

1 **AGREEMENT FOR SERVICES**

2
3 THIS AGREEMENT FOR SERVICES (“Agreement”), is made and entered into effective the
4 _____ day of _____, 2020, by and between the County of Imperial, a political
5 subdivision of the State of California, (“COUNTY”) and _____, a(n)[business type]
6 (“VENDOR”) (individually, “Party;” collectively, “Parties”).

7 **RECITALS**

8 **WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to provide
9 services to meet COUNTY’s needs with respect to specifications as detailed in the Request for
10 Qualifications; and

11 **WHEREAS**, VENDOR represents that it is qualified and experienced to perform the Services; and

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

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

17 **1. DEFINITIONS.**

18 **1.1.** “Request for Proposal” or “RFP” shall mean that document that describes the Project and
19 project requirements to prospective bidders entitled, _____,
20 dated _____. The RFP is attached hereto as **Exhibit “A”** and incorporated herein
21 by this reference.

22 **1.2.** “Proposal” shall mean VENDOR’s document entitled, _____, dated
23 _____, and submitted to COUNTY’s Purchasing Department. The Proposal is
24 attached hereto as **Exhibit “B”** and incorporated herein by this reference.

25 **2. CONTRACT COORDINATION.**

26 **2.1.** COUNTY’s _____, or her designee, shall be the representative of COUNTY
27 for all purposes under this Agreement. This person, or her designee, is hereby designated
28 as the “Contract Manager” for COUNTY. They shall supervise the progress and

1 execution of this Agreement.

2 **2.2.** VENDOR shall assign a single "Project Manager" to have overall responsibility for the
3 progress and execution of this Agreement. Should circumstances or conditions subsequent
4 to the execution of this Agreement require a substitute Project Manager for any reason, the
5 Project Manager designee shall be subject to the prior written acceptance and approval of
6 COUNTY's Contract Manager.

7 **3. DESCRIPTION OF WORK.**

8 VENDOR shall provide all materials and labor to perform this Agreement consistent with the RFP
9 and the Proposal, as set forth in Exhibits "A" and "B," ("Services"). In the event of a conflict amongst this
10 Agreement, the RFP, and the Proposal, the RFP shall take precedence over the Proposal, and this Agreement
11 shall take precedence over both.

12 **4. WORK TO BE PERFORMED BY VENDOR.**

13 **4.1.** VENDOR shall comply with all terms, conditions and requirements of the RFP, Proposal,
14 and this Agreement.

15 **4.2.** VENDOR shall perform such other tasks as necessary and proper for the full performance
16 of the obligations assumed by VENDOR hereunder.

17 **4.3.** VENDOR shall:

18 **4.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices that
19 may be necessary and incidental to the due and lawful prosecution of the services
20 to be performed by VENDOR under this agreement;

21 **4.3.2.** Keep itself fully informed of all existing and proposed federal, state and local laws,
22 ordinances, regulations, orders and decrees which may affect those engaged or
23 employed under this Agreement;

24 **4.3.3.** At all times observe and comply with, and cause all of its employees to observe and
25 comply with all of said laws, ordinances, regulations, orders and decrees mentioned
26 above; and

27 **4.3.4.** Immediately report to COUNTY's Contract Manager in writing any discrepancy
28 or inconsistency it discovers in said laws, ordinances, regulations, orders and

1 decrees mentioned above in relation to any plans, drawings, specifications or
2 provisions of this Agreement.

3 **5. REPRESENTATIONS BY VENDOR.**

4 **5.1.** VENDOR understands and agrees that COUNTY has limited knowledge in the multiple
5 areas specified in the Proposal. VENDOR has represented itself to be an expert in these
6 fields and understands that COUNTY is relying upon such representation.

7 **5.2.** VENDOR represents and warrants that it is a lawful entity possessing all required licenses
8 and authorities to do business in the State of California and perform all aspects of this
9 Agreement.

10 **5.3.** VENDOR shall not commence any work under this Agreement or provide any other
11 services, or materials, in connection therewith until VENDOR has received written
12 authorization from COUNTY's Contract Manager to do so.

13 **5.4.** VENDOR represents and warrants that the persons executing this Agreement on behalf of
14 VENDOR have the authority of VENDOR to sign this Agreement and bind VENDOR to
15 the performance of all duties and obligations assumed by VENDOR herein.

16 **5.5.** VENDOR represents and warrants that any employee, contractor and/or agent who will be
17 performing any of the duties and obligations of VENDOR herein possess all required
18 licenses and authorities, as well as the experience and training, to perform such tasks.

19 **5.6.** VENDOR represents and warrants that the allegations contained in the Proposal are true and
20 correct.

21 **5.7.** VENDOR understands that COUNTY considers the representations made herein to be
22 material and would not enter into this Agreement with VENDOR if such representations
23 were not made.

24 **5.8.** VENDOR understands and agrees not to discuss this Agreement or work performed
25 pursuant to this Agreement with anyone not a party to this Agreement without the prior
26 permission of COUNTY. VENDOR further agrees to immediately advise COUNTY of
27 any contacts or inquiries made by anyone not a party to this Agreement with respect to
28 work performed pursuant to this Agreement.

1 **5.9.** Prior to accepting any work under this Agreement, VENDOR shall perform a due
2 diligence review of its files and advise COUNTY of any conflict or potential conflict
3 VENDOR may have with respect to the work requested.

4 **5.10.** VENDOR understands and agrees that in the course of performance of this Agreement,
5 VENDOR may be provided with information or data considered by the owner or the
6 COUNTY to be confidential. COUNTY shall clearly identify such information and/or
7 data as confidential. VENDOR shall take all necessary steps necessary to maintain such
8 confidentiality, including but not limited to restricting the dissemination of all material
9 received to those required to have such data in order for VENDOR to perform under this
10 Agreement.

11 **5.11.** VENDOR represents that the personnel dedicated to this project as identified in
12 VENDOR's Proposal will be the people to perform the tasks identified therein.
13 VENDOR will not substitute other personnel or engage any contractors to work on any
14 tasks identified herein without prior written notice to COUNTY.

15 **6. TERM OF AGREEMENT.**

16 **6.1.** The term of this Agreement shall be from the date first executed above for a period of
17 [number] () years.

18 **6.2.** The Agreement may be extended for up to _____ year extensions, provided such
19 extensions are mutually agreed upon by both Parties.

20 **6.3.** COUNTY and VENDOR agree that time is of the essence as it relates to the terms and
21 conditions of the Agreement.

22 **7. COMPENSATION.**

23 **7.1.** The total compensation payable under this Agreement shall not exceed
24 _____, unless otherwise previously agreed to in writing by
25 COUNTY.

26 **7.2.** The fee for any additional services required by COUNTY will be computed either on a
27 negotiated lump sum basis or upon actual hours and expenses incurred by VENDOR and
28 based on negotiated rates. Additional services or costs will not be paid without a prior

1 written agreement between the Parties.

2 **7.3.** Except as provided under Paragraphs 7.1 and 7.2, COUNTY shall not be responsible to
3 pay VENDOR any compensation, out of pocket expenses, fees, reimbursement of
4 expenses or other remuneration.

5 **8. PAYMENT.**

6 **8.1.** VENDOR shall bill COUNTY on the basis as set forth in the RFP and Proposal, attached
7 hereto as Exhibits "A" and "B."

8 **8.2.** COUNTY shall pay VENDOR for completed and approved services upon presentation of
9 its billing and such billing is approved for payment.

10 **9. METHOD OF PAYMENT.**

11 **9.1.** VENDOR shall, at any time prior to the fifteenth (15th) day of any month, submit to
12 COUNTY a written claim for compensation for services performed. The claim shall be in
13 a format approved by COUNTY.

14 **9.2.** No payment shall be made by COUNTY prior to the claims being approved in writing by
15 COUNTY's Contract Manager or his/her designee and the claim is approved for payment.

16 **9.3.** VENDOR may expect to receive payment within a reasonable time, and in the normal course
17 of business, within thirty (30) days after the claim is submitted.

18 **10. TIME FOR COMPLETION OF THE WORK.**

19 **10.1.** The Parties agree that time is of the essence in the performance of this Agreement.

20 **10.2.** Program scheduling shall be as described in Exhibits "A" and "B" unless revisions are
21 approved by both COUNTY's Contract Manager and VENDOR's Project Manager.

22 **10.3.** Time extensions may be allowed for delays caused by COUNTY, other governmental
23 agencies, or factors not directly brought about by the negligence or lack of due care on
24 the part of VENDOR.

25 **11. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.**

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

28 **11.1.** VENDOR shall maintain all ledgers, books of accounts, invoices, vouchers, canceled

1 checks, and other records relating to VENDOR's charges for services or expenditures and
2 disbursements charged to COUNTY for a minimum period of five (5) years, or for any
3 longer period required by law, from the date of final payment to VENDOR pursuant to
4 this Agreement.

5 **11.2.** VENDOR shall maintain all reports, documents, and records, which demonstrate
6 performance under this Agreement for a minimum period of five (5) years, or for any
7 longer period required by law, from the date of termination or completion of this
8 Agreement.

9 **11.3.** Any records or documents required to be maintained by VENDOR pursuant to this
10 Agreement shall be made available to COUNTY for inspection or audit at any time during
11 VENDOR's regular business hours provided that COUNTY provides VENDOR with
12 seven (7) days advanced written or e-mail notice. Copies of such documents shall, at no
13 cost to COUNTY, be provided to COUNTY for inspection at VENDOR's address
14 indicated for receipt of notices under this Agreement.

15 **12. SUSPENSION OF AGREEMENT.**

16 **12.1.** COUNTY's Contract Manager shall have the authority to suspend this Agreement, in
17 whole or in part, for such period as deemed necessary due to unfavorable conditions or
18 the failure on the part of VENDOR to perform any provision of this Agreement.

19 **12.2.** VENDOR will be paid the compensation due and payable to the date of suspension.

20 **13. TERMINATION.**

21 **13.1.** COUNTY retains the right to terminate this Agreement for any reason by notifying
22 VENDOR in writing seven (7) days prior to termination and by paying the compensation
23 due and payable to the date of termination.

24 **13.2.** If this Agreement is terminated for fault of VENDOR, COUNTY shall be obligated to
25 compensate VENDOR only for that portion of VENDOR's services which are of benefit
26 to COUNTY.

27 **13.3.** Compensation is to be arrived at by mutual agreement between COUNTY and VENDOR.
28 Should the parties fail to agree on said compensation, an independent arbitrator shall be

1 appointed, and the decision of the arbitrator shall be binding upon the parties.

2 **13.4.** Upon termination, VENDOR shall immediately turn over to COUNTY any and all copies
3 of videotapes, studies, sketches, drawings, computations and other data, whether or not
4 completed, prepared by VENDOR in connection with this Agreement. Such materials
5 shall become the permanent property of COUNTY.

6 **14. INSPECTION.**

7 **14.1.** VENDOR shall furnish COUNTY with every reasonable opportunity for COUNTY to
8 ascertain that the services of VENDOR are being performed in accordance with the
9 requirements and intentions of this Agreement.

10 **14.2.** All work done and materials furnished, if any, shall be subject to COUNTY's Contract
11 Manager's inspection and approval.

12 **14.3.** The inspection of such work shall not relieve VENDOR of any of its obligations to fulfill
13 its Agreement as prescribe

14 **15. INTEREST OF VENDOR.**

15 **15.1.** VENDOR covenants that it presently has no interest, and shall not acquire any interest,
16 direct or indirect, financial or otherwise, which would conflict in any manner or degree
17 with the performance of the services hereunder.

18 **15.2.** VENDOR covenants that, in the performance of this Agreement, no sub-contractor or
19 person having such an interest shall be employed.

20 **15.3.** VENDOR certifies that no one who has or will have any financial interest under this
21 Agreement is an officer or employee of COUNTY.

22 **16. INDEMNIFICATION.**

23 **16.1.** VENDOR agrees to the fullest extent permitted by law to indemnify, defend, protect and
24 hold COUNTY and their representatives, officers, directors, designees, employees,
25 successors and assigns harmless from any and all claims, expenses, liabilities, losses,
26 causes of actions, demands, losses, penalties, attorneys' fees and costs, in law or equity,
27 of every kind and nature whatsoever arising out of or in connection with VENDOR's
28 negligent acts and omissions or willful misconduct under this Agreement ("Claims"),

1 whether or not arising from the passive negligence of COUNTY, but does not include
2 Claims that are the result of the negligence or willful misconduct of COUNTY.

3 **16.2.** VENDOR agrees to defend with counsel acceptable to COUNTY, as applicable,
4 indemnify and hold COUNTY harmless from all Claims, including but not limited to:

5 **16.2.1.** Personal injury, including but not limited to bodily injury, emotional injury,
6 sickness or disease or death to persons including but not limited to COUNTY
7 representatives, officers, directors, designees, employees, agents, successors and
8 assigns, subcontractors and other third parties and/or damage to property of
9 anyone (including loss of use thereof) arising out of VENDOR's negligent
10 performance of, or willful misconduct surrounding, any of the terms contained in
11 this Agreement, or anyone directly or indirectly employed by VENDOR or
12 anyone for whose acts VENDOR may be liable;

13 **16.2.2.** Liability arising from injuries to VENDOR and/or any of VENDOR's employees
14 or agents arising out of VENDOR's negligent performance of, or willful
15 misconduct surrounding, any of the terms contained in this Agreement, or anyone
16 directly or indirectly employed by VENDOR or anyone for whose acts VENDOR
17 may be liable;

18 **16.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule,
19 regulation, standard, ordinance or statute caused by the negligent action or
20 inaction, or willful misconduct of VENDOR or anyone directly or indirectly
21 employed by VENDOR or anyone for whose acts VENDOR may be liable;

22 **16.2.4.** Infringement of any patent rights which may be brought against COUNTY arising
23 out of VENDOR's work;

24 **16.2.5.** Any violation or infraction by VENDOR of any law, order, citation, rule,
25 regulation, standard, ordinance or statute in any way relating to the occupational
26 health or safety of employees; and

27 **16.2.6.** Any breach by VENDOR of the terms, requirements or covenants of this
28 Agreement.

1 17.7. VENDOR is, and at all times during the term of this Agreement, shall represent and
2 conduct itself as an independent contractor, not as an employee of COUNTY.

3 17.8. VENDOR shall not have the authority, express or implied, to act on behalf of, bind or
4 obligate COUNTY in any way without the written consent of COUNTY.

5 **18. INSURANCE.**

6 **18.1.** VENDOR agrees at its own cost and expense to procure and maintain during the entire
7 term of this Agreement, and any extended term, comprehensive general liability insurance
8 (bodily injury and property damage), commercial automobile liability insurance (bodily
9 injury and property damage), workers' compensation insurance, employer's liability
10 insurance, professional liability – errors and omission insurance, and dishonest employee
11 insurance in a sum acceptable to COUNTY and adequate to cover potential liabilities
12 arising in connection with the performance of this Agreement and in any event not less
13 than the minimum limit set forth as follows:

14 **18.1.1.** Profession Liability – Errors and Omissions coverage in the amount of one million
15 dollars (\$1,000,000) single limit coverage, covering all personnel employed by
16 VENDOR.

17 **18.1.2.** Workers' Compensation coverage in full compliance with California statutory
18 requirements for all employees of VENDOR.

19 **18.1.3.** Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

20 **18.1.4.** Commercial General Liability coverage in the amount of two million dollars
21 (\$2,000,000) combined single limit to any one person ("CSL") for bodily injury,
22 death, or property damage, and five million dollars (\$5,000,000) aggregate for
23 any one accident, including personal injury, death and property damage.

24 **18.1.5.** Commercial Automobile Liability coverage in the amount of one million dollars
25 (\$1,000,000) combined single limit coverage including owned, non-owned, and
26 hired vehicles.

27 **18.1.6.** Dishonest Employee Liability coverage in the amount of one million dollars
28 (\$1,000,000) per claim.

1 **18.2. Special Insurance Requirements.** All insurance required shall:

2 **18.2.1.** Be procured from California admitted insurers (licensed to do business in
3 California) with a current rating by Best's Key Rating Guide, acceptable to
4 COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser
5 ratings must be approved in writing by COUNTY.

6 **18.2.2.** Be primary coverage as respects COUNTY and any insurance or self-insurance
7 maintained by COUNTY shall be in excess of VENDOR's insurance coverage
8 and shall not contribute to it.

9 **18.2.3.** Name COUNTY as an additional insured on all policies, except Workers'
10 Compensation and Professional Liability, and provide that COUNTY may
11 recover for any loss suffered by COUNTY due to VENDOR's negligence.

12 **18.2.4.** State that it is primary insurance and regards COUNTY as an additional insured
13 and contains a cross-liability or severability of interest clause.

14 **18.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty
15 (30) days written notice has been given to COUNTY. VENDOR may not
16 terminate such coverage until it provides COUNTY with proof that equal or better
17 insurance has been secured and is in place. Cancellation or change without prior
18 written consent of COUNTY shall, at the option of COUNTY, be grounds for
19 termination of this Agreement.

20 **18.2.6.** If this Agreement remains in effect more than one (1) year from the date of its
21 original execution, COUNTY may, at its sole discretion, require an increase to
22 liability insurance to the level then customary in similar COUNTY Agreements by
23 giving sixty (60) days notice to VENDOR.

24 **18.3. Additional Insurance Requirements.**

25 **18.3.1.** COUNTY is to be notified immediately of all insurance claims. COUNTY is also
26 to be notified if any aggregate insurance limit is exceeded.

27 **18.3.2.** The comprehensive or commercial general liability shall contain a provision of
28

1 County of Imperial
2 Risk Management Department
3 940 Main Street, Suite 101
4 El Centro, CA 92243

5 Imperial County _____
6 _____
7 El Centro, CA 92243

8 **18.6. Additional Insurance.** Nothing in this, or any other provision of this Agreement, shall be
9 construed to preclude VENDOR from obtaining and maintaining any additional insurance
10 policies in addition to those required pursuant to this Agreement.

11 **19. WORKERS' COMPENSATION CERTIFICATION.**

12 **19.1.** Prior to the commencement of work, CONTRACTOR shall sign and file with COUNTY
13 the following certification: "I am aware of the provisions of California Labor Code
14 §§3700 et seq. which require every employer to be insured against liability for workers'
15 compensation or to undertake self-insurance in accordance with the provisions of that
16 code, and I will comply with such provisions before commencing the performance of the
17 work of this contract."

18 **19.2.** This certification is included in this Agreement and signature of the Agreement shall
19 constitute signing and filing of the certificate.

20 **20.3.** VENDOR understands and agrees that any and all employees, regardless of hire date,
21 shall be covered by Workers' Compensation pursuant to statutory requirements prior to
22 beginning work on the Project.

23 **20.4.** If VENDOR has no employees, initial here: _____.

24 **20. ASSIGNMENT.**

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

28 **21. NONDISCRIMINATION.**

21.1. During the performance of this Agreement, VENDOR and its subcontractors shall not

1 unlawfully discriminate, harass or allow harassment against any employee or applicant
2 for employment because of:

3 **21.1.1.** Age (forty (40) and over);

4 **21.1.2.** Ancestry;

5 **21.1.3.** Color;

6 **21.1.4.** Religious creed, including religious dress and grooming practices;

7 **21.1.5.** Denial of family and medical care leave;

8 **21.1.6.** Disability, both mental and physical, including HIV and AIDS;

9 **21.1.7.** Marital status;

10 **21.1.8.** Medical condition, including cancer and genetic characteristics;

11 **21.1.9.** Genetic information;

12 **22.1.10** Military and veteran status;

13 **22.1.11** National origin, including language use restrictions;

14 **22.1.12** Race;

15 **22.1.13** Sex, which includes pregnancy, childbirth, breastfeeding, and medical
16 conditions related to pregnancy, childbirth, or breastfeeding;

17 **22.1.14** Gender, gender identity, and gender expression; and

18 **22.1.15** Sexual orientation.

19 **21.2.** VENDOR and its subcontractors shall ensure that the evaluation and treatment of their
20 employees and applicants for employment are free from such discrimination and
21 harassment.

22 **21.3.** VENDOR and its subcontractors shall comply with the provisions of the Fair
23 Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable
24 regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et
25 seq.).

26 **21.4.** The applicable regulations of the Fair Employment and Housing Commission
27 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of
28 Title 2 of the California Code of Regulations, are incorporated into this Agreement by

1 reference and made a part hereof as if set forth in full.

2 **21.5.** The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a))
3 are incorporated into this Agreement by reference and made a part hereof as if set forth
4 in full.

5 **21.6.** VENDOR and its subcontractors shall give written notice of their obligations under
6 Paragraph 22 to labor organizations with which they have a collective bargaining or other
7 agreements. VENDOR shall include the nondiscrimination and compliance provisions
8 of Paragraph 22 in all subcontracts to perform work under this Agreement.

9 **22. NOTICES AND REPORTS.**

10 **22.1.** Any notice and reports under this Agreement shall be in writing and may be given by
11 personal delivery or by mailing by certified mail, addressed as follows:

12 **COUNTY**
13 Imperial County _____
14 _____
El Centro, CA 92243

VENDOR
[Enter Name and Title]

15 County of Imperial
16 Clerk of the Board of Supervisors
17 940 W. Main Street, Suite 209
El Centro, CA 92243

18 **22.2.** Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-
19 two (72) hours after deposit in the United States mail or twenty-four (24) hours after
20 deposit with an overnight carrier.

21 **22.3.** The addressees and addresses for purposes of this paragraph may be changed to any other
22 addressee and address by giving written notice of such change. Unless and until written
23 notice of change of addressee and/or address is delivered in the manner provided in this
24 paragraph, the addressee and address set forth in this Agreement shall continue in effect
25 for all purposes hereunder.

26 **23. ENTIRE AGREEMENT.**

27 This Agreement contains the entire Agreement between COUNTY and VENDOR relating to the
28 transactions contemplated hereby and supersedes all prior or contemporaneous agreements,

1 understandings, provisions, negotiations, representations, or statements, either written or oral.

2 **24. MODIFICATION.**

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

5 **25. 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 **26. PARTIAL INVALIDITY.**

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

12 **27. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

13 **27.1.** As used in this Agreement and whenever required by the context thereof, each number,
14 both singular and plural, shall include all numbers, and each gender shall include all
15 genders.

16 **27.2.** VENDOR, as used in this Agreement or in any other document referred to in or made a
17 part of this Agreement, shall likewise include the singular and the plural, a corporation, a
18 partnership, individual, firm or person acting in any fiduciary capacity as executor,
19 administrator, trustee or in any other representative capacity or any other entity.

20 **27.3.** All covenants herein contained on the part of VENDOR shall be joint and several if more
21 than one person, firm or entity executes the Agreement.

22 **28. WAIVER.**

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

26 **29. DISPUTE RESOLUTION PROCESS.**

27 Parties shall attempt to resolve any disputes arising out of or relating to this Agreement through
28 negotiations between the Contract Manager for COUNTY and the Project Manager for VENDOR, who

1 have authority to settle the same.

2 **30. CHOICE OF LAW.**

3 **30.1.** This Agreement shall be governed by the laws of the State of California.

4 **30.2.** This Agreement is made and entered into in Imperial County, California. Any action
5 brought by either party with respect to this agreement shall be brought in a court of
6 competent jurisdiction within said County.

7 **31. AUTHORITY.**

8 **31.1.** Each individual executing this Agreement on behalf of VENDOR represents and warrants
9 that:

10 **31.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
11 VENDOR;

12 **31.1.2.** Such execution and delivery is in accordance with the terms of the Articles of
13 Incorporation or Partnership, any by-laws or Resolutions of VENDOR and;

14 **31.1.3.** This Agreement is binding upon VENDOR accordance with its terms.

15 **31.2.** VENDOR shall deliver to COUNTY evidence acceptable to COUNTY of the foregoing
16 within thirty (30) days of execution of this Agreement.

17 **32. COUNTERPARTS.**

18 **32.1.** This Agreement (as well as any amendments hereto) may be executed in any number of
19 counterparts, each of which when executed shall be an original, and all of which together
20 shall constitute one and the same Agreement.

21 **32.2.** No counterparts shall be effective until all Parties have executed a
22 counterpart hereof.

23 **33. REVIEW OF AGREEMENT TERMS.**

24 **33.1.** Each Party has received independent legal advice from its attorneys with respect to the
25 advisability of making the representations, warranties, covenants and agreements
26 provided for herein, and with respect to the advisability of executing this Agreement.

27 **33.2.** Each Party represents and warrants to and covenants with the other Party
28 that:

1 **33.2.1.** This Agreement in its reduction to final written form is a result of extensive good
2 faith negotiations between the Parties and/or their respective legal counsel;

3 **33.2.2.** The Parties and their legal counsel have carefully reviewed and examined this
4 Agreement for execution by said Parties; and

5 **33.3.** Any statute or rule of construction that ambiguities are to be resolved against the drafting
6 party shall not be employed in the interpretation of this Agreement.

7 **34. NON-APPROPRIATION.**

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

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

14 **County of Imperial**

15 By: _____
16 _____, Chairman
17 Imperial County Board of Supervisors

By: _____
[Enter Name and Title]

18 **ATTEST:**

19 By: _____
20 Blanca Acosta, Clerk of the Board,
21 County of Imperial, State of California

22 **APPROVED AS TO FORM:**

23 _____
24 County Counsel

25 By: _____
26 _____
27 Deputy County Counsel