

COUNTY OF IMPERIAL OFFICE OF COUNTY COUNSEL
INDIGENT DEFENSE PROGRAM
AGREEMENT FOR INVESTIGATOR SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, _____, by and between the **COUNTY OF IMPERIAL**, a political subdivision of the State of California (“COUNTY”), through its **OFFICE OF COUNTY COUNSEL** (“COUNTY COUNSEL”) and _____ (“INVESTIGATOR”), a California licensed investigator (individually, “Party;” collectively, “Parties”).

W I T N E S S E T H:

WHEREAS, COUNTY contracts with attorneys to provide representation to indigent defendants accused of criminal offenses through its Indigent Defense Program; and

WHEREAS, in a criminal case a defense attorney may need investigative services; and

WHEREAS, attorneys request investigative services by submitting ancillary requests to COUNTY COUNSEL utilizing the requirements of California Evidence Code §730; and

WHEREAS, COUNTY COUNSEL reviews each attorney’s ancillary request and determines whether investigative services are necessary; and

WHEREAS, under California law, COUNTY is responsible for providing investigative services for an attorney representing indigent defendants if investigative services are necessary for the defense; and

WHEREAS, INVESTIGATOR is interested in contracting with COUNTY to provide investigative services to Indigent Defense Program attorneys when authorized by COUNTY COUNSEL; and

WHEREAS, INVESTIGATOR represents that he/she currently possesses the requisite qualifications and hereby enters into this Agreement with COUNTY to provide investigative services to indigent criminal defendants when selected by an appointed attorney as per the terms and conditions 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. 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 Local
8 Business License to COUNTY COUNSEL by attaching a copy of his/her license as
9 **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 Investigative
12 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 time
17 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 INVESTIGATOR
25 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 prior
3 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 Defense
7 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 forty-five (\$45) dollars per hour for all
13 hours worked.

14 **4.2.** INVESTIGATOR shall bear all his/her own costs, including but not limited to general office
15 expenses, phone costs, duplicating/copying costs, travel costs, and professional and general
16 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 INVESTIGATOR is
20 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 accurate
2 submission of billing to COUNTY. If billing is incorrectly submitted COUNTY shall not be
3 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 a
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 and
8 services provided before payment is disbursed.

9 **5. DISPUTE RESOLUTION PROCESS.**

10 **5.1.** The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement
11 through negotiations between the INVESTIGATOR and COUNTY COUNSEL.

12 **5.2.** INVESTIGATOR must give COUNTY COUNSEL written notice of a dispute to the
13 following:

14 Attn: County Counsel
15 940 W. Main Street, Suite 205
16 El Centro, CA 92243

17 **6. TERM.** The term of this Agreement shall be one (1) year from _____. The term shall be
18 automatically renewed annually, unless either party gives written notice of their intent to
19 terminate the agreement.

20 **7. INDEPENDENT CONTRACTOR.**

21 **7.1.** The Parties expressly intend and agree that INVESTIGATOR is acting as an independent
22 contractor and not as an employee of COUNTY. INVESTIGATOR retains sole and absolute
23 discretion, control and judgment in the manner and means of carrying out INVESTIGATOR'S
24 responsibilities for the provision of services under this Agreement.

25 **7.2.** INVESTIGATOR understands and agrees that INVESTIGATOR shall not be entitled to any
26 of the rights and privileges established for COUNTY'S employees (if any) including but not
27 limited to the following: retirement benefits, medical insurance coverage, severance pay benefits,
28 paid vacation and sick pay, and overtime pay.

1 7.3. INVESTIGATOR understands and agrees that COUNTY will not pay or withhold from the
2 compensation paid to INVESTIGATOR pursuant to this Agreement any sums customarily paid
3 or withheld on behalf of employees for income tax, employment insurance, social security,
4 worker's compensation or any other withholding tax, insurance or payment pursuant to any law
5 or governmental requirement and all such payments as may be required by law are the sole
6 responsibility of INVESTIGATOR.

7 7.4. This Agreement shall not be construed as a partnership, and COUNTY shall have no
8 responsibility for any of INVESTIGATOR'S debts, liabilities or other obligations whatsoever.
9 INVESTIGATOR is an independent contractor and at all times during the term of this
10 Agreement shall represent and conduct himself/herself as an independent contractor, not as an
11 agent or employee of COUNTY. INVESTIGATOR shall not have the authority, express or
12 implied, to bind or obligate COUNTY in any way.

13 **8. INSURANCE.**

14 8.1. INVESTIGATOR agrees at his/her own cost and expense to procure and maintain during the
15 entire term of this Agreement, and any extended term thereof, automobile liability coverage in
16 compliance with California statutory requirements.

17 8.2. Nothing in this, or any other provision of this Agreement, shall be construed to preclude
18 INVESTIGATOR from obtaining and maintaining any additional insurance policies in
19 addition to those required pursuant to this Agreement.

20 8.3. INVESTIGATOR must comply with all insurance provisions required by the California
21 Bureau of Investigative Services these provisions may be found at :

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

23 **9. WORKERS' COMPENSATION CERTIFICATION.**

24 9.1. INVESTIGATOR shall sign and file with COUNTY the following certification prior to
25 performing the Work: "I am aware of the provisions of California Labor Code §§3700 *et seq.*
26 which require every employer to be insured against liability for Workers' Compensation or to
27 undertake self insurance in accordance with the provisions of that code, and I will comply with
28 such provisions before commencing the performance of the work of this contract."

1 9.2. INVESTIGATOR understands and agrees that any and all employees, regardless of hire
2 date, shall be covered by Workers' Compensation according to the statutory requirements prior
3 to beginning work on the Project.

4 **10. INDEMNIFICATION AND HOLD HARMLESS.**

5 10.1. INVESTIGATOR agrees to the fullest extent permitted by law to indemnify, defend,
6 protect and hold COUNTY and its representatives, officers, directors, designees, employees,
7 agents, successors and assigns harmless from any and all claims, expenses, liabilities, causes of
8 action, demands, losses, penalties, attorneys fees and costs, in law or equity, of every kind and
9 nature whatsoever arising out of or in connection with INVESTIGATOR'S negligent acts and
10 omissions or willful misconduct under this Agreement ("Claims"), whether or not arising from
11 the passive negligence of COUNTY, but does not include Claims that are finally determined to
12 be the result of the sole negligence or willful misconduct of COUNTY.

13 10.2. INVESTIGATOR agrees to defend with counsel acceptable to COUNTY, indemnify and
14 hold COUNTY harmless from all Claims.

15 10.3. INVESTIGATOR waives any and all claims against the COUNTY, its Officers and
16 employees, members of the Program committees, and other related officials for any liability
17 arising from the operation of the Indigent Defense Program.

18 **11. TERMINATION.** COUNTY or INVESTIGATOR may terminate this Agreement at any time,
19 with or without cause, by giving written notice of such termination and specifying the effective
20 date of such termination.

21 **12. NOTICES AND REPORTS.**

22 12.1. All notices and reports under this Agreement shall be in writing and may be given by
23 personal delivery or by mailing by U.S. mail, addressed as follows:

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

INVESTIGATOR

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1 **12.2.** 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 the other
3 Party given in such manner.

4 **12.3.** Any notice given by mail shall be considered given when deposited in the United States
5 Mail, postage prepaid, addressed as provided herein.

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

9 **14. ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between COUNTY
10 and INVESTIGATOR relating to the transactions contemplated hereby and supersedes all prior
11 or contemporaneous agreements, understandings, provisions, negotiations, representations, or
12 statements, either written or oral.

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

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

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

22 **18. COUNTERPARTS.** This Agreement may be executed in counterparts.

23 **19. REVIEW OF AGREEMENT TERMS.** This Agreement has been reviewed and revised by
24 legal counsel for both COUNTY and INVESTIGATOR, and no presumption or rule that
25 ambiguities shall be construed against the drafting Party shall apply to the interpretation or
26 enforcement of the same or any subsequent amendments thereto.

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

3
4 INVESTIGATOR

COUNTY OF IMPERIAL:

5
6
7 By: _____

By: _____
Eric Havens
County Counsel

8
9
10 APPROVED AS TO FORM:

11
12 By: _____
13 Mistelle Abdelmagied
Assistant County Counsel