

ADDENDUM NO. 2

November 17, 2025

This ADDENDUM is hereby made part of the Request for Proposals and Scope of Services to the same extent as if originally included therein, and shall be signed by the Bidder and included with the proposal.

Question No. 1: Are you currently or were you working with an FTZ consultant previously or is this a new process you are undertaking?

Response No. 1: As the Grantee, the consultant contract will be done through the County. County consultant contracts are generally for a period of 3 years with an option to extend for an additional 2 years. Our FTZ consultant contract is for a period of 5 years, the total amount allowable by the County. After the 5-year term, we must conduct another RFP Process. Our most recent contract was with IMS Worldwide, Inc. and ITC Diligence prior to that.

Question No. 2: Is the marketing something that we would entertain for virtual provisions, or would you also want a combination of onsite marketing as well?

Response No. 2: We would like marketing to be available both virtually and hardcopy. This way we can give potential operators solid information as well as refer them to our website. Having hardcopy marketing also allows us to leave documentation with partnership agencies that can use these materials to refer potential operators to us.

Question No. 3: Does the RFP include when the work will start for whoever wins the process?

Response No. 3: As the County is the "staff" for the FTZ, the consultant contract will need to go through our County Counsel to draft. That will take approximately 2 months. Further, the Imperial Valley Foreign Trade Zone – Joint Powers of Authority (IVFTZ-JPA) will need to approve it at one of their meetings, which are currently held bi-monthly. Thus, it may be approximately 4 months to get an executed contract. After which, we would definitely like the provision of services to begin as soon as possible.

Question No. 4: Are there particular industries being targeted for marketing?

Response No. 4: The FTZ-JPA does not currently have any specific industry targeted. However, the County does have a Comprehensive Economic Development Strategy that may be useful. It can be found on our website: <https://icced.imperialcounty.org/administration/>.

Question No. 5: How far is the Mexico boarder?

Response No. 6: The City of Calexico is located along the southern boarder of the County of Imperial. It shares a direct boarder with Mexico; into the City of Mexicali.

Question No. 6: What CBP agency is your contact for FTZ operators?

Response No. 6: The local U.S. Customs and Border Protection Sector is the El Centro Sector. The oversight of the FTZ Operators is done through the Calexico Station.


Question No. 7: There are some concerns regarding some of the policy provisions within the Sample Agreement provided in the RFP.

Response No. 7: The contract provided as a sample is a generic contract template and not specifically geared to consulting services. The final agreement may slightly differ with different terms. A sample agreement has been enclosed that aligns more with these services.

**FTZ CONSULTING SERVICES
ADDENDUM NO. 2
ACCEPTANCE OF NOTICE**

Please acknowledge receipt of this Addendum No. Two (2) consisting of two (2) pages, by signing and returning a copy of this Acceptance of Notice. Each proposing agency must acknowledge receipt of this addendum in the noted space below. Include a copy of this addendum with Proposal Package.

By:



Priscilla A. Lopez, Director of Workforce and Economic Development

Date: November 17, 2025

ACCEPTANCE OF NOTICE

Receipt of the ADDENDUM No. 2 is hereby acknowledged by

Company Name

Date

By:

Print Name & Title

Signature

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AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement"), is made and entered into effective the _____ day of _____, 20____, by and between the IMPERIAL VALLEY FOREIGN-TRADE ZONE, a California Joint Powers Authority ("IVFTZ") and <COMPANY NAME>, physically located at <BUSINESS ADDRESS>, hereinafter referred to as ("CONSULTANT").

RECITALS

WHEREAS, IVFTZ is in need of services to provide activation forecasting and operational management services for IVFTZ #257 ("Project"); and

WHEREAS, IVFTZ desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services; and

WHEREAS, CONSULTANT has offered to provide the required services for the PROJECT on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, IVFTZ and CONSULTANT have and hereby agree to the following:

1. **TERM.**

1.1. The term of this Agreement shall be from date first executed above for a period of five (5) years, unless otherwise terminated or modified as provided for in this Agreement.

1.2. IVFTZ and CONSULTANT agree that time is of the essence as it relates to the terms and conditions of this AGREEMENT.

2. **CONTRACT COORDINATION.**

2.1. The IMPERIAL COUNTY WORKFORCE & ECONOMIC DEVELOPMENT DIRECTOR ("DIRECTOR") shall be the representative of IVFTZ for all purposes under this Agreement. DIRECTOR or his/her designated representative, is hereby designated as the CONTRACT MANAGER. He/she shall supervise the progress and execution of this Agreement.

2.2. CONSULTANT shall assign a single PROJECT MANAGER to have overall responsibility for the progress and execution of this Agreement. <NAME>, is hereby designated as the PROJECT MANAGER for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT MANAGER, the PROJECT MANAGER designee shall be subject

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to the prior written acceptance and approval of IVFTZ's CONTRACT MANAGER.

3. DESCRIPTION OF WORK.

3.1. CONSULTANT shall provide all materials and labor to perform this Agreement as detailed in the "Imperial Valley Foreign Trade Zone #257 Request for Qualifications for Consultant Services to Provide Activation and Operational Management" ("Proposal") attached as **Exhibit A** and under any approved Task Order.

3.2. The RFQ titled "Imperial Valley Foreign Trade Zone #257 Request for Qualifications for Consultant Services to Provide Activation and Operational Management" dated <DATE>, attached as **Exhibit B**.

3.3. In the event of a conflict amongst this Agreement, the RFP, and the Proposal, the RFP shall take precedence over the Proposal and this Agreement shall take precedence over both.

4. WORK TO BE PERFORMED BY CONSULTANT.

4.1. CONSULTANT shall comply with all terms, conditions and requirements of the PROPOSAL and this Agreement.

4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full performance of the obligations assumed by CONSULTANT hereunder. CONSULTANT shall:

4.2.1. Procure all permits and licenses, pay all charges and fees, and give all notices that may be necessary and incidental to the due and lawful prosecution of the services to be performed by CONSULTANT under this agreement;

4.2.2. Make every reasonable effort to keep itself fully informed of all applicable Federal, State and local laws, ordinances, regulations, orders and decrees which may affect those engaged or employed under this Agreement, any materials used in CONSULTANT's performance under this Agreement or the conduct of the services under this Agreement;

4.2.3. At all times make every reasonable effort observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

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1 4.2.4. Immediately report to IVFTZ's CONTRACT MANAGER in writing any discrepancy
2 or inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above in
3 relation to any plans, drawings, specifications or provisions of this Agreement.

4 4.3. Any videotape, reports, information, data or other material given to, or prepared or assembled
5 by, CONSULTANT under this Agreement shall be the property of IVFTZ and shall not be made available to
6 any individual or organization by CONSULTANT without the prior written approval of IVFTZ's
7 CONTRACT MANAGER.

8 5. REPRESENTATIONS BY CONSULTANT.

9 5.1. CONSULTANT understands and agrees that IVFTZ has limited knowledge in the multiple
10 areas specified in the PROPOSAL. CONSULTANT has represented itself to be qualified in these fields and
11 understands that IVFTZ is relying upon such representation.

12 5.2. CONSULTANT represents that it is a lawful entity possessing all required licenses and
13 authorities to do business in the State of California and perform all aspects of this Agreement.

14 5.3. CONSULTANT shall not commence any work under this Agreement or provide any other
15 services, or materials, in connection therewith until CONSULTANT has received written authorization from
16 IVFTZ's CONTRACT MANAGER to do so.

17 5.4. CONSULTANT represents that the people executing this Agreement on behalf of
18 CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind CONSULTANT to
19 the performance of all duties and obligations assumed by CONSULTANT herein.

20 5.5. CONSULTANT represents that any employee, contractor and/or agent who will be
21 performing any of the duties and obligations of CONSULTANT herein possess all required licenses and
22 authorities, as well as the experience and training, to perform such tasks.

23 5.6. CONSULTANT represents that the allegations contained in the PROPOSAL are true and
24 correct.

25 5.7 CONSULTANT is familiar with the State and Federal requirements that may be applicable
26 to CONSULTANT pursuant to the State of California's CDBG agreements between the IVFTZ through
27 ICCED and the State of California that are incorporated into this Agreement including but not limited to the
28

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Davis-Bacon Act (40 U.S.C 3141-3148; 24 CFR Part 85.36), the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), Contract Work Hours and Safety Standards Act-CWHSSA (40 U.S.C. 3702.)

5.8. CONSULTANT understands that IVFTZ considers the representations made herein to be material and would not enter into this Agreement with CONSULTANT if such representations were not made.

6. RETENTION AND ACCESS OF BOOKS AND RECORDS.

6.1 CONSULTANT represents that it shall maintain books, records, documents, reports and other materials developed under this AGREEMENT as follows:

6.1.1. CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records relating to CONSULTANT's charges for services or expenditures and disbursements charged to IVFTZ for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

6.1.2. CONSULTANT shall maintain all reports, documents and records which demonstrate performance under this AGREEMENT for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

6.1.3. Any records or documents required to be maintained by CONSULTANT pursuant to this AGREEMENT shall be made available to IVFTZ for inspection or audit, at any time during CONSULTANT's regular business hours provided IVFTZ provides CONSULTANT with seven (7) days advanced written or oral notice. Copies of such documents shall at no cost to IVFTZ, be provided to IVFTZ for inspection at CONSULTANT's address indicated for receipt of notice under this AGREEMENT.

7. COMPENSATION.

The total compensation payable under this Agreement shall not exceed <DOLLAR AMOUNT> dollars (\$X) or as agreed upon under any approved Task Order.

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8. PAYMENT.

8.1. CONSULTANT will bill IVFTZ on a time and material basis as set forth in **Exhibit A**, or as agreed upon under any approved Task Order. IVFTZ shall pay CONSULTANT for completed and approved services upon presentation of its itemized billing.

8.2. IVFTZ shall retain ten percent (10%) of the total compensation until the Work to be Performed by Consultant has been completed in accordance with this Agreement, as determined by IVFTZ, and payment in full of all subcontractors of CONTRACTOR has been certified.

9. METHOD OF PAYMENT.

CONSULTANT shall at any time prior to the fifteenth (15th) day of any month, submit to the MANAGER a written claim for compensation for services performed the prior month under any approved Task Order. The claim shall be in a format approved by IVFTZ. No payment shall be made by IVFTZ prior to the claims being approved in writing by the MANAGER or his/her designee. CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the normal course of business within thirty (30) days after the claim is submitted.

10. TIME FOR COMPLETION OF THE WORK.

Both Parties agree that time is of the essence in the performance of this Agreement. CONSULTANT acknowledges that the services called for herein are on an "as needed" basis. Time extensions under any approved Task Order may be allowed for delays caused by IVFTZ, other governmental agencies or factors not directly brought about by the negligence or lack of due care on the part of CONSULTANT.

11. SUSPENSION OF AGREEMENT.

IVFTZ's CONTRACT MANAGER shall have the authority to suspend this Agreement, wholly or in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the date of suspension.

12. TERMINATION.

12.1. IVFTZ retains the right to terminate this Agreement for any reason by notifying CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and payable to the date of termination; provided, however, if this Agreement is terminated for fault of

SAMPLE

CONSULTANT, IVFTZ shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which have been completed in accordance with this Agreement. Said compensation is to be arrived at by mutual agreement between IVFTZ and CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the Parties.

12.2. Upon such termination, CONSULTANT shall immediately turn over to IVFTZ any and all copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed, prepared by CONSULTANT in connection with this Agreement. Such materials shall become the permanent property of IVFTZ.

13. INSPECTION.

CONSULTANT shall furnish IVFTZ with every reasonable opportunity for IVFTZ to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to IVFTZ's CONTRACT MANAGER's inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed. CONSULTANT shall also permit monitoring and auditing by the U.S. Department of Housing and Urban Development, the California Department of Housing and Community Development and/or a similar agency, if applicable.

14. OWNERSHIP OF MATERIALS.

All original drawings, videotapes and other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become the permanent property of IVFTZ and shall be delivered to IVFTZ upon demand. CONSULTANT shall not be held liable for any reuse of such IVFTZ-owned materials for purposes outside this Agreement.

15. INTEREST OF CONSULTANT.

15.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

15.2. CONSULTANT covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed.

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1 15.3. CONSULTANT certifies that no one who has or will have any financial interest under this
2 Agreement is an officer or employee of IVFTZ.

3 16. INDEMNIFICATION.

4 16.1. CONSULTANT agrees to the fullest extent permitted by law to indemnify, defend, protect
5 and hold IVFTZ and its representatives, officers, managers, designees, employees, agents, successors and
6 assigns harmless from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties,
7 attorneys fees and costs, in law or equity, of every kind and nature whatsoever arising out of or in connection
8 with CONSULTANT's negligent acts and omissions or willful misconduct under this Agreement ("Claims"),
9 whether or not arising from the passive negligence of IVFTZ, but does not include Claims that are finally
10 determined to be the result of the gross negligence or willful misconduct of IVFTZ.

11 16.2. CONSULTANT agrees to defend with counsel mutually acceptable, indemnify and hold
12 IVFTZ harmless from all Claims, including but not limited to:

13 16.2.1. Personal injury, including but not limited to bodily injury, emotional injury, sickness
14 or disease or death to persons including but not limited to IVFTZ's representatives, officers, managers,
15 designees, employees, agents, successors and assigns, subcontractors and other third parties and/or damage
16 to property of anyone (including loss of use thereof) to the extent caused by CONSULTANT's negligent
17 performance, or willful misconduct under this Agreement, or anyone directly or indirectly employed by
18 CONSULTANT or anyone for whose acts CONSULTANT may be liable;

19 16.2.2. Liability arising from injuries to CONSULTANT and/or any of CONSULTANT's
20 employees or agents to the extent caused by CONSULTANT's negligent performance or willful misconduct
21 under this Agreement, or anyone directly or indirectly employed by CONSULTANT or anyone for whose
22 acts CONSULTANT may be liable;

23 16.2.3. Penalties imposed upon account of the violation of any law, order, citation, rule,
24 regulation, standard, ordinance or statute caused by the negligent action or inaction, or willful misconduct of
25 CONSULTANT or anyone directly or indirectly employed by CONSULTANT or anyone for whose acts
26 CONSULTANT may be liable;

27 16.2.4. Infringement of any patent rights which may be brought against IVFTZ arising out of
28 CONSULTANT's work;

SAMPLE

1 16.2.5. Any violation or infraction by CONSULTANT of any law, order, citation, rule,
2 regulation, standard, ordinance or statute in any way relating to the occupational health or safety of
3 employees; and

4 16.2.6. Any breach by CONSULTANT of the terms, requirements or covenants of this
5 Agreement.

6 16.3. The indemnification provisions of Paragraphs 16.2.1 through 16.2.6 above shall extend to
7 Claims occurring after this Agreement is terminated, as well as while it is in force.

8 17. INDEPENDENT CONTRACTOR.

9 In all situations and circumstances arising out of the terms and conditions of this Agreement,
10 CONSULTANT is an independent contractor, and as an independent contractor, the following shall apply:

11 17.1. CONSULTANT is not an employee or agent of IVFTZ and is only responsible for the
12 requirements and results specified by this Agreement or any other Agreement.

13 17.2. CONSULTANT shall be responsible to IVFTZ only for the requirements and results
14 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to
15 IVFTZ's control with respect to the physical actions or activities of CONSULTANT in fulfillment of the
16 requirements of this Agreement.

17 17.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, IVFTZ, and
18 IVFTZ shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation
19 coverage or any other type of employment or worker insurance or benefit coverage required or provided
20 by any Federal, State or local law or regulation for, or normally afforded to, an employee of IVFTZ.

21 17.4. CONSULTANT shall not be entitled to have IVFTZ withhold or pay, and IVFTZ shall not
22 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age
23 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability
24 program required or provided by any Federal, State or local law or regulation.

25 17.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or make
26 any claim against any IVFTZ fringe program, including, but not limited to, IVFTZ's pension plan, medical
27 and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan, or
28 coverage designated for, provided to, or offered to IVFTZ's employee.

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17.6. IVFTZ shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

17.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent and conduct itself as an independent contractor, not as an employee of IVFTZ.

17.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind or obligate IVFTZ in any way without the written consent of IVFTZ.

17.9 Without receiving CONSULTANT's written permission, IVFTZ agrees not to actively solicit the hiring, or contracting with any employee of CONSULTANT who performs services for IVFTZ under this AGREEMENT for a period of one year from the date this AGREEMENT is terminated.

18. INSURANCE.

18.1. CONSULTANT hereby agrees at its own cost and expense to procure and maintain during the entire term of this Agreement, and any extended term thereof, commercial general liability insurance (bodily injury and property damage), employer's liability insurance, commercial automobile liability insurance (bodily injury and property damage) and professional liability insurance in a sum acceptable to IVFTZ and adequate to cover potential liabilities arising in connection with the performance of this Agreement and in any event not less than the minimum limit set forth as follows:

<u>Insurance</u>	<u>Minimum Limit</u>
Errors & Omissions Coverage	\$1,000,000 single limit coverage
Worker's Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1,000,000
Commercial General Liability (Including Contractual Liability):	
Bodily Injury	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Property Damage	\$1,000,000
	\$2,000,000 aggregate
Commercial Automobile Liability (owned, hired & non-owned vehicles)	

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Bodily Injury \$1,000,000 per occurrence

Property Damage \$1,000,000 per occurrence

18.2. Special Insurance Requirements. All insurance required under paragraph 18 shall:

18.2.1. Be procured from an insurer authorized to do business in California.

18.2.2. Be primary coverage as respects IVFTZ and any insurance or self-insurance maintained by IVFTZ shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it.

18.2.3. Name IVFTZ as an additional insured on all policies, except Workers' Compensation, and Professional Liability and provide that IVFTZ may recover for any loss suffered by IVFTZ by reason of CONSULTANT's negligence.

18.2.4. State that it is primary insurance and regards IVFTZ as an additional insured and contains a cross-liability or severability of interest clause.

18.2.5. Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to IVFTZ. However, CONSULTANT may not terminate such coverage until it provides IVFTZ with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of IVFTZ shall, at the option of IVFTZ, be grounds for termination of this Agreement.

18.3. Additional Insurance Requirements.

18.3.1. Complete copies of certificates of insurance for all required coverages including additional insured endorsements and 30-day notice of cancellation clause endorsements shall be attached hereto as **Exhibit C** and incorporated herein.

18.3.2. IVFTZ is to be notified immediately of all insurance claims. IVFTZ is also to be notified if any aggregate insurance limit is exceeded.

18.3.3. The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

A. Includes contractual liability;

B. Does not contain any exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to

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property underground, commonly referred to by insurers as the “XCU Hazards;”

C. Does not contain a “pro rata” provision which looks to limit the insurer’s liability to the total proportion that its policy limits bear to the total coverage available to the insured; and

D. Does not contain an “excess only” clause which require the exhaustion of other insurance prior to providing coverage.

18.4. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, CONSULTANT shall, if requested by IVFTZ, cause to be given to IVFTZ satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

18.5 Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude CONSULTANT from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

19. WORKERS’ COMPENSATION CERTIFICATION.

19.1. CONSULTANT shall sign and file with IVFTZ the following certification prior to performing the Work: “I am aware of the provisions of California Labor Code §§3700 *et seq.* which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

19.2. This certification is included in this Agreement and signature of the Agreement shall constitute signing and filing of the certificate.

19.3. CONSULTANT understands and agrees that any and all employees, regardless of hire date, shall be covered by Workers’ Compensation according to the statutory requirements prior to beginning work on the Project.

19.4. If CONSULTANT has no employees, initial here: _____.

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20. ASSIGNMENT.

Neither this Agreement nor any duties or obligations hereunder shall be assignable by CONSULTANT without the prior written consent of IVFTZ. CONSULTANT may employ other specialists to perform services as required with prior approval by IVFTZ.

21. NON-DISCRIMINATION.

21.1. During the performance of this Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status and denial of family care leave. CONSULTANT and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The applicable regulations of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under this Agreement.

The Civil Rights and Age Discrimination Acts Assurances:

21.2. During the performance of this Agreement, IVFTZ assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and

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Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

21.3. State Nondiscrimination Clause:

21.3.1. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

21.3.2. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. "The CONSULTANT hereby agrees to abide by the requirement of executive order 11246 and all implement regulations of the Department of Labor."

22. NOTICES AND REPORTS.

22.1. Any notice to be given pursuant to this Agreement shall be in writing and personally delivered or sent by United States First Class Mail, postage prepaid, return receipt requested or by overnight carrier, priority overnight delivery, postage and delivery charges prepaid, addressed to each Party at the following address:

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IVFTZ

Priscilla Lopez
IVFTZ Manager
Imperial County Workforce & Economic Development
2799 S. 4th Street
El Centro, CA 92243

CONSULTANT

<AGENCY>
<ADDRESS>
<ADDRESS>

22.2. Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-two (72) hours after deposit in the United States mail or twenty-four (24) hours after deposit with an overnight carrier.

22.3. The addressees and addresses for purposes of this paragraph 21 may be changed to any other addressee and address by giving written notice of such change in the manner provided in paragraph 21.1. Unless and until written notice of change of addressee and/or address is delivered in the manner provided in paragraph 21.1, the addressee and address set forth in this Agreement shall continue in effect for all purposes hereunder.

23. ENTIRE AGREEMENT.

This Agreement contains the entire Agreement between IVFTZ and CONSULTANT relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

24. MODIFICATION.

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the Party against whom the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

25. CAPTIONS.

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

26. PARTIAL INVALIDITY.

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

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27. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

As used in this Agreement and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include a gender. CONSULTANT as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include both the singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity. All covenants herein contained on the part of CONSULTANT shall be joint and several if more than one person, firm or entity executes this Agreement.

28. WAIVER.

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

29. CHOICE OF LAW.

This Agreement shall be governed by the laws of the State of California. This Agreement is made and entered into in Imperial County, California. Any action brought by either Party with respect to this agreement shall be brought in a court of competent jurisdiction within said IVFTZ.

30. AUTHORITY.

30.1. Each individual executing this Agreement on behalf of CONSULTANT represents that:

30.1.1. He/She is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT;

30.2.2. Such execution and delivery is in accordance with the terms of the Articles of Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

30.2.3. This Agreement is binding upon CONSULTANT accordance with its terms.

30.2. CONSULTANT shall deliver to IVFTZ evidence acceptable to IVFTZ of the foregoing within thirty (30) days of execution of this Agreement.

31. COUNTERPARTS.

This Agreement (as well as any amendments hereto) may be executed in any number of counterparts, each of which when executed shall be an original, and all of which together shall constitute

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one and the same Agreement. No counterparts shall be effective until all Parties have executed a counterpart hereof.

32. REVIEW OF AGREEMENT TERMS.

32.1. Each Party has received independent legal advice from its attorneys with respect to the advisability of making the representations, warranties, covenants and agreements provided for herein, and with respect to the advisability of executing this Agreement.

32.2. Each Party represents and covenants with the other Party that:

32.2.1. This Agreement in its reduction to final written form is a result of extensive good faith negotiations between the Parties and/or their respective legal counsel;

32.2.2. The Parties and their legal counsel have carefully reviewed and examined this Agreement for execution by said Parties; and

32.2.3. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

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33. NON-APPROPRIATION.

This Agreement is based upon the availability of public funding. In the event that public funds are unavailable and not appropriated for the performance of the services set forth in this Agreement, this Agreement shall be terminated without penalty after written notice to CONSULTANT of the unavailability and/or non-appropriation of funds.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

IMPERIAL VALLEY FOREIGN TRADE ZONE:

CONSULTANT:

<AGENCY>

By: _____

<NAME>,
Chair

By: _____

<NAME>,
President

APPROVED AS TO FORM:

<NAME>
County Counsel

By: _____

<NAME>
Deputy County Counsel