

1 Court and by those that may be later adopted by the Imperial County Superior Court.
2 The Program Rules are incorporated by reference and can be found at the following Web
3 sites: <http://www.co.imperial.ca.us/countycounsel/>
4 and <http://www.imperial.courts.ca.gov/PDFDocs/CrtApptListPolicy.pdf>.

5 **1.2.** CONTRACTOR is familiar with the State Bar Rules of Professional Conduct, especially
6 Rule 3-110 relating to professional competence and shall abide by all State Bar Rules of
7 Professional Conduct.

8 **1.3.** CONTRACTOR represents that he/she is an active member in good standing of the
9 State Bar of California. CONTRACT shall notify COUNTY of any discipline imposed
10 or if CONTRACTOR is not longer an active member in good standing.

11 **1.4.** CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its Officers and
12 employees, members of any program committees, and other related officials for any
13 liability or loss arising from his/her representation of indigent criminal defendants under
14 this agreement;

15 **1.5.** CONTRACTOR waives any and all claims against the COUNTY, its Officers and
16 employees, members of the Program committees, and other related officials for any
17 liability arising from the operation of the Program or from the referrals, assignments and
18 appointments.

19 **1.6.** All disputes shall be resolved in accordance with the Criteria for Court Appointment of
20 Indigent Defense Counsel set forth by the Imperial County Superior Court.

21 **1.7. AGREEMENT TO ARBITRATE.** In the event of any unresolved dispute against the
22 Program or its employees, COUNTY, members of the Program committees, or other
23 related officials regarding my participation in or removal from the Program, or any other
24 dispute, CONTRACTOR agrees that such dispute shall be resolved by means of binding
25 arbitration entitled to recover its expenses, including costs of the arbitration proceeding
26 and arbitrator fees, and reasonable attorneys' fees. By executing this agreement,
27 CONTRACTOR agrees to have any dispute arising out of participation in the Program
28 decided by neutral arbitration as provided by California law and give up any right to

1 have the dispute litigated in a court or jury trial. By executing this AGREEMENT,
2 CONTRACTOR gives up the judicial right to appeal. Initial: _____.

3 **2. PAYMENT.**

4 **2.1.** COUNTY will pay to CONTRACTOR according to the posted Criteria for Court
5 Appointment of Indigent Defense Counsel set forth by the Imperial County Superior
6 Court; CONTRACTOR shall bear all his/her own costs, including but not limited to,
7 general office expenses, phone costs, duplicating/copying costs, travel costs and
8 professional and general liability costs.

9 **2.2.** COUNTY shall pay CONTRACTOR within sixty (60) days upon complete and accurate
10 submission of billing to COUNTY. If billing is incorrectly submitted or the Program
11 rules are not submitted, COUNTY shall not be obligated to pay bill until proper billing
12 is submitted.

13 **3. TERM.**

14 The term of this Agreement shall be one (1) year from _____. The term
15 shall be automatically renewed annually, unless either party gives written notice of their intent to
16 terminate the agreement at least sixty (60) days as set forth in accordance with the terms of this
17 Agreement.

18 **4. INDEPENDENT CONTRACTOR.**

19 **4.1.** The Parties expressly intend and agree that CONTRACTOR is acting as an independent
20 contractor and not as an employee of COUNTY. CONTRACTOR retains sole and
21 absolute discretion, control and judgment in the manner and means of carrying out
22 CONTRACTOR's responsibilities for the provision of services under this Agreement.

23 **4.2.** CONTRACTOR understands and agrees that CONTRACTOR shall not be entitled to
24 any of the rights and privileges established for COUNTY's employees (if any) including
25 but not limited to the following: retirement benefits, medical insurance coverage,
26 severance pay benefits, paid vacation and sick pay, and overtime pay.

27 **4.3.** CONTRACTOR understands and agrees that COUNTY will not pay or withhold from
28 the compensation paid to CONTRACTOR pursuant to this Agreement any sums

1 customarily paid or withheld on behalf of employees for income tax, employment
2 insurance, social security, worker's compensation or any other withholding tax,
3 insurance or payment pursuant to any law or governmental requirement and all such
4 payments as may be required by law are the sole responsibility of CONTRACTOR.

5 **4.4.** This Agreement shall not be construed as a partnership, and COUNTY shall have no
6 responsibility for any of CONTRACTOR's debts, liabilities or other obligations
7 whatsoever. CONTRACTOR is an independent contractor and at all times during the
8 term of this Agreement shall represent and conduct himself/herself as an independent
9 contractor, not as an agent or employee of COUNTY. CONTRACTOR shall not have
10 the authority, express or implied, to bind or obligate COUNTY in any way.

11 **5. INSURANCE.**

12 CONTRACTOR hereby agrees to provide proof of insurance in the manner and in the amounts
13 as listed in the Criteria for Court Appointment of Indigent Defense Counsel approved by the Imperial
14 County Superior Court found at the following websites: <http://www.co.imperial.ca.us/countycounsel/>
15 and <http://www.imperial.courts.ca.gov/PDFDocs/CrtApptListPolicy.pdf>.

16 **6. INDEMNIFICATION.**

17 **6.1.** CONTRACTOR agrees to the fullest extent permitted by law to indemnify, defend,
18 protect and hold COUNTY and its representatives, officers, directors, designees,
19 employees, agents, successors and assigns harmless from any and all claims, expenses,
20 liabilities, causes of action, demands, losses, penalties, attorneys fees and costs, in law
21 or equity, of every kind and nature whatsoever arising out of or in connection with
22 CONTRACTOR's negligent acts and omissions or willful misconduct under this
23 Agreement ("Claims"), whether or not arising from the passive negligence of COUNTY,
24 but does not include Claims that are finally determined to be the result of the sole
25 negligence or willful misconduct of COUNTY.

26 **6.2.** CONTRACTOR agrees to defend with counsel acceptable to COUNTY, indemnify and
27 hold COUNTY harmless from all Claims.

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1 **7. TERMINATION.**

2 **7.1. TERMINATION FOR CAUSE:** Upon material breach of this Agreement, COUNTY or
3 CONTRACTOR shall have the right to terminate this Agreement by giving written
4 notice to the other Party of such termination and specifying the effective date of such
5 termination.

6 **7.2. TERMINATION FOR CONVENIENCE:** COUNTY or CONTRACTOR may terminate
7 this Agreement at any time, with or without cause, by giving written notice to the other
8 Party of such termination and specifying the effective date thereof at least sixty (60)
9 days before the effective date of such termination. Termination of this Agreement shall
10 not be effective until CONTRACTOR has been relieved by the Imperial County
11 Superior Court of all representation required under prior appointments made by the
12 Court.

13 **7.3.** Removal of CONTRACTOR from the Court Appointment List is a separate action than
14 termination of this Agreement. Relief from representation of any existing defendants
15 may only be obtained through the Imperial County Superior Court. If CONTRACTOR
16 is being paid for services provided as a result of prior appointments made by the Court,
17 this Agreement shall remain in place.

18 **8. ASSIGNMENT.**

19 CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any
20 interest therein (whether by assignment or novation) without the prior written consent of COUNTY
21 thereto.

22 **9. NOTICES AND REPORTS.**

23 **9.1.** All notices and reports under this Agreement shall be in writing and may be given by
24 personal delivery or by mailing by U.S. mail, addressed as follows:

25 **COUNTY:**

26 County of Imperial
27 Attn: County Counsel
28 940 W. Main St., Suite 205
El Centro, CA 92243

CONTRACTOR:

1 **9.2.** All notices and reports under this Agreement may be given by personal delivery or by
2 mailing by U.S. Mail at such other address as either Party may designate in a notice to
3 the other Party given in such manner.

4 **9.3.** Any notice given by mail shall be considered given when deposited in the U.S. Mail,
5 postage prepaid, addressed as provided herein.

6 **10. PARTIAL INVALIDITY.**

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

10 **11. WAIVER.**

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

14 **12. COUNTERPARTS.**

15 This Agreement may be executed in counterparts.

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

18 **CONTRACTOR:**

COUNTY OF IMPERIAL:

19
20 By: _____

20 By: _____
21 Adam G. Crook
22 County Counsel

23 **APPROVED AS TO FORM:**

24
25
26 By: _____
27 Eric R. Havens
28 Assistant County Counsel