

**IMPERIAL COUNTY
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
REQUEST FOR PROPOSALS**

IMPERIAL COUNTY LIBRARY SERVICES NEEDS ASSESSMENT



**Funded by the
California Department of
Housing and Community Development (HCD)
and
Community Development Block Grant (CDBG) Program**

Issued, April 24, 2017

DUE DATE AND SUBMISSION REQUIREMENTS:

One (1) Original and Five (5) Copies of Proposals must be received by **5:00 P.M.** on **May 31, 2017**

Point of Contact:

Tabita Velarde
Economic Development Coordinator
940 W. Main Street, Suite 203
El Centro, CA 92243
(442) 265-1109
tabitavelarde@co.imperial.ca.us

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Exhibit 1

COUNTY OF IMPERIAL **REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that the County of Imperial, acting by and through its Board of Supervisors, hereinafter referred to as the "COUNTY", will receive up to, but no later than **5:00 p.m. on May 31, 2017**, sealed PROPOSALS for negotiation and award of a contract concerning the **Imperial County Free Library Services Needs Assessment**.

To be considered, **one original and five copies of PROPOSALS** must be received in the office of the **Imperial County Purchasing Department, 1125 Main Street, El Centro, California, 92243, Attention: Esperanza Colio Warren, Community & Economic Development Manager**, by the time specified above.

Proposals shall be evaluated by a selection committee. It is the County's intention to select the Consultant whose proposal is deemed most advantageous to the County in accordance with the evaluation criteria set forth in this Request for Proposals. A Selection Committee appointed by the Economic Development Manager will review and score the proposals and recommend the most responsive and responsible firm to receive the contract award. The Selection Committee's recommendation will be forwarded to the Imperial County Board of Supervisors for final determination.

Each proposal must conform and be responsive to the Standard Agreement, a sample of which is attached as Exhibit 3. This Standard Agreement may also be obtained at the office of the Community & Economic Development Department located at 940 W. Main Street, Ste. 203, El Centro, California, 92243.

The COUNTY reserves the right to reject any or all PROPOSALS, or to waive any irregularities or informalities in any proposals or in the proposal and selection process.

Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Veteran Owned Businesses (VOB) are encouraged to participate.

Exhibit 2

INFORMATION FOR PROPOSERS

1.0 PURPOSE

The COUNTY, through the Imperial County Community & Economic Development (ICCED) Department, is soliciting proposals from qualified consultants and consulting firms to provide consultant services for the County of Imperial.

The purpose and intent of the study is to provide the Imperial County Free Library with a study to determine and address the needs and gaps between current conditions and the desired services the Imperial County Free Library in the areas of Ocotillo, Seeley, Winterhaven, Palo Verde, Niland, Heber, Bombay Beach, Salton City, and Desert Shores. In addition to the aforementioned areas, the same information will be required for the cities of Westmoreland, Holtville and Calipatria. The costs associated with the cities of Westmorland, Holtville and Calipatria should be submitted as additives to the proposal. Finally, the study will indicate the best, most effective ways to provide library and information services to residents countywide. There will be three essential elements to the study

- 1) A literature review
- 2) Data review and analysis of library usage statistics
- 3) Information gathered from stakeholders

All communications relating to this RFP must be directed to the contact person named below and **only** through email or written correspondence. Any communications between a respondent and COUNTY staff concerning this RFP are prohibited. In no instance is a respondent to discuss cost information, quality of responses, names of additional respondents, or any other information requested by or contained in a proposal with the point of contact or any other staff prior to proposal evaluation. Failure to comply with this section may result in COUNTY's disqualification of the proposal. The respondent is responsible for ensuring the response is received before the deadline. Copies or faxed responses will **not** be accepted. COUNTY assumes no responsibility for lost or misrouted mail.

The term of the Agreement for services will be for a period of up to three years from the date of an executed agreement.

2.0 PRE-PROPOSAL CONFERENCE

- 2.1 A pre-proposal conference will be held on **May 10, 2017**, at **3:00 p.m.** at:

County of Imperial Administration Building
Conference Room C&D
940 W. Main Street
El Centro, CA 92243
Contact: Tabita Velarde (442) 265-1109

Attendance at the pre-proposal conference **is not** a mandatory requirement for those interested in submitting a proposal.

3.0 CALENDAR OF EVENTS

3.1	RFP sent out to consultants	April 24, 2017
3.2	Deadline for County to receive written questions	May 8, 2017 5:00 P.M.
3.3	Pre-proposal conference	May 10, 2017 3:00 P.M.
3.4	Deadline to submit proposals	May 31, 2017

4.0 SCOPE OF SERVICES

The scope of work for the Imperial County Free Library Services Needs Assessment is as follows:

Task 1- Meet with County Librarian to clarify expectations and desired outcomes; review schedule, budget and format deliverables; clarify responsibility of each party. Sample Deliverables: Detailed Project/Task Timeline.

Task 2- Obtain data on each community's demographics, prepare a community profile for each community (Ocotillo, Seeley, Winterhaven, Palo Verde, Niland, Heber, Bombay Beach, Salton City, and Desert Shores,) and include the current library usage data to create a baseline and overview. Sample Deliverables: Community Profile Report Template, Community Profiles (draft and final); Library Usage Report Template, Library Usage Report (draft and final).

Task 3- Conduct stakeholder interviews. Interviewees to include: Imperial County Board of Supervisors, representatives from each community, Imperial County office of Education, Department of Probation, Friends of the Library and other County administrative staff. Sample Deliverables: Interview Protocol by Stakeholder Type (Draft and final); List of Stakeholders to be Interviewed; Interview Findings Summary.

Task 4- Develop and implement a community survey (in county library's jurisdiction only) involving library staff and stakeholders, and identify community needs. Survey must be in English and Spanish. Sample Deliverables: Community Survey Plan; Community Survey Protocol (Draft and final); Survey Findings Summary.

Task 5- Conduct community forums in each of the selected communities to gather information about community interests and prioritize library services. Sample Deliverables: Community Forum Plan; Community Forum Protocol (draft and final); Community Forum Findings Summary.

Task 6- Conduct literature review and meet with librarian to discuss major literature/authors to be included. Sample Deliverables: Literature Review Plan and Report Template; Literature Review (draft and final).

Task 7- Determine present level of library services and performances and identify services and

performances that could be improved, changed or modified. Prepare a written report summarizing all findings, and specific recommendations and discuss with Librarian. Sample Deliverables: Report Template, Report (draft and final).

Task 8- Present Final Report to Imperial County Board of Supervisors. Sample Deliverables: PowerPoint Presentation.

Results from the Imperial County Free Library Services Needs Assessment will acknowledge typical library usage and frequency, use of electronic devices and internet in home and at the library; Library strengths and opportunities for improvement, and the role of the library in the community.

Schedule for completion of project:

The Consultant is to propose a date for major milestones and concluding the scope of work. All work must be completed and submitted to Imperial County Community & Economic Development on or before **June 30, 2018 at 5:00 pm.**

5.0 MANDATORY REQUIREMENTS FOR ALL PROPOSALS

- 5.2** All proposals must demonstrate that the consultant has a willingness and ability to comply with all documents, including but not limited to, the Standard Agreement, a sample of such is identified as Exhibit 3.
- 5.3** All proposals must be accompanied with the name(s), title(s) and resume(s) of the individual(s) who will be performing the services should the contract be awarded.
- 5.4** All parties submitting a proposal shall include with their proposals at least three (3) current references, including name, address, and telephone number.

6.0 CONTRACT TERMS AND CONDITIONS

Please refer to the attached Exhibit 3, Standard Agreement. The attached Exhibit 3 is a sample of the agreement that the winning party will be expected to sign. It is not the final agreement and there may be additional or different terms included in the final agreement. The final agreement must be approved by CDBG prior to execution.

7.0 PREPARATION OF PROPOSAL

All statements of proposals must include one original and five copies to be submitted in sealed envelopes bearing on the outside the name of the consultant, address, and the title of the RFP for which the qualifications are submitted. It is the sole responsibility of respondent to ensure that the proposals are received by COUNTY in the proper time. Any proposals received after the scheduled closing time for receipt will be returned to the consultant unopened. Proposals may not be submitted by facsimile, telegraph, electronic mail or any other means other than by personal delivery, United States Mail or other delivery services such as Federal Express or United Parcel Service.

8.0 SIGNATURE

The statement of qualifications document or any modification must be signed in the name of the consultant and must bear the original signature of the person or persons authorized to sign the

proposal.

9.0 MODIFICATIONS

Any modification of any proposals submitted must be in writing and received by COUNTY prior to the closing time for proposals. Modifications may not be submitted by facsimile, telegraph, electronic mail or any other means other than by personal delivery, United States Mail or other delivery services such as Federal Express or United Parcel Service. Any qualifications or modifications received after the scheduled closing time for receipt of statement of qualifications will be returned to the consultant unopened.

10.0 ERASURES

Proposals submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by putting in the margin immediately opposite the correction the surname or surnames of the person or persons signing the statement of qualifications.

11.0 WITHDRAWAL OF PROPOSALS

Respondents may withdraw their proposals either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

12.0 PROPOSAL ELEMENTS

Proposals must address each of the elements in this section.

12.1 Qualifications

- a. Relevant Experience: Applicant's demonstration of adequate, meaningful and relevant experience with projects of a similar/comparable type including experience in needs assessments and community surveys. Preference will be given to individuals/firms with State Housing and Community Development (HCD) experience. Include the names, addresses and phone numbers of contact persons for several contracts for which you have performed services as solicited in this RFP.
- b. Relevant Education: Applicant's demonstration of certification and training required to perform services, including licensing requirements (i.e. engineer, architect, or contractor).
- c. Responsiveness to Project Requirements: Applicant's demonstrated success in completing projects on time and responsiveness to meeting changing requirements. Attentiveness to and compliance with RFP instructions, interview requirements, and other aspects of the selection process will be considered as an indication of responsiveness.
- d. A brief statement of your policy regarding affirmative action.
- e. The Consultant shall carry not less than the following insurance and shall provide verification to the County upon request:

1. Professional Liability Insurance: Errors and Omissions Insurance in an amount of at least \$1,000,000 single limit coverage, covering all personnel employed by the Consultant in the capacity of acting as an Agent of the municipality.
2. General Liability Insurance: General Liability Insurance in an amount of at least \$1,000,000, single limit coverage, covering all personnel employed by the Building Office in the capacity of acting as an Agent of the municipality.
3. Worker's Compensation: Worker's Compensation Coverage in full compliance with California statutory requirements for all personnel employed by the Consultant in the capacity of acting as an Agent of the municipality.
4. Automobile Liability Insurance: Automobile Liability Insurance in an amount of at least \$1,000,000 combined single limit coverage including owned, non-owned and hired vehicles.

12.2 Proposed Scope of Work

A prospective consultant should indicate an understanding of the requested services as described in Section 4, Scope of Services, and describe how it proposes to service the County in these aspects.

12.3 Project Personnel and Their Availability

Provide resume(s) of the key personnel who would be assigned to perform the services as described. Indicate status of each person's relationship to your firm, whether an employee, partner, subcontractor, or other contractual agreement. The statement should also identify for each member of the project team, their area of expertise, role in the project, and experience with similar or related projects.

Qualified personnel shall perform all services and shall maintain all necessary certificates and licenses required to perform such services.

Except when, and if, the workload demands otherwise, all services shall be conducted within the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

12.4 Cost of Proposed Services

Consultant must include a budget and budget narrative with a not-to-exceed cost to complete the report.

13.0 Scoring Criteria

The County of Imperial will review the qualifications based on the selection criteria and 100 point scale as follows:

- | | | |
|----|--|------------------|
| 1. | General firm and individual experience: | 10 points |
| 2. | Specific experience as it pertains to California Department of Housing and Community Development, Community Development Block Grant Programs, and/or other grant programs: | 10 points |

3.	Specific experience as it pertains to the Scope of Services above mentioned in Item 4.0:	25 points
4.	Capacity to perform the Scope of Work and ability to conclude the work in a timely manner:	15 points
5.	Quality of staff and their availability:	15 points
6.	Overall quality of qualifications, especially thoroughness and appearance:	5 points
7.	Cost of Services	20 points
	Total Value:	100 points

Additional questions may be asked of those submitting a proposal and formal interviews may be conducted as well. Respondents will be notified of any additional required information or interviews after written proposals have been evaluated.

The COUNTY reserves the right to reject any and all proposals submitted; to request clarification of services submitted; to request additional information; and to waive any irregularity in the proposal and review process, as long as COUNTY procedures remain consistent with HCD procurement requirements. The COUNTY may select one consulting firm or a combination of consulting firms to provide the range of services requested.

14.0 PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED PROPOSALS

No party submitting a proposal who is permitted to withdraw a proposal shall, for compensation, perform any subcontract or other service for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

15.0 FEDERAL REGULATIONS

12.1 Affirmative Action

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the UNITED States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). County hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women’s business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority- and women-owned and operated businesses are encouraged to apply.

12.2 Section 3

The work to be performed under this contract in on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for

training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

12.3 Federal Terms and Conditions

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

A. Equal Opportunity

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR Chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provision of the nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to this books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order N. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States or enter into such litigation to protect the interests of the United States.
8. The contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of the Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Contractor, the Contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he/she has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent of behalf of any labor union or any agency referring workers

or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provision of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set fourth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Contractor will cause the forgoing provision to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the forgoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 24 CFR 85.36(e)

1. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - e. Using the Services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

C. Copeland "Anti-Kickback" Act (18 U.S.C. 874)

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

D. Compliance with Labor Standard Provisions

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

E. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR Part 5, construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,5000 for other contracts which involve the employment of mechanics or laborers).

F. Requirements and Regulations pertaining to Data and Design

All data and design and engineering work created under this Agreement shall be owned by the County and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the County.

G. Requirements and Regulations pertaining to Reporting

The County, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent to the contract.

H. Compliance with Clean Air Act and Clean Water Act

1. Contractor Shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)).
2. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
3. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).\

I. Compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

D/MBE/WBE Implementation Guidelines

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements:

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods

used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.

3. The items of work for which the bidder request subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, and summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their subbids.
6. To find a D/M/WBE certified firm, you may call (916) 455-3520, go online to: <http://www.dot.ca.gov/hq.bep>, or via email at: D/M/WBE Listing for County, CalTrans-Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“this Agreement”) is made and entered into effective the _____ day of _____ 2009 (“the Effective Date”) by and between the COUNTY OF IMPERIAL, a political subdivision of the State of California, by and through its Planning and Development Services Department (“COUNTY”), and _____, _____ authorized to do business in the State of California (“CONSULTANT”).

WITNESSETH

THAT WHEREAS COUNTY desires to retain a qualified individual, firm or business entity to provide services as a qualified contractor to conduct the scope of work for the _____

THAT WHEREAS COUNTY desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein;

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

1. DEFINITIONS

“Proposal” shall mean CONSULTANT’s Proposal dated _____. The Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference.

2. CONTRACT COORDINATION

2.1. The Director of Planning and Development Services Department shall be the representative for COUNTY for all purposes under this Agreement. _____ or his/her designated representative is hereby designated as the Contract Manager for COUNTY. She shall supervise the progress and execution of this Agreement.

2.2. CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. _____ is hereby designated as the Contract Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be

1 subject to the prior written acceptance and approval of COUNTY's Contract Manager.

2 3. DESCRIPTION OF WORK

3 3.1 CONSULTANT shall provide all materials and labor to perform this Agreement. In the event
4 of a conflict among this Agreement, the Request for Proposal and the Proposal, the Request for Proposal
5 shall take precedence over the Proposal and this Agreement shall take precedence over both.

6 3.2 The standard of care for all professional engineering, consulting and related services performed
7 or furnished by CONSULTANT and its employees under this Agreement will be the care and skill
8 ordinarily used by members of CONSULTANT's profession practicing under the same or similar
9 circumstances at the same time and in the same locality.

10 4. WORK TO BE PERFORMED BY CONSULTANT

11 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the Request
12 for Proposal, Proposal and this Agreement.

13 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full
14 performance of the obligations assumed by CONSULTANT hereunder.

15 4.3. CONSULTANT shall:

16 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that
17 may be necessary and incidental to the due and lawful prosecution of the services to be performed
18 by CONSULTANT under this agreement;

19 4.3.2. Keep itself fully informed of all existing federal, state and local laws, ordinances,
20 regulations, orders and decrees which may affect those engaged or employed under this Agreement,
21 any materials used in CONSULTANT's performance under this Agreement or the conduct of the
22 services under this Agreement;

23 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
24 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

25 4.3.4. Immediately report to COUNTY's Contract Manager in writing any discrepancy or
26 inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above
27 in relation to any plans, drawings, specifications or provisions of this Agreement.

28 4.4. Any videotape, reports, information, data or other material given to, or prepared or assembled

1 by, CONSULTANT under this Agreement shall be the property of COUNTY and shall not be
2 made available to any individual or organization by CONSULTANT without the prior written
3 approval of COUNTY's Contract Manager.

4 5. REPRESENTATIONS BY CONSULTANT.

5 5.1. CONSULTANT understands and agrees that the COUNTY has limited knowledge in the
6 multiple areas specified in the Proposal. CONSULTANT has represented it to be expert in these fields and
7 understands that COUNTY is relying upon such representation.

8 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity
9 possessing all required licenses and authorities to do business in the State of California and perform all
10 aspects of this Agreement.

11 5.2.1. CONSULTANT shall not commence any work under this Agreement or provide any
12 other services, or materials, in connection therewith until CONSULTANT has received written
13 authorization from COUNTY's Contract Manager to do so.

14 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
15 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
16 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

17 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
18 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
19 and authorities, as well as the experience and training, to perform such tasks.

20 5.5. CONSULTANT represents and warrants that the statements contained in the Proposal are
21 true and correct.

22 5.6. CONSULTANT understands that COUNTY considers the representations made herein to
23 be material and would not enter into this Agreement with CONSULTANT if such representations were not
24 made.

25 6. TERM OF AGREEMENT.

26 This Agreement shall become effective on the Effective Date and the term of this Agreement shall
27 be for a one-year term ("Term"). However, both COUNTY and CONSULTANT have the option to extend
28 this Agreement for up to two (2) one (1) calendar year extensions, provided the agreement to extend is

1 mutually agreed between COUNTY and CONSULTANT (individually “an Extension Term;” collectively
2 “the Extension Terms”).

3 7. COMPENSATION

4 7.1. The total compensation payable under this Agreement shall not exceed _____ for
5 the one-year Term.

6 7.2. Should COUNTY and CONSULTANT mutually agree to exercise the option to extend this
7 Agreement either one Extension Term or both Extension Terms, the total compensation payable under this
8 Agreement shall be mutually negotiated per Extension Term.

9 8. PAYMENT

10 CONSULTANT will bill COUNTY on a time and material basis upon completion of any assigned
11 project or as set forth in Exhibit A, attached hereto and incorporated herein. COUNTY shall pay
12 CONSULTANT for completed and approved services upon presentation of its itemized billing.

13 9. METHOD OF PAYMENT

14 CONSULTANT shall at any time prior to the 15th day of any month, submit to the Director of the
15 Planning and Development Services Department a written claim for compensation for services performed.
16 The claim shall be in a format approved by COUNTY. COUNTY shall make no payment prior to the
17 claims being approved in writing by the Director of the Planning and Development Services Department or
18 his/her designee. CONSULTANT may expect to receive payment within a reasonable time thereafter and
19 in any event in the normal course of business within thirty (30) days after the claim is submitted.

20 10. TIME FOR COMPLETION OF THE WORK

21 Program scheduling shall be as described in Exhibit A unless revisions to Exhibit A are approved by
22 both COUNTY’s Contract Manager and CONSULTANT’s Contract Manager. Time extensions may be
23 allowed for delays caused by COUNTY, other governmental agencies or factors not directly brought about
24 by the negligence or lack of due care on the part of CONSULTANT.

25 11. SUSPENSION OF AGREEMENT

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

3 12. TERMINATION

4 12.1. COUNTY retains the right to terminate this Agreement for any reason by notifying
5 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and
6 payable to the date of termination; provided, however, if this Agreement is terminated for fault of
7 CONSULTANT, COUNTY shall be obligated to compensate CONSULTANT only for that portion of
8 CONSULTANT's services which are of benefit to COUNTY and completed in accordance with the
9 standard of care in the industry. Said compensation is to be arrived at by mutual agreement between
10 COUNTY and CONSULTANT; should the parties fail to agree on said compensation, an independent
11 arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the parties. Further, if
12 CONSULTANT is terminated for fault, COUNTY shall give fourteen (14) days prior notice with
13 opportunity to cure.

14 12.2. Upon such termination, CONSULTANT shall immediately turn over to COUNTY any and
15 all copies of videotapes, studies, sketches, drawings, computations and other data, whether or not
16 completed, prepared by CONSULTANT in connection with this Agreement. Such materials shall become
17 the permanent property of COUNTY.

18 13. INSPECTION

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

24 14. OWNERSHIP OF MATERIALS

25 All original drawings, videotapes and other materials prepared by or in possession of
26 CONSULTANT pursuant to this Agreement shall become the permanent property of COUNTY and shall
27 be delivered to COUNTY upon demand. COUNTY's reuse of such materials on a project other than the
28 project for which they were intended shall be at COUNTY's sole risk.

1 15. INTEREST OF CONSULTANT

2 15.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any
3 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
4 performance of the services hereunder.

5 15.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or
6 person having such an interest shall be employed.

7 15.3. CONSULTANT certifies that no one who has or will have any financial interest under this
8 Agreement is an officer or employee of COUNTY.

9 16. INDEMNIFICATION

10 16.1. CONSULTANT agrees to the fullest extent permitted by law to indemnify, defend, protect
11 and hold COUNTY and its representatives, officers, directors, designees, employees, agents, successors and
12 assigns harmless from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties,
13 attorneys fees and costs, in law or equity, to the extent arising out of or in connection with
14 CONSULTANT'S negligent acts and omissions or willful misconduct under this Agreement ("Claims"),
15 whether or not arising from the passive negligence of COUNTY, but does not include Claims that are
16 finally determined to be the result of the sole negligence or willful misconduct of COUNTY.

17 16.2. CONSULTANT agrees to defend with counsel acceptable to COUNTY, indemnify and
18 hold COUNTY harmless from all Claims, including but not limited to:

19 16.2.1. Personal injury, including but not limited to bodily injury, emotional injury, sickness
20 or disease or death to persons including but not limited to COUNTY's representatives, officers,
21 directors, designees, employees, agents, successors and assigns, subcontractors and other third
22 parties and/or damage to property of anyone (including loss of use thereof) to the extent arising out
23 of CONSULTANT's performance of any of the terms contained in this Agreement, or anyone
24 directly or indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may
25 be liable;

26 16.2.2. Liability arising from injuries to CONSULTANT and/or any of CONSULTANT's
27 employees or agents;

1 16.2.3. Penalties imposed upon account of the violation of any law, order, citation, rule,
2 regulation, standard, ordinance or statute caused by the action or inaction of CONSULTANT;

3 16.2.4. Infringement of any patent rights which may be brought against COUNTY arising
4 out of CONSULTANT's work;

5 16.2.5. Any violation or infraction by CONSULTANT of any law, order, citation, rule,
6 regulation, standard, ordinance or statute in any way relating to the occupational health or safety of
7 employees; and

8 16.2.6. Any breach by CONSULTANT of the terms, requirements or covenants of this
9 Agreement.

10 16.3. The indemnification provisions of Paragraphs 16.2.1 through 16.2.6 above shall extend to
11 Claims occurring after this Agreement is terminated, as well as while it is in force.

12 17. INDEPENDENT CONTRACTOR

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

16 17.1. CONSULTANT is not an employee or agent of COUNTY and is only responsible for the
17 requirements and results specified by this Agreement or any other Agreement.

18 17.2. CONSULTANT shall be responsible to COUNTY only for the requirements and results
19 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
20 to COUNTY's control with respect to the physical actions or activities of CONSULTANT in fulfillment
21 of the requirements of this Agreement.

22 17.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, the
23 COUNTY, and COUNTY shall not provide, or be obligated to provide, CONSULTANT with Worker's
24 Compensation coverage or any other type of employment or worker insurance or benefit coverage
25 required or provided by any Federal, State or local law or regulation for, or normally afforded to, an
26 employee of the COUNTY.

27 17.4. CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY
28 shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security

1 Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or
2 disability program required or provided by any Federal, State or local law or regulation.

3 17.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
4 make any claim against any COUNTY fringe program, including, but not limited to, COUNTY's
5 pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit
6 program, plan, or coverage designated for, provided to, or offered to COUNTY's employee.

7 17.6. COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or
8 local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

9 17.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
10 and conduct itself as an independent contractor, not as an employee of COUNTY.

11 17.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
12 or obligate the COUNTY in any way without the written consent of COUNTY.

13 18. INSURANCE

14 18.1. CONSULTANT hereby agrees at its own cost and expense to procure and maintain
15 during the entire term of this Agreement and any extended term therefor comprehensive general liability
16 insurance, employer's liability insurance, comprehensive automobile liability insurance, professional
17 liability insurance, property damage insurance and errors and omissions insurance in a sum acceptable to
18 COUNTY and adequate to cover potential liabilities arising in connection with the performance of this
19 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
Comprehensive General Liability (Including Contractual Liability):	
Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/

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\$2,000,000 aggregate

Comprehensive Automobile Liability

(owned, hired & non-owned vehicles)

Bodily Injury

\$1,000,000 per occurrence

Property Damage

\$1,000,000 per occurrence

18.2. Special Insurance Requirements. All insurance required under paragraph 18 shall:

18.2.1. Be procured from an insurer authorized to do business in California;

18.2.2. Name COUNTY as an additional insured on the comprehensive general liability and property damage insurance and provide that COUNTY may recover for any loss suffered by COUNTY by reason of CONSULTANT's negligence;

18.2.3. Certificate of Insurance shall be mailed to (a) Planning and Development Services Department, County of Imperial, Attn: Director, 801 West Main Street, El Centro, CA, 92243 and (b) copy to Risk Management, County of Imperial, 940 Main Street, Suite 101, El Centro, CA, 92243; and

18.2.4. Provide that such policy or policies will not be cancelled or materially changed with respect to parties, coverage or limit or liability unless thirty (30) days prior written notice of the proposed cancellation or material change is given to COUNTY, cancellation or material change without the prior written consent of the COUNTY shall, at the option of the COUNTY, be grounds for termination of this Agreement.

18.3. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, CONSULTANT shall, if requested by COUNTY, cause to be given to COUNTY satisfactory evidence in the form of a certificate that insurance policy premiums have been paid or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

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

19. ASSIGNMENT

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

4 20. THE CIVIL RIGHTS, HCD, and AGE DISCRIMINATION ACTS ASSURANCES:

5 During the performance of this Agreement, CONSULTANT assures that no otherwise qualified
6 person shall be excluded from participation or employment, denied program benefits, or be subjected
7 to discrimination based on race, color, national origin, sex, or handicap, under any program or
8 activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of
9 the Housing and Community Development Act of 1974, as amended, and the Age Discrimination
10 Act of 1975, and all implementing regulations.

11 21. THE TRAINING, EMPLOYMENT, and CONTRACTING OPPORTUNITES:

12 21.1 The work to be performed under this Agreement is a project assisted under a program
13 providing direct Federal financial assistance from the Department of Housing and Urban
14 Development and is subject to the requirements of Section 3 of the Housing and Urban
15 Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest
16 extent feasible, opportunities for training and employment be given lower income residents of
17 the project area and contracts for work in connection with the Project be awarded to business
18 concerns which are located in, or owned in substantial part by persons residing in the area of the
19 Project.

20 21.2 The parties to this Agreement will comply with the provisions of said Section 3 and the
21 regulations issued pursuant thereto by the Secretary of Housing and Urban Development set
22 forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued under
23 prior to the execution of this Agreement. The Parties to this Agreement certify and agree that
24 they are under no contractual or other disability which would prevent them from complying with
25 these requirements.

26 21.3 The CONSULTANT will send to each labor organization or representative of workers
27 with which he has a collective bargaining agreement or other contract or understanding, if any, a
28 notice advertising to said labor organization or worker's representative of his commitments

1 under this Section 3 clause and shall post copies of the notice in conspicuous places available to
2 employees and applicants for employment or training.

3 21.4 The CONSULTANT will include these Section 3 clauses in every contract and
4 subcontract for work in connection with the PROJECT and will, at the direction of the State, take
5 appropriate action pursuant to the Agreement upon a finding that the CONSULTANT or any
6 contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and
7 Urban Development, 24 CFR Part 135 and, will not let any contract unless CONSULTANT or
8 contractor or subcontractor has first provided it with preliminary statement of ability to comply
9 with the requirements of these regulations.

10 21.5 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135,
11 and all applicable rules and orders of the Department issued thereunder prior to the execution of
12 the Agreement shall be a condition of the Federal financial assistance provided to the Project,
13 binding upon the CONSULTANT, its successors, and assigns. Failure to fulfill these
14 requirements shall subject the CONSULTANT, its contractors and subcontractors, its successors,
15 and assigns to those sanctions specified by the grant or contract through which Federal assistance
16 is provided, and to such sanctions as are specified by 24 CFR Part 135.

17 22. STATE NONDISCRIMINATION CLAUSE:

18 22.1 During the performance of the Agreement, CONSULTANT and its subcontractors shall
19 not unlawfully discriminate against any employee or applicant for employment because of race,
20 religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age
21 (over 40) or sex. CONSULTANTS and subcontractors shall ensure that the evaluation and
22 treatment of their employees and applicants for employment are free of such discrimination.
23 CONSULTANTS and subcontractors shall comply with the provisions of the Fair Employment
24 and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations
25 promulgated thereunder (California Code of Regulations, Title 2, Section 7258 et seq.) The
26 applicable regulations of the Fair Employment and Housing Commission implementing the
27 California Code of Regulations are incorporated into this Agreement by reference and made a
28 part hereof as if set forth in full. CONSULTANT and its subcontractor shall give written notice

1 of their obligations under this a clause to labor organizations with which they have a collective
2 bargaining or other agreement.

3 22.2 This CONSULTANT shall include the following nondiscrimination and compliance
4 provisions of this clause in all subcontracts to perform work under this Agreement

5 "The CONSULTANT hereby agrees to abide by the requirement of executive order
6 11246 and all implementing regulations of the Department of Labor."

7 23. NOTICES AND REPORTS

8 23.1. All notices and reports under this Agreement shall be in writing and may be given by
9 personal delivery or by mailing by certified mail, addressed as follows:

10 **COUNTY**

CONSULTANT

11 Planning and Development Services Department
12 Jurg Heuberger,
13 ATTN: Director
14 801 West Main Street
15 El Centro, CA 92243
16 Phone: (760) 482-4236
17 FAX: (760) 353-8338

18 23.2 All notices and reports under this Agreement may be given by personal delivery or
19 mailing by certified mail at such other address as either party may designate in a notice to the
20 other party given in such manner.

21 23.3 Any notice given by mail shall be considered given when deposited in the United State
22 Mail, postage prepaid, addressed as provided herein.

23 24. ENTIRE AGREEMENT

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

27 25. MODIFICATION

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

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2 26. CAPTIONS

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

5 27. PARTIAL INVALIDITY

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

9 28. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS

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

17 29. WAIVER

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

21 30. CHOICE OF LAW

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

25 31. ATTORNEY'S FEES

26 If either party herein brings an action to enforce the terms thereof or declare rights hereunder, the
27 prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees
28 and actual costs to be paid by the losing party as fixed by the court.

1 32. AUTHORITY

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

4 32.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
5 CONSULTANT;

6 32.2. 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 32.3. This Agreement is binding upon CONSULTANT accordance with its terms.

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

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

13 COUNTY OF IMPERIAL:

14 By: _____
15 WALLY LEIMGRUBER, Chairman
16 Board of Supervisors

17 ATTEST:

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19 _____
20 SYLVIA BERMUDEZ, Clerk of the Board,
County of Imperial, State of California

21 CONSULTANT:

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23 By: _____
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25 APPROVED AS TO FORM:

26 MICHAEL L. ROOD,
27 County Counsel

28 By: _____
JOANNE L. YEAGER
Assistant County Counsel