

CONTRACT

This Contract entered into this _____ day of _____ by and between the County of Ventura, hereinafter called "County," and _____, hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County Ordinance #4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing services relating to the preparation of _____ (hereinafter "the _____") as stated in the "Proposal _____, dated _____, from _____ to _____ (Attachment 1 to the Contract, and incorporated herein by this reference);

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions, and specifications set forth herein Exhibit A, attached hereto and by reference are made a part hereof.

2. PAYMENTS

The County shall make payments to the Contractor in accordance with all terms, conditions, and specifications set forth in the Contract and _____ in the manner specified in Exhibit A – Scope of Work. Payments under this Contract shall not exceed a total of _____ unless this Contract is amended pursuant to Section 14 below.

3. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results. County shall not own, and shall

have no right to obtain or possess, Contractor's internal communications regarding the subject matter of this Contract.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor shall comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. NON-ASSIGNABILITY

Contractor shall not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. TIME SCHEDULE

Time is of the essence in the performance of this Contract. The Contractor shall complete all obligations, services and specifications set forth in Exhibit A – Scope of Work within the Project Timeline included therein. All services and deliverables shall be provided by no later than _____ unless unforeseen circumstances dictate that additional time is required in order to complete the services to be performed.

Any extension of the effective period of this contract must be mutually agreed upon by and between the County and the Contractor and shall be effective only when incorporated in written amendments to this Contract in accordance with Section 14 below.

6. TERMINATION

The County may terminate this Contract at any time for any reason by providing 10 days written notice to Contractor. In the event of termination under this section, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. Contractor hereby

expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this section in the event of such termination.

This right of termination belonging to the County may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. DEFAULT

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to County's right to terminate this Contract without cause pursuant to section 4 above.

8. INDEMNIFICATION AND HOLD HARMLESS

Contractor agrees to defend, through attorneys approved by County, indemnify and hold harmless County and its boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitee") from and against any and all third party claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, "Third Party Claims"), including, without limitation, those arising from injuries or death of persons and/or damage to property, that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor or its principals, officers, employees, agents or subcontractors in the performance of this Contract. This indemnity provision does not apply to Third Party Claims arising from the sole negligence or willful misconduct of Indemnitee or to the extent caused by the active negligence of Indemnitee. Contractor shall not settle or otherwise compromise a Third-Party Claim covered by this section without County's advance written approval.

9. INSURANCE PROVISIONS

A) Contractor, at its sole cost and expense, shall obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also, to include Uninsured/Underinsured

Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

- 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- B) All insurance required shall be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
 - C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
 - D) The County of Ventura, and any related entities as identified by County, including all of their respective boards, agencies, departments, officers, employees, agents and volunteers, are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
 - E) Contractor agrees to waive all rights of subrogation against the County of Ventura, all related entities as identified by County, and all of their respective boards, agencies, departments, officers, employees, agents and volunteers, for losses arising from work performed by Contractor under the terms of this Contract.
 - F) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County.
 - G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
 1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsement for General Liability Insurance.
 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents shall be grounds for immediate termination or suspension of this Contract.

10. NON-DISCRIMINATION

A) General.

No person shall on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies shall be made available to County upon request.

11. SUBSTITUTION

If particular people are identified in Attachment 1, if applicable, as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County. Any substitution shall be with a person of commensurate experience and knowledge.

12. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. CONTRACT MONITORING

The County shall have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County shall not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract shall be administered by the County's _____ or designee.

14. AMENDMENTS

This Contract may not be altered, amended, extended or modified except by written instrument signed by the duly authorized representative of both parties.

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between

County and Contractor shall be effective when incorporated in written amendments to this Contract.

15. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or retained by Contractor to provide services in the performance of this Contract.

16. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, shall not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY:
Procurement
COUNTY OF VENTURA
General Services Agency
Procurement Services
800 South Victoria Avenue
Ventura, California 93009-1080

Project Manager:
Ventura County Agricultural
Commissioner
Attn: Korinne Bell
815 E. Santa Barbara St.
Santa Paula, CA 93060

TO CONTRACTOR:
NAME:
ATTN:
ADDRESS:
ADDRESS:
Tel:

Either party may, by giving written notice in accordance with this section, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **Work Product**

Upon completion or termination of the Contract for any reason, County shall be entitled to immediate possession of, and Contractor shall promptly furnish to County, on request, all original reports, drawings, designs, plans, specifications, data, correspondence (not including Contractor's internal communications), notes, and all other pertinent data and work product prepared or gathered by Contractor in the performance of this Contract (collectively, "Work Product"). Contractor shall not copyright any Work Product. Contractor may retain copies of the Work Product for its files.

19. **ENTIRE AGREEMENT**

This Contract supersedes all previous agreements, understandings, and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto regarding the subject matter hereof.

20. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, shall be construed pursuant to and in accordance with the laws of the State of California.

21. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms shall remain in full force and effect and shall not be affected.

22. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder shall not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

23. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

24. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract shall be construed to be both a covenant and a condition.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

CONTRACTOR*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

CONTRACTOR*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company

Exhibit A - SCOPE OF WORK

Vendor: _____ **Address:** _____
Contact: _____ **Phone:** _____
Tax ID #: _____ **Project Title:** _____
Cost: _____ **Term:** _____
Division Contact: _____ **Phone:** _____

Description of Services:

Description	Hours	Hourly Rate	Other Direct Costs	Cost
Task 1:		\$	\$	\$
Task 2:		\$	\$	\$
Task 3		\$	\$	\$
		\$	\$	\$

Reporting: Vendor will submit deliverables as described below and provide written report to the Ventura County Agricultural Commissioner as directed.

Payment Method: Vendor will submit invoices detailing services rendered to: Ventura County Agricultural Commissioner, ATTN VCAC Accounting Department 555 Airport Way Suite E, Camarillo CA 93010

Project Budget:

BUDGET	Rate	Total
Salaries – Personnel Charges	\$xx- \$xx	\$
Services and Supplies Incidentals, if not included in rate above: Printing, Mailing, Fees, Equipment, Travel		\$
TOTAL CONTRACT		\$

Compensation will be as follows:

Vendor will indicate on the invoice the current contract balance in the following suggested format: Contract Amount: \$ x,xxx Contract Balance: \$ x,xxx