

1 **NOW THEREFORE**, in consideration of their mutual covenants, COUNTY and
2 INVESTIGATOR have and hereby agree to the following:

3 **1. INVESTIGATOR agrees to the following conditions and covenants.**

4 **1.1.** INVESTIGATOR represents that he/she is a California licensed investigator.

5 **1.2.** INVESTIGATOR agrees to provide documentation of California licensing to COUNTY
6 COUNSEL by attaching a copy of his/her license to this Agreement as **Exhibit “A”**.

7 **1.3.** INVESTIGATOR agrees to obtain and provide a copy of an active Imperial County
8 Local Business License to COUNTY COUNSEL by attaching a copy of his/her license
9 as **Exhibit “B”**.

10 **1.4.** INVESTIGATOR agrees to maintain up to date licensing and qualifications as required
11 under this Agreement and as required by the California Bureau of Security and
12 Investigative Services throughout the Agreement term.

13 **1.4.1.** Complete information of the California Bureau of Security and Investigative
14 Service requirements may be found online at:

15 http://www.bsis.ca.gov/forms_pubs/pi_fact.shtml.

16 **1.5.** INVESTIGATOR agrees to provide documentation to COUNTY COUNSEL at any
17 time documentation is requested.

18 **1.6.** INVESTIGATOR agrees to abide by the laws governing private investigators located in
19 California Business and Profession Code Chapter 11.3.

20 **1.7.** INVESTIGATOR understands an attorney contracted with COUNTY COUNSEL must
21 receive prior approval for ancillary services from COUNTY COUNSEL prior to the
22 commencement of any services by INVESTIGATOR.

23 **2. INVESTIGATOR SELECTION PROCESS.**

24 **2.1.** INVESTIGATOR understands that this Agreement does not guarantee
25 INVESTIGATOR will be selected by an attorney for his/her services.

26 **2.2.** INVESTIGATOR understands that only when services are approved by COUNTY
27 COUNSEL he/she may begin providing investigative services.

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1 **3. SCOPE OF SERVICES.**

2 **3.1.** INVESTIGATOR agrees to provide investigator services, when an attorney receives
3 prior approval for investigative services by COUNTY COUNSEL.

4 **3.2.** INVESTIGATOR'S services shall be limited to actual investigative work and related
5 activities such as testifying.

6 **3.3.** INVESTIGATOR agrees to comply with the Superior Court Rules for the Indigent
7 Defense Program.

8 **3.3.1.** The Superior Court Rules can be found at:

9 <http://www.co.imperial.ca.us/countycounsel/WordPdfDoc/CriteriaforCourtApptd>
10 [Counsel_Eff_Jan152013.pdf](#)

11 **4. COMPENSATION AND PAYMENT.**

12 **4.1.** INVESTIGATOR will be compensated at a rate of thirty-five (\$35) dollars per hour for
13 all hours worked.

14 **4.2.** INVESTIGATOR shall bear all his/her own costs, including but not limited to general
15 office expenses, phone costs, duplicating/copying costs, travel costs, and professional
16 and general liability costs.

17 **4.3.** INVESTIGATOR will not be reimbursed for mileage incurred as a result of performing
18 his/her services within Imperial County lines.

19 **4.4.** INVESTIGATOR will be reimbursed for pre-authorized mileage when
20 INVESTIGATOR is required to travel outside of Imperial County lines.

21 **4.4.1.** Reimbursement for mileage outside Imperial County lines will be reimbursed at
22 the IRS Standard mileage rate.

23 **4.4.2.** The IRS Standard mileage rate can be found at:

24 <http://www.irs.gov/uac/2013-Standard-Mileage-Rates-Up-1-Cent-per-Mile-for->
25 [Business, Medical-and-Moving](#)

26 **4.5.** All INVESTIGATOR travel outside of Imperial County lines must be pre-approved by
27 County Counsel and must be the most practical cost effective method available.

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1 but not limited to the following: retirement benefits, medical insurance coverage,
2 severance pay benefits, paid vacation and sick pay, and overtime pay.

3 **7.3.** INVESTIGATOR understands and agrees that COUNTY will not pay or withhold from
4 the compensation paid to INVESTIGATOR pursuant to this Agreement any sums
5 customarily paid or withheld on behalf of employees for income tax, employment
6 insurance, social security, worker's compensation or any other withholding tax,
7 insurance or payment pursuant to any law or governmental requirement and all such
8 payments as may be required by law are the sole responsibility of INVESTIGATOR.

9 **7.4.** This Agreement shall not be construed as a partnership, and COUNTY shall have no
10 responsibility for any of INVESTIGATOR'S debts, liabilities or other obligations
11 whatsoever. INVESTIGATOR is an independent contractor and at all times during the
12 term of this Agreement shall represent and conduct himself/herself as an independent
13 contractor, not as an agent or employee of COUNTY. INVESTIGATOR shall not have
14 the authority, express or implied, to bind or obligate COUNTY in any way.

15 **8. INSURANCE.**

16 **8.1.** INVESTIGATOR agrees at his/her own cost and expense to procure and maintain
17 during the entire term of this Agreement, and any extended term thereof, automobile
18 liability coverage in compliance with California statutory requirements.

19 **8.2.** Nothing in this, or any other provision of this Agreement, shall be construed to preclude
20 INVESTIGATOR from obtaining and maintaining any additional insurance policies in
21 addition to those required pursuant to this Agreement.

22 **8.3.** INVESTIGATOR must comply with all insurance provisions required by the California
23 Bureau of Investigative Services these provisions may be found at :

24 http://www.bsis.ca.gov/forms_pubs/pi_fact.shtml

25 **9. WORKERS' COMPENSATION CERTIFICATION.**

26 **9.1.** INVESTIGATOR shall sign and file with COUNTY the following certification prior to
27 performing the Work: "I am aware of the provisions of California Labor Code §§3700 *et*
28 *seq.* which require every employer to be insured against liability for Workers'

1 Compensation or to undertake self insurance in accordance with the provisions of that
2 code, and I will comply with such provisions before commencing the performance of
3 the work of this contract.”

4 **9.2.** INVESTIGATOR understands and agrees that any and all employees, regardless of hire
5 date, shall be covered by Workers’ Compensation according to the statutory
6 requirements prior to beginning work on the Project.

7 **10. INDEMNIFICATION AND HOLD HARMLESS.**

8 **10.1.** INVESTIGATOR agrees to the fullest extent permitted by law to indemnify, defend,
9 protect and hold COUNTY and its representatives, officers, directors, designees,
10 employees, agents, successors and assigns harmless from any and all claims, expenses,
11 liabilities, causes of action, demands, losses, penalties, attorneys fees and costs, in law
12 or equity, of every kind and nature whatsoever arising out of or in connection with
13 INVESTIGATOR’S negligent acts and omissions or willful misconduct under this
14 Agreement (“Claims”), whether or not arising from the passive negligence of
15 COUNTY, but does not include Claims that are finally determined to be the result of the
16 sole negligence or willful misconduct of COUNTY.

17 **10.2.** INVESTIGATOR agrees to defend with counsel acceptable to COUNTY, indemnify
18 and hold COUNTY harmless from all Claims.

19 **10.3.** INVESTIGATOR waives any and all claims against the COUNTY, its Officers and
20 employees, members of the Program committees, and other related officials for any
21 liability arising from the operation of the Indigent Defense Program.

22 **11. TERMINATION.**

23 COUNTY or INVESTIGATOR may terminate this Agreement at any time, with or without
24 cause, by giving written notice of such termination and specifying the effective date of such termination.

25 **12. NOTICES AND REPORTS.**

26 **12.1.** All notices and reports under this Agreement shall be in writing and may be given by
27 personal delivery or by mailing by U.S. mail, addressed as follows:

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COUNTY:
County of Imperial
Attn: County Counsel
940 W. Main St., Suite 205
El Centro, CA 92243

INVESTIGATOR:

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

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

13. PARTIAL INVALIDITY.

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

14. ENTIRE AGREEMENT.

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

15. CAPTIONS.

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

16. WAIVER.

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

17. CHOICE OF LAW.

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

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18. COUNTERPARTS.

This Agreement may be executed in counterparts.

19. REVIEW OF AGREEMENT TERMS.

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

IN WITNESS THEREOF, COUNTY and INVESTIGATOR have executed this Agreement as of the date first above written.

Investigator:

County of Imperial:

By: _____

By: _____
Katherine Turner
County Counsel

Approved as to Form:

By: _____
Geoffrey P. Holbrook
Assistant County Counsel