CERTIFICATION.

12 17.1. CONSULTANT shall sign and file with COUNTY the following certification prior to
13 performing the Work: “I am aware of the provisions of California Labor Code §§3700 *et seq.* which
14 require every employer to be insured against liability for Workers’ Compensation or to undertake self-
15 insurance in accordance with the provisions of that code, and I will comply with such provisions before
16 commencing the performance of the work of this contract.”

17 17.2. CONSULTANT understands and agrees that any and all employees, regardless of hire
18 date, shall be covered by Workers’ Compensation according to the statutory requirements prior to
19 beginning work on the Project.

20 18. ASSIGNMENT.

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

24 19. NON-DISCRIMINATION.

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

family care leave. CONSULTANT and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT 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, Section 7285 et seq.). 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. The applicable regulations of Section 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. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under this Agreement.

20. NOTICES AND REPORTS.

20.1. All notices and reports under this Agreement shall be in writing and may be given by personal delivery or by mailing by certified mail, return receipt requested, addressed as follows:

COUNTY

CONSULTANT

Imperial County Executive Office
940 Main Street, Suite 208
El Centro, CA 92243

20.2. All notices and reports under this Agreement may be given by personal delivery or by mailing by certified mail at such other address as either Party may designate in a notice to the other Party given in such manner.

20.3. Any notice given by mail shall be considered given when deposited in the United States Mail, postage prepaid, addressed as provided herein.

21. ENTIRE AGREEMENT.

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

1 22. MODIFICATION.

2 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
3 unless the same is in writing and signed by the Party against whom the enforcement of such
4 modification, waiver, amendment, discharge, or change is or may be sought.

5 23. CAPTIONS.

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

8 24. PARTIAL INVALIDITY.

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

12 25. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

20 26. WAIVER.

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

24 27. CHOICE OF LAW.

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

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1 28. AUTHORITY.

2 28.1. Each individual executing this Agreement on behalf of CONSULTANT represents and
3 warrants that:

4 28.1.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
5 CONSULTANT;

6 28.1.2. Such execution and delivery is in accordance with the terms of the Articles of
7 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

8 28.1.3. This Agreement is binding upon CONSULTANT accordance with its terms.

9 28.2. CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of the
10 foregoing within thirty (30) days of execution of this Agreement.

11 29. COUNTERPARTS.

12 This Agreement may be executed in counterparts.

13 30. REVIEW OF AGREEMENT TERMS.

14 This Agreement has been reviewed and revised by legal counsel for both COUNTY and
15 CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting
16 Party shall apply to the interpretation or enforcement of the same or any subsequent amendments
17 thereto.

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22 [Signatures on the next page.]
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

COUNTY OF IMPERIAL:

By: _____
RYAN E. KELLEY, Chairman
Board of Supervisors

ATTEST:

BLANCA ACOSTA, Clerk of the Board,
County of Imperial, State of California

CONSULTANT:

By: _____

APPROVED AS TO FORM:

ERIC HAVENS
County Counsel

By: _____
Andrew Briseno
Deputy County Counsel