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AGREEMENT FOR CONSULTANT SERVICES FOR XXXXXXX

THIS AGREEMENT is made and entered into this XXth day of November 20XX,

BY AND BETWEEN

Watershed Conservation Authority
(WCA), a joint powers authority
between the Rivers and Mountains
Conservancy (RMC) and the Los
Angeles County Flood Control District
hereinafter referred to as "WCA"

AND

Organization Name
Address Line 1
Address Line 2
Email of primary contact
Phone: (XXX) XXX-XXXX
hereinafter referred to as
"Consultant,"

The parties hereto do mutually agree as follows:

1. **CONSULTANT'S SERVICES:** The Consultant's services, as briefly summarized above, is set forth fully in the attached Exhibit A, Scope of Work. In the event of any actual or perceived discrepancy between the summary of the Consultant's services contained herein and the Scope of Work in Exhibit A, the Scope of Work in Exhibit A shall control.
2. **CONSIDERATION:** In consideration of the performance by Consultant in a manner satisfactory to WCA of the services described in Article 1 above, including receipt and acceptance of such work by the Executive Officer of the WCA (hereinafter called Executive Officer) or authorized representative, WCA agrees to pay Consultant a maximum not to exceed fee of XXX Dollars (\$XXX,XXX). Services will be rendered beginning Month Day, Year and end by Month Day, Year.

WCA shall compensate Consultant as follows:

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by the Executive Officer or authorized representative. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format

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satisfactory to Executive Officer or authorized representative.

- b. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause WCA to consider terminating this Agreement, the parties agree to attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the contract.
- c. Consultant will not be required to perform services which will exceed the contract amount, scope of work, and contract dates without amendment to this Agreement.
- d. Consultant will not be paid for any expenditure beyond the contract amount stipulated without a written amendment to this Agreement.

3. EQUIPMENT AND SUPPLIES: Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services and as set forth in the Exhibit A Scope of Work.

4. WCA RESPONSIBILITY: WCA will make available the items it specified it would make available, if any, in the Request for Proposals.

5. WCA REPRESENTATIVE: Executive Officer, or their authorized representative, shall represent WCA in all matters pertaining to the services to be rendered pursuant to this Agreement.

6. TERMS AND TERMINATION: The term of this Agreement shall commence on the date stipulated on Page 2 of this agreement, through Month Day, Year and unless otherwise modified, shall terminate on the date that the work is accepted by WCA. Either Party may cancel or terminate this Agreement for any lawful reason, without any liability other than payment for work already performed, up to the date of termination by giving thirty (30) days written notice of such termination to the other Party.

In the event of any such termination, Consultant shall provide to WCA a termination report within thirty (30) days consisting of all drawings, specifications, reports, and data accumulated through the date of such termination in a form accessible and usable by WCA.

7. INDEMNIFICATION:

7.1 WCA agrees to indemnify and hold harmless Consultant against any and all damages, claims, liabilities, costs, suits, or expenses arising from Consultant's

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lawful activities on behalf of WCA under this Agreement for which WCA would be liable if Consultant were an employee, or to the extent the negligent acts and/or omissions of WCA cause or contribute to any loss or damage giving rise to the claim, suit or cause of action.

7.2 Consultant agrees to indemnify, defend, and hold harmless WCA, RMC, and the Los Angeles County Flood Control District, their Board of Supervisors, Executive Officers, agents, its elected or appointed officials, officers, and employees from and against any and all damages, claims, liabilities, costs, suits, or expenses, including reasonable defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from, or connected with, Consultant's negligent, willful or unlawful acts, errors or omissions, or unlawful actions, operations, or services hereunder, as well as any Workers' Compensation suits, liability, or expense arising from, or connected with, services pursuant to this Agreement.

7.3 Neither the Consultant, nor any agents or subconsultants of any tier, shall be obligated to indemnify the WCA and its related persons and entities for liabilities caused by the willful negligence of the WCA and its related persons and entities. However, this provision does not limit any obligation to defend or indemnify the WCA and its related persons and entities arising under the policies of insurance maintained by the Consultant under Article 8, below.

7.4 Consultant agrees to require that any subconsultants, subcontractors, and independent contractors maintain the same insurance coverage which it is required to maintain under Article 8, below, including but not limited to, the obligation to name the WCA and its related persons and entities as additional insureds under each such policy.

7.5 Consultant further agrees to require any subconsultants, subcontractors, and independent contractors to indemnify, defend and hold harmless the WCA and its related persons and entities from any and all claims, liabilities, expenses, lawsuits, actions, or proceedings arising from, or connected with, any negligent act or omission of each such subconsultant, subcontractor, or independent contractor, its agents, or subconsultants of any tier.

7.6 Consultant's failure to require any subconsultant, subcontractor, or independent contractor to provide insurance and indemnification shall constitute a material breach of this Agreement. In the event of such breach, the WCA may, among other things, terminate this Agreement, suspend work being performed on the project by or on behalf of the Consultant, or in its sole discretion, the WCA may obtain replacement insurance coverage. In the event that replacement

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coverage is obtained, the Consultant shall, upon demand, repay the WCA for the full amount of premiums paid by the WCA for the replacement coverage. In its sole discretion, the WCA may offset the cost of premiums against any monies due to the Consultant from the WCA.

8.0 LIABILITY AND INSURANCE: Without limiting Consultant's indemnification of WCA and during the term of this Agreement, Consultant shall provide and maintain at its own expense the programs of insurance detailed below. Such programs and evidence of insurance shall be satisfactory to the WCA and primary to and not contributing with, any other insurance maintained by the WCA. Certificate(s) or other evidence of coverage shall be delivered to the Watershed Conservation Authority, 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702 prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that WCA is to be given written notice by registered mail at least thirty (30) days in advance of any material modification or termination of insurance.

8.1 Failure by Consultant to procure and maintain the required insurance shall constitute a material breach of contract upon which WCA may immediately terminate or suspend this Agreement.

8.2 The Consultant shall obtain the following forms of liability insurance and such insurance shall be endorsed naming the Watershed Conservation Authority as an additional insured.

8.2.1. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

8.2.2. Comprehensive auto liability for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

8.2.3. Workers' Compensation: Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar (\$1,000,000) limit, covering all persons the Consultant is legally required to cover. If Consultant is a sole proprietor and is not legally required to cover anyone, Consultant shall be exempt from this specific insurance requirement with the understanding and guarantee by Consultant that Consultant's status in this regard will remain unchanged for the full duration of its performance

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under this Agreement. Should Consultant's status as a sole proprietor change, it shall notify WCA in advance and shall immediately obtain the required insurance under this provision. Failure to do so shall constitute a material breach of this Agreement.

8.2.4. Professional Liability: Insurance covering liability arising from any error, omission, or negligent act of the Consultant, its officers, or employees with a limit of liability of not less than One Million Dollars (\$1,000,000) per claim or occurrence, and Two Million Dollars (\$2,000,000) in aggregate. If written on a Claims Made Form, Consultant shall continue to provide coverage for this project for a period of two years from the date of termination or completion of this Agreement.

9.0 ANTI-DISCRIMINATION: The Consultant shall abide by the following provisions found in Section 4.32.010 et seq. of the Los Angeles County Code:

9.1 Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, sex, or orientation, and in compliance with state and federal anti-discrimination laws. Consultant further certifies and agrees that it will deal with its subconsultants, bidders, and vendors without regard to or because of race, religion, ancestry, national, origin, or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by WCA.

9.2 Consultant specifically recognizes and agrees that if WCA finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which WCA may determine to cancel, terminate, or suspend the contract. While WCA reserves the right to determine individually that the anti-discrimination provision of the contracts have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state or federal anti-discrimination laws shall constitute a finding by WCA that Consultant has violated the anti-discrimination provisions of the contract.

9.3 At its option, and in lieu of canceling, terminating, or suspending the contract, WCA may in its sole discretion impose damages for any violation of the anti-discrimination provisions of this clause, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. WCA and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages for any single violation, and not as a forfeiture or penalty. It is further specifically agreed

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that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages. In no event shall WCA's exercise of its option under this section to be deemed or construed as a waiver or determination of rights with respect to any violation except the one at issue, including unresolved past, subsequent, continuing, or future violations.

10.0 INDEPENDENT CONSULTANT STATUS:

10.1 This Agreement is by and between WCA and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between WCA and Consultant.

10.2 Consultant understands and agrees that all persons furnishing services to WCA pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of WCA.

10.3 Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

11. ASSIGNMENT: This Agreement shall not be assigned without the prior written consent of WCA. Any attempt to assign without consent shall be void and confer no rights on any third parties, and shall not relieve Consultant of its obligations under this Agreement.

12. FORUM SELECTION: Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on Consultant's behalf or on the behalf of any sub-consultant, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the Los Angeles County Superior Court.

13. CONFLICT OF INTEREST: No WCA employee in a position to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

14. PROHIBITION FROM INVOLVEMENT IN BIDDING PROCESS: Consultant understands

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and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this Agreement, either as a prime consultant or sub-consultant, or as a consultant to any other prime consultant or sub-consultant. Any such involvement by Consultant shall result in the rejection by the WCA of the bid by the prime consultant in question.

15. GRATUITIES

15.1 It is improper for any WCA Executive Officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the contract or that Consultants' failure to provide such consideration may negatively affect WCA's consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a WCA Executive Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

15.2 Consultant shall immediately report any attempt by a WCA Executive Officer, employee, or agent to solicit such improper consideration. The report shall be made to Executive Officer or authorized representative.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

16. TERMINATION FOR IMPROPER CONSIDERATION

15.1 WCA may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any WCA Executive Officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultants' performance pursuant to the Agreement. In the event of such termination, WCA shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

17. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Consultant shall notify its employees and shall require each sub-consultant to notify its employees, that they may be eligible for the federal Earned Income Credit under the

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federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

18. REDUCTION OF SOLID WASTE: Consistent with the WCA's policy to reduce the amount of solid waste deposited in landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

19. WCA RIGHTS: The WCA may employ, either during or after performance of this contract, any right of recovery the WCA may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the WCA under this contract are in addition to any right or remedy provided by California law.

20. FAIR LABOR STANDARDS ACT: Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless WCA, its agents, Executive Officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which WCA may be found jointly or solely liable.

21. PREVAILING WAGE REQUIREMENTS: Consultant shall comply with all applicable prevailing wage requirements.

22. EMPLOYMENT ELIGIBILITY VERIFICATION: Consultant warrants that it fully complies with all federal statutes and regulations regarding employment. Consultant shall indemnify, defend, and hold harmless WCA, its Executive Officers and employees from employer sanctions and any other liability which may be assessed against Consultant or WCA in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

23. FORCE MAJEURE: Neither party shall be liable to the other for any delay in performance, nor shall any such delay in performance constitute default, if such delay is caused by a "Force Majeure" that was unavoidable despite the exercise of diligence and good business practices and is unrelated to any fault, intentional act or negligence of the Party seeking relief from the delay. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, drought, floods or other environmental conditions that prevents performance of the work, pandemic causing wide-spread work disruption, or governmental statutes or regulations superimposed after the fact. A Force Majeure shall not, under any circumstances, include delay caused by or relating to financial condition of the Party seeking relief from the delay.

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None of the Force Majeure events will allow for a delay unless and until the Party seeking relief for such delay and interference delivers to the other Party written notice describing the event, its cause, when and how such Party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. A Party claiming a delay from a Force Majeure event (a "Force Majeure delay") must deliver such written notice within ten (10) business days after it obtains actual knowledge of the event. The Party receiving a claim of a Force Majeure delay shall then have ten (10) business days from receipt of the written notice to accept or reject the claimed Force Majeure delay. Such acceptance shall be in writing. If the Party receiving the notice of a Force Majeure delay takes no action within ten (10) business days of receipt of such written notice, the claimed Force Majeure delay shall be deemed rejected. The period within which a Party is able to accept a Force Majeure delay may be extended a reasonable time period upon written mutual consent of both Parties to allow the Parties to verify the occurrence of a Force Majeure event, or to confirm the extent of the delay and impact claimed to be caused by a Force Majeure event. The acceptance of a Force Majeure delay shall only extend for the delay estimated in the original written notice of Force Majeure delay; any subsequent delays relating to the same Force Majeure event must be noticed in a subsequent written notice and accepted in a written acceptance, following the same procedures as set forth herein.

If a Force Majeure delay is accepted, and loss or damage was unavoidable despite the exercise of diligence and good business practices and is unrelated to any fault, intentional act or negligence of either Party, WCA and the Consultant shall meet and confer in good faith to determine the best course of action to address any damage that may be caused by such Force Majeure delay.

The Parties shall meet and confer in good faith in the event there is a dispute over whether a Force Majeure delay has occurred.

24. EXECUTIVE ORDER N-6-22-RUSSIA SANCTIONS: The Contractor shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

25. SEVERABILITY: If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be fully severable and such a finding shall in no way affect any other provision of this Agreement or the

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validity or enforceability of this Agreement.

25. NOTICES: Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

WCA

Watershed Conservation Authority
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
Attention: Mark Stanley, Executive Officer

Organization Name

Contact Name
Address Line 1
Address Line 2
Email

The address for notice may be changed by giving notice pursuant to this paragraph.

26. ENTIRE AGREEMENT: This contract constitutes the entire Agreement between WCA and Consultant and may be modified only by further written amendment to the Agreement between the parties hereto.

WCA

Organization Name

By _____
Mark Stanley
Executive Officer

By _____
Authorized Signatory Name
Title