1	COUNTY OF IMPERIAL OFFICE OF COUNTY COUNSEL
2	INDIGENT DEFENSE PROGRAM
3	AGREEMENT FOR INVESTIGATOR SERVICES
4	()
5	THIS AGREEMENT ("Agreement") is made and entered into this day of,
6	2015, by and between the COUNTY OF IMPERIAL, a political subdivision of the State of California
7	("COUNTY"), through its OFFICE OF COUNTY COUNSEL ("COUNTY COUNSEL") and
8	() ("INVESTIGATOR"), a California licensed investigator (individually,
9	"Party;" collectively, "Parties").
10	<u>WITNESSETH:</u>
11	WHEREAS, COUNTY contracts with attorneys to provide representation to indigent defendants
12	accused of criminal offenses through its Indigent Defense Program; and
13	WHEREAS, in a criminal case a defense attorney may need investigative services; and
14	WHEREAS, attorneys request investigative services by submitting ancillary requests to
15	COUNTY COUNSEL utilizing the requirements of California Evidence Code §730; and
16	WHEREAS, COUNTY COUNSEL reviews each attorney's ancillary request and determines
17	whether investigative services are necessary; and
18	WHEREAS, under California law, COUNTY is responsible for providing investigative
19	services for an attorney representing indigent defendants if investigative services are necessary for the
20	defense; and
21	WHEREAS, INVESTIGATOR is interested in contracting with COUNTY to provide
22	investigative services to Indigent Defense Program attorneys when authorized by COUNTY
23	COUNSEL; and
24	WHEREAS, INVESTIGATOR represents that he/she currently possesses the requisite
25	qualifications and hereby enters into this Agreement with COUNTY to provide investigative services to
26	indigent criminal defendants when selected by an appointed attorney as per the terms and conditions
27	described herein.
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1	NOW THEREFORE, in consideration of their mutual covenants, COUNTY and		
2	INVESTIGATOR have and hereby agree to the following:		
3	1. <u>INVESTIGATOR agrees to the following conditions and covenants.</u>		
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.	INVE	STIGATOR 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. <u>SCOPE OF SERVICES.</u>				
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.	<u>COM</u>	PENSATION 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		4.6. COUNTY shall pay INVESTIGATOR within sixty (60) days upon complete and		
2	accurate submission of billing to COUNTY. If billing is incorrectly submitted COUNTY			
3		shall not be obligated to pay bill until proper billing is submitted.		
4	4.7. COUNTY shall not be obligated to pay for hours worked without authorization absent			
5		reasonable justification submitted on behalf of INVESTIGATOR and the attorney		
6		INVESTIGATOR performed investigative services for.		
7		4.8. INVESTIGATOR must provide complete and accurate documentation of hours worked		
8		and services provided before payment is disbursed.		
9	5.	DISP	UTE RESOLUTION PROCESS.	
10		5.1.	The Parties shall attempt to resolve any dispute arising out of or relating to this	
11			Agreement through negotiations between the INVESTIGATOR and COUNTY	
12			COUNSEL.	
13		5.2.	INVESTIGATOR must give COUNTY COUNSEL written notice of a dispute to the	
14	following:			
15	Attn: Katherine Turner, County Counsel 940 W. Main Street, Suite 205			
16			El Centro, CA 92243	
17	6.	6. <u>TERM</u> .		
18	The term of this Agreement shall be one (1) year from July 1, 2015. The term shall be			
19	automatically renewed annually, unless either party gives written notice of their intent to terminate the			
20	agreement.			
21	7. <u>INDEPENDENT CONTRACTOR</u> .			
22		7.1.	The Parties expressly intend and agree that INVESTIGATOR is acting as an	
23			independent contractor and not as an employee of COUNTY. INVESTIGATOR retains	
24			sole and absolute discretion, control and judgment in the manner and means of carrying	
25			out INVESTIGATOR'S responsibilities for the provision of services under this	
26			Agreement.	
27		7.2.	INVESTIGATOR understands and agrees that INVESTIGATOR shall not be entitled to	
28			any of the rights and privileges established for COUNTY'S employees (if any) including	

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 insurance, social security, worker's compensation or any other withholding tax, 6 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 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'

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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 hi		
5			date, shall be covered by Workers' Compensation according to the statutory
6			requirements prior to beginning work on the Project.
7	10.	INDE	MNIFICATION 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.	TERN	MINATION.
23		COUN	NTY 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.	NOT	ICES 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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1	COUNTY: INVESTIGATOR:			
2	County of Imperial			
3	940 W. Main St., Suite 205 El Centro, CA 92243			
4				
5	12.2. All notices and reports under this Agreement may be given by personal delivery or	by		
6	mailing by U.S. mail at such other address as either Party may designate in a notice	to		
7	the other Party given in such manner.			
8	12.3. Any notice given by mail shall be considered given when deposited in the United St	tates		
9	Mail, postage prepaid, addressed as provided herein.			
10	13. <u>PARTIAL INVALIDITY</u> .			
11	If any provision in this Agreement is held by a court of competent jurisdiction to be invalid	,		
12	void, or unenforceable, the remaining provisions will nevertheless continue in full force without being			
13	impaired or invalidated in any way.			
14	14. <u>ENTIRE AGREEMENT</u> .			
15	This Agreement contains the entire Agreement between COUNTY and INVESTIGATOR			
16	relating to transactions contemplated hereby and supersedes all prior or contemporaneous agreements,			
17	understandings, provisions, negotiations, representations, or statements, either written or oral.			
18	15. <u>CAPTIONS</u> .			
19	Captions in this Agreement are inserted for convenience of reference only and do not define	e,		
20	describe or limit the scope or the intent of this Agreement or any of the terms thereof.			
21	16. <u>WAIVER</u> .			
22	No waiver of any breach or of any of the covenants or conditions of this Agreement shall be	e		
23	construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of			
24	the same or any other covenant or condition.			
25	17. <u>CHOICE OF LAW</u> .			
26	This Agreement shall be governed by the laws of the State of California. This Agreement	is		
27	made and entered into in Imperial County, California. Any action brought by either Party with resp	pect		
28	to this Agreement shall be brought in a court of competent jurisdiction within said County.			

1	18. <u>COUNTERPARTS</u> .				
2	This Agreement may be executed in counterparts.				
3	19.	19. <u>REVIEW OF AGREEMENT TERMS</u> .			
4		This Agreement has been reviewed and revi	sed by legal counsel for both COUNTY and		
5	INVE	STIGATOR, and no presumption or rule that	ambiguities shall be construed against the drafting		
6	Party	shall apply to the interpretation or enforcement	nt of the same or any subsequent amendments		
7	theret	0.			
8		IN WITNESS THEREOF, COUNTY and IN	VVESTIGATOR have executed this Agreement as		
9	of the	date first above written.			
10					
11	Invest	igator:	County of Imperial:		
12					
13	By:		By: Katherine Turner		
14			County Counsel		
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17	Appro	oved as to Form:			
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19	By:				
20	By: Geoffrey P. Holbrook Assistant County Counsel				
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