

Professional Service Agreement between the Riverside Local  
Agency Formation Commission and Dopudja & Wells, Inc., a California Corporation

This Agreement, made and entered into this 8th day of August, 2022, by and  
between Dopudja & Wells, Inc., a California corporation (herein referred to as "CONTRACTOR"),  
and the Riverside Local Agency Formation Commission, a commission created within the County  
of Riverside by the provisions of the Cortese-Knox-Hertzberg Local Government Reorganization  
Act of 2000, set forth in Government Code section 56000 et seq. (herein referred to as "LAFCO").

WHEREAS, Government Code section 56375(k) authorizes LAFCO to contract for  
professional services with a person who is trained and experienced, and who is competent to perform  
the services required so as to carry out and effect the functions of the commission; and

WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and experience to  
perform tasks set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties  
hereto agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR, at the request of LAFCO, shall analyze and prepare the  
"Alternative Governance Structures and Alternative Electricity Service  
Provision- Imperial Irrigation District" report as outlined and specified in  
Exhibit A consisting of four (4) pages, attached hereto and by this reference  
incorporated herein.

**1.2** CONTRACTOR represents and maintains that it is skilled to perform all services,  
duties, and obligations required by this Agreement to fully and adequately complete  
the project. CONTRACTOR shall perform the services and duties in conformance  
with and consistent with the standards generally recognized as being employed by  
professionals in the same discipline in the State of California. CONTRACTOR  
further represents and warrants that it has all licenses, permits, qualifications and  
approvals of whatever nature that are legally required to practice its

profession/service. CONTRACTOR further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement. **CONTRACTOR is not to perform services for LAFCO outside of this Agreement.**

2. **Period of Performance**

2.1 Unless terminated as specified in Section 8 Termination, this Agreement shall be effective upon execution and continue in effect through February 29, 2024. Extension of this Agreement shall require mutual written consent by the CONTRACTOR and LAFCO and shall be considered an amendment to this Agreement to be processed in accordance with Section 10 Alteration. CONTRACTOR shall commence performance of the requested services upon notification and shall diligently perform such services.

3. **Compensation**

3.1 LAFCO shall pay CONTRACTOR for services performed and expenses incurred in accordance with the terms of Exhibit B attached hereto. Maximum payments by LAFCO to CONTRACTOR shall not exceed \$ 416,380. LAFCO is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of service or products.

3.2 Said compensation shall be paid in accordance with an invoice submitted to LAFCO by CONTRACTOR within fifteen (15) calendar days from the last day of each calendar month, and LAFCO shall pay the invoice within thirty (30) calendar days from the date of receipt of the invoice. Payments are to be made to Dopudja & Wells, Inc.

3.3 It is mutually agreed and understood that the obligation of LAFCO is limited by and contingent upon the availability of LAFCO funds for the reimbursement of CONTRACTOR's fees. In the event that such funds are not forthcoming for any reason, LAFCO shall immediately notify CONTRACTOR in writing, and this Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of LAFCO'S notification by CONTRACTOR. In the

event of such termination, CONTRACTOR shall be entitled to reimbursement of its costs in accordance with Section 8 Termination.

**4. Assignment**

CONTRACTOR shall not delegate or assign any interest in this Agreement and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of LAFCO.

**5. Hold Harmless/Indemnification**

**5.1** CONTRACTOR shall indemnify and hold harmless LAFCO, its Commissioners, employees, agents and representatives from any liability to the proportionate extent arising out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, subcontractors, agents or representatives while performing services under this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. CONTRACTOR shall defend at sole expense, all costs and fees, including but not limited to attorneys' fees, defense and settlements or awards in any claim or action based upon the foregoing.

**5.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of LAFCO; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to LAFCO as set forth herein. CONTRACTOR's obligation to defend, indemnify and hold harmless LAFCO shall be subject to LAFCO having given CONTRACTOR written notice within a reasonable period of time of the claim or the commencement of the related action, as the case may be, and information and reasonable assistance, at the CONTRACTOR's expense, for the defense or settlement thereof. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to LAFCO the

appropriate form of dismissal relieving LAFCO from any liability for the action or claim involved. Section 5 shall survive the termination of this Agreement.

**5.3** The specified insurance limits required in the Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless LAFCO herein from third party claims.

**6. Waiver of Default**

Any waiver by LAFCO of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of LAFCO to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping LAFCO from enforcement hereof.

**7. Availability of Funding**

LAFCO's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of LAFCO shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance. If funds will not be available, LAFCO shall provide notice to CONTRACTOR as soon as this fact is known.

**8. Termination**

**8.1** LAFCO may terminate this Agreement without cause upon thirty (30) days' written notice served upon CONTRACTOR stating the extent and effective date of termination.

**8.2** LAFCO may, upon five (5) days' written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time after receiving written notice from LAFCO. In the event of such termination, LAFCO may proceed with the work in any manner deemed proper to LAFCO.

**8.3** After receipt of the Notice of Termination pursuant to paragraph 8.1 or 8.2 above,



CONTRACTOR shall:

a.) Stop all work under this Agreement on the date specified in the Notice of Termination.

b.) Transfer to LAFCO and deliver in the manner, and to the extent, if any, as directed by LAFCO, any equipment, information, data or reports which, if the Agreement had been completed, would have been required to be furnished to LAFCO;

**8.4** After termination pursuant to paragraph 8.1 or 8.2 above, LAFCO shall make payment for all services performed in accordance with this Agreement as of the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement.

**8.5** Notwithstanding any of the provisions of this Agreement, CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, a willful or material breach of this Agreement by CONTRACTOR, or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**8.6** The rights and remedies of LAFCO provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**9. Disputes**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Executive Officer, who shall furnish the decision in writing. The decision of the Executive Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith.

1 CONTRACTOR shall proceed diligently with the performance of the Agreement pending the  
2 Executive Officer's decision.

3 **10. Alteration**

4 Modifications or changes to the scope of work or this Agreement may only be made by  
5 written amendment to this Agreement signed by either the LAFCO Chair or the Executive Officer  
6 and CONTRACTOR.

7 **11. Independent Contractor**

8 **11.1** CONTRACTOR is, for purposes arising out of this Agreement, an independent  
9 contractor and shall not be deemed an employee of LAFCO. It is expressly  
10 understood and agreed that CONTRACTOR shall in no event, as a result of this  
11 Agreement, be entitled to any benefits to which LAFCO employees are entitled,  
12 including but not limited to overtime, any retirement benefits, worker's compensation  
13 benefits, and injury leave or other leave benefits. CONTRACTOR hereby holds  
14 LAFCO harmless from any and all claims that may be made against LAFCO based  
15 upon any contention by any third party that an employer-employee relationship exists  
16 by reason of this Agreement.

17 **11.2** It is further understood and agreed by the parties hereto that CONTRACTOR, in the  
18 performance of its obligations hereunder, is subject to the control or direction of  
19 LAFCO merely as to the result to be accomplished by the services hereunder agreed  
20 to be rendered and performed and not as to the means and methods for accomplishing  
21 the results.

22 **11.3** CONTRACTOR shall provide and maintain, throughout the term of this Agreement,  
23 CONTRACTOR's own workplace, tools, equipment, and supplies necessary to  
24 perform the duties set forth under this Agreement. Notwithstanding the foregoing,  
25 LAFCO may, in its sole discretion, and with its prior written consent, provide access  
26 to LAFCO facilities, offices, or meeting rooms during regular work hours for  
27 meetings, conferences, or other work of CONTRACTOR.

28 **11.4** CONTRACTOR has the right to perform services for other clients during the term

1 of this Agreement as long as such services are not in direct conflict with the services  
2 provided to LAFCO.

3 **12. Subcontract for Work or Services**

4 No Agreement shall be made by CONTRACTOR with any party for furnishing any of the  
5 work or services herein contained without the prior written approval of the Executive Officer, but  
6 this provision shall not require the approval of contracts of employment between CONTRACTOR  
7 and personnel assigned for services thereunder, or for parties named in the proposal and agreed to  
8 under any resulting contract. The following individuals/firms are acknowledged as subcontractors  
9 to Dopudja & Wells, Inc. for this project: Brian J. Brady & Associates and PC Consulting.

10 **13. Interest of Contractor**

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

16 **14. Conduct of Contractor**

17 **14.1** CONTRACTOR agrees to inform LAFCO of all CONTRACTOR's and  
18 subcontractors' interest(s), if any, which are or which CONTRACTOR believes to  
19 be incompatible with any interest of LAFCO.

20 **14.2** CONTRACTOR and subcontractors shall not act, under any circumstances, in a  
21 manner that might reasonably be interpreted as an attempt to influence the recipient  
22 in the conduct of its duties, or accept any gratuity or special favor from individuals  
23 or organizations with whom CONTRACTOR or subcontractors are doing business  
24 or proposing to do business, in accomplishing the work under the Agreement.

25 **14.3** CONTRACTOR, subcontractors or employees thereof shall not offer gifts, gratuity,  
26 favors and/or entertainment directly or indirectly to LAFCO employees.

27 **15. Disallowance**

28 In the event CONTRACTOR receives payment for services under this Agreement that is

1 later disallowed by LAFCO for nonconformance with the terms and conditions herein, and LAFCO  
2 provides written notice to CONTRACTOR of same, and adequate justification for such  
3 disallowance, CONTRACTOR shall promptly refund the disallowed amount to LAFCO on request,  
4 or at its option, LAFCO may offset the amount disallowed from any payment due to  
5 CONTRACTOR under any agreement with LAFCO.

6 **16. Governing Law; Jurisdiction; Severability**

7 This Agreement and its construction and interpretation as to validity, performance and  
8 breach shall be construed under the laws of the State of California. Any legal action related to this  
9 Agreement shall be filed in the Superior Court of the State of California located in Riverside,  
10 California. In the event any provision in this Agreement is held by a court of competent jurisdiction  
11 to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full  
12 force without being impaired or invalidated in any way.

13 **17. Insurance**

14 Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold LAFCO  
15 harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and  
16 expense, the following insurance coverages during the term of this Agreement.

17 **17.1 Workers' Compensation**

18 If CONTRACTOR has employees as defined by the State of California,  
19 CONTRACTOR shall maintain statutory Workers' Compensation Insurance  
20 (Coverage A) as prescribed by the laws of the State of California. Policy shall include  
21 Employers' Liability (Coverage B) including Occupational Disease with limits not  
22 less than one million dollars (\$1,000,000) per person per accident. The policy shall  
23 be endorsed to waive subrogation in favor of LAFCO, and, if applicable, to provide  
24 a Borrowed Servant/Alternate Employer Endorsement.

25 **17.2 Commercial General Liability**

26 CONTRACTOR shall procure and maintain Commercial General Liability insurance  
27 coverage, including but not limited to, premises liability, contractual liability,  
28 products and completed operations liability, personal and advertising injury covering

claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name LAFCO and all its commissioners, employees, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than one million dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

### **17.3 Vehicle Liability**

If CONTRACTOR's vehicle or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name LAFCO and all its commissioners, employees, agents or representatives as Additional Insureds.

### **17.4 Professional Liability Insurance**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original

insurer. Coverage provided under items 1), 2) or 3) shall continue for a period of two (2) years beyond the termination of this Agreement, if available.

**17.5 General Insurance Provisions – All Lines**

**17.5.1** Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the LAFCO Risk Manager. If the LAFCO Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

**17.5.2** CONTRACTOR's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed five hundred thousand dollars (\$500,000) per occurrence, such deductibles and/or retentions shall have the prior written consent of the LAFCO Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions unacceptable to LAFCO, and at the election of the LAFCO Risk Manager, CONTRACTOR's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions with respect to this Agreement with LAFCO, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

**17.5.3** CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish LAFCO with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the LAFCO Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days' written

1 notice shall be given to LAFCO prior to any material modification, cancellation,  
2 expiration or reduction in coverage of such insurance. In the event of a material  
3 modification, cancellation, expiration, or reduction in coverage, this Agreement  
4 shall terminate forthwith, unless LAFCO receives, prior to such effective date,  
5 another properly executed original Certificate of Insurance and original copies  
6 of endorsements or certified original policies, including all endorsements and  
7 attachments thereto evidencing coverage's set forth herein, and the insurance  
8 required herein is in full force and effect. ***CONTRACTOR shall not commence***  
9 ***operations until LAFCO has been furnished original Certificate(s) of***  
10 ***Insurance and certified original copies of endorsements or policies of***  
11 ***insurance including all endorsements and any and all other attachments as***  
12 ***required in this Section. An individual authorized by the insurance carrier to***  
13 ***do so on its behalf shall sign the original endorsements for each policy and***  
14 ***the Certificate of Insurance.***

15 **17.5.4** It is understood and agreed to by the parties hereto and the insurance  
16 company(s), that CONTRACTOR's Certificate(s) of Insurance and policies  
17 shall so covenant and shall be construed as primary insurance, and LAFCO'S  
18 insurance and/or deductibles and/or self-insured retentions or self-insured  
19 programs shall not be construed as contributory.

20 **17.5.5** LAFCO'S Reserved Rights-Insurance. If, during the term of this  
21 Agreement or any extension thereof, there is a material change in the scope of  
22 services, LAFCO reserves the right to adjust the types of insurance required  
23 under this Agreement and the monetary limits of liability for the insurance  
24 coverage currently required herein, if, in the LAFCO Risk Manager's reasonable  
25 judgment, the amount or type of insurance carried by CONTRACTOR has  
26 become inadequate.

27 **17.5.6** CONTRACTOR shall pass down the insurance obligations contained  
28 herein to all tiers of subcontractors working under this Agreement.

17.5.7 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to LAFCO.

18. **Licensing and Permits**

18.1 All offerors and contractors shall be licensed, if required, in accordance with the laws of this State and any offeror or contractor not so licensed is subject to the penalties imposed by such laws.

18.2 CONTRACTOR further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

19. **Contractor's Responsibility**

19.1 It is understood that CONTRACTOR has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that LAFCO relies upon CONTRACTOR's representations about its skills, experience and knowledge to perform CONTRACTOR's services in a competent manner. Acceptance by LAFCO of the services to be performed under this Agreement does not operate as a release of said CONTRACTOR from responsibility for the work performed.

19.2 It is further understood and agreed that CONTRACTOR is apprised of the scope of the work to be performed under this Agreement, and CONTRACTOR agrees that said work can and shall be performed in a fully competent manner.

20. **Conflict of Interest**

CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

21. **Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification,



1 race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital  
2 status or sex in the performance of this Agreement, and, to the extent they are found to be applicable  
3 hereto, shall comply with the provisions of the California Fair Employment Practices Act  
4 (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-  
5 352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), and all other  
6 applicable laws and regulations.

7 **22. Assurances**

8 CONTRACTOR will comply with LAFCO policies and procedures where applicable, and  
9 LAFCO will provide any such policies and procedures to CONTRACTOR. In the event that the  
10 policies and procedures promulgated by LAFCO are more restrictive than, but not in conflict with,  
11 Federal or State policies and procedures, those issued by LAFCO will prevail.

12 **23. Records and Documents**

13 CONTRACTOR shall make available, upon written request by LAFCO and any duly  
14 authorized Federal, State or County agency, a copy of this Agreement and such books, documents  
15 and records as are necessary to certify the nature and extent of the costs of the services provided by  
16 CONTRACTOR. All such books and records shall be maintained by CONTRACTOR for at least  
17 five (5) years from the termination of this Agreement and be available for audit by LAFCO.  
18 CONTRACTOR shall provide LAFCO with reports and information relative to this Agreement and  
19 in accordance with terms set forth herein, as requested by LAFCO. All work papers prepared by  
20 CONTRACTOR shall remain the property of CONTRACTOR.

21 **24. Confidentiality**

22 CONTRACTOR shall protect from unauthorized disclosure names and other identifying  
23 information concerning persons receiving services pursuant to this Agreement, except for statistical  
24 information not identifying any client. CONTRACTOR shall not use such information for any  
25 purpose other than carrying out CONTRACTOR's obligations under this Agreement.  
26 CONTRACTOR shall promptly transmit to LAFCO all requests for disclosure of such information  
27 not emanating from the client. CONTRACTOR shall not disclose, except as otherwise specifically  
28 permitted by this Agreement or authorized by the client, any such information to anyone other than

1 LAFCO. For purposes of this paragraph, identity shall include, but not be limited to, name,  
2 identifying number, symbol, or other identifying particular assigned to the individual, such as  
3 fingerprint, voiceprint or a photograph. CONTRACTOR in this Agreement is subject to all relevant  
4 requirements contained in the Health Insurance Portability and Accountability Act of 1996  
5 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated  
6 subsequent thereto. CONTRACTOR hereto agrees to cooperate in accordance with the terms and  
7 intent of this Agreement for implementation of relevant law(s) and/or regulations(s) promulgated  
8 under this Law. CONTRACTOR further agrees that it shall be in compliance, and shall remain in  
9 compliance, with the requirements of HIPAA, and the laws and regulations promulgated subsequent  
10 hereto, as may be amended from time to time.

11 **25. Administration/Contract Liaison**

12 The Executive Officer, or designee, shall administer this Agreement on behalf of LAFCO.

13 **26. Notices**

14 All correspondence and notices required or contemplated by this Agreement shall be  
15 delivered to the respective parties at the addresses set forth below and are deemed submitted one (1)  
16 day after their deposit in the United States mail, postage prepaid:

17 //

18 Riverside Local Agency Formation Commission	Dopudja & Wells, Inc., a California
19 Attn: Gary Thompson, Executive Officer	Corporation
20 6216 Brockton Avenue, Suite 111-B	Attn: Stephen Dopudja, P.E.
21 Riverside, CA 92506	6789 Quail Hill Parkway, #421
22	Irvine, CA 92603

23 //

24 **27. Force Majeure**

25 **27.1** In the event CONTRACTOR is unable to comply with any provision of this  
26 Agreement due to causes beyond its control, such as acts of God, acts of war, civil disorders,  
27 or other similar acts, CONTRACTOR shall not be held liable to LAFCO for such failure to  
28 comply.

1       **27.2**     In the event LAFCO is unable to comply with any provision of this Agreement due  
2       to causes beyond its control relating to acts of God, acts of war, civil disorders, or other  
3       similar acts, LAFCO shall not be held liable to CONTRACTOR for such failure to comply.

4 **28.   Mutual Cooperation**

5       LAFCO agrees to cooperate with CONTRACTOR in CONTRACTOR's performance of  
6 services for LAFCO under this Agreement, including providing CONTRACTOR with reasonable  
7 facilities and timely access to LAFCO data, information and personnel. LAFCO shall be responsible  
8 for the performance of its employees and agents and for the accuracy and completeness of all data  
9 and information provided to CONTRACTOR.

10 **29.   EDD Reporting Requirements**

11       In order to comply with child support enforcement requirements of the State of California,  
12 LAFCO may be required to submit a Report of Independent Contractor(s) form **DE 542** to the  
13 Employment Development Department.

14       It is expressly understood that this data will be transmitted to governmental agencies charged  
15 with the establishment and enforcement of child support orders and for no other purposes and will  
16 be held confidential by those agencies. Failure of CONTRACTOR to timely submit the data and/or  
17 certificates required may result in contract being awarded to another contractor. In the event a  
18 contract has been issued, failure of CONTRACTOR to comply with all federal and state reporting  
19 requirements for child support enforcement or to comply with all lawfully served Wage and  
20 Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of the  
21 Agreement. Failure to cure such breach within sixty (60) calendar days' notice from LAFCO shall  
22 constitute grounds for termination of the Agreement.

23       If you have any questions concerning this reporting requirement, please call (916) 657-0529.  
24 You may also contact your local Employment Tax Customer Service Office listed in your telephone  
25 directory in the State Government section under "Employment Development Department," or you  
26 may access its internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

27 **30.   Entire Agreement**

28       This Agreement, including any Exhibits attached hereto and Scope(s) of Work entered into

1 pursuant to it, constitutes the entire Agreement of the parties hereto with respect to its subject matter  
2 and supersedes all prior and contemporaneous representations, proposals, discussions and  
3 communications, whether oral or in writing. This Agreement may be modified only in writing and  
4 shall be enforceable in accordance with its terms when signed by each of the parties hereto.

5 //

6 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to  
7 execute this Agreement.

8 //

9 Riverside Local Agency Formation Commission

Dopudja & Wells, Inc., a California  
Corporation

10

11

12

13

14 Print Name: Michael M. Vargas

15 Title: Chair

16 Date: 7/28/2022

17 //

18 //

FORM APPROVED COUNTY COUNSEL

BY: MRC 6/15/2022  
MELISSA R. CUSHMAN DATE

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

Stepen Dopudja

Print Name: STEPHEN DOPUDJA

Title: PRESIDENT / CEO

Date: 8/8/2022

## Scope of Services

The Study shall review the current conditions relative to the electricity service provision by the Imperial Irrigation District (IID) and address two requirements regarding the objectives of the Study:

- “Options for providing continued publicly and/or independent system operator owned and managed electrical service in perpetuity to Imperial Irrigation District electrical serve area customers prior to, and after, the expiration of the 99-year lease for power rights made between the Imperial Irrigation District and the Coachella Valley Water District in 1934.”
- “Options for alternative governance structures that would extend voting rights to registered voters who reside within the Imperial Irrigation District electrical service area to provide for proportional representation on a governing board that will have primary jurisdiction on all electrical service matters. Any findings shall isolate water rights and management as the sole responsibility of the current Imperial Irrigation District board of directors and shall not affect the water service area boundaries of the Imperial Irrigation District.”

### **Objectives/Expectations of the Consultant**

In completing all tasks and work products the consultant recognizes that it is the express desire of Riverside LAFCO and Imperial LAFCO to:

- Conduct the required analyses in the most cost-effective manner possible.
- Utilize information that is currently available rather than initiate new analyses.
- Conduct the analyses in a collaborative fashion with opportunities for input and review by stakeholders- each LAFCO, IID, the Coachella Valley Energy Commission (CVEC), the affected cities, special districts and Native American tribes, Riverside and Imperial Counties, and relevant non-governmental organizations.
- Create a product that will be useful to each LAFCO Commission, the Imperial Irrigation District, Riverside and Imperial Counties, the State Legislature, and the general public in making conclusions and decisions regarding the recommendations and options presented in the Study.
- Have all published work products be readily accessible to, and easily understandable by, the general public.

The consultant is expected to use any and all available information relevant to development of the Study including interviews, surveys, previous research reports, engineering reports, adopted IID budgets and electricity customer(connection) data, and audit reports, etc. Enough data and information should be collected to construct a clear, concise and comprehensive report.

## **Scope of Work Tasks & Deliverables**

### **TASK 1 – Preparation**

- a. Conduct a joint “kick off” meeting by video/audio teleconferencing within 10 working days after receipt of the Notice to Proceed to discuss in detail the schedule, data collection, report format, deliverables, and other matters relevant to the project.
- b. Establish direct contact links for information dissemination to each LAFCO.

### **TASK 2 – Information Collection and Verification**

- a. Collect relevant source documents such as applicable state statutes, service area maps, master service plans, agreements, audits, budgets, demographic and electricity connection/customer data, electricity rate data, and other information relevant to completing the Study.
- b. Contact or meet as necessary with the appropriate representative(s) of IID, the CVEC, and other relevant agencies to ensure that all necessary information has been collected in a consistent format. Anticipate a total of 21 meetings either in person or by video/teleconference with stakeholders identified in Task #1.
- c. Review and verify data and other information obtained is sufficient to complete the Study.
- d. Notify Riverside LAFCO and Imperial LAFCO immediately of any delays in obtaining requested information and data from any agency contacted.

### **TASK 3 – Administrative/Agency Draft Study Report**

- a. Prepare an Administrative Draft Study Report that includes:
  - i. An Executive Summary that includes background information on the Study, an overview of the two required options to be analyzed, and the different scenarios developed for each option with recommendations for potential implementation.
  - ii. An Analysis section that includes a detailed discussion for each of the scenarios developed for each of the two options required to be studied. This section shall include as a minimum, a matrix delineating the pros and cons and implementation recommendations for each scenario, any applicable maps, tables and graphs, and a general analysis of costs associated with any of the scenarios related to electricity services, including a general rate comparison discussion.
  - iii. A Conclusion and Recommendations section that synthesizes the analysis into an overall recommendation for the most cost effective and efficient implementation scenario for each required option.
- b. Provide one electronic copy each to Riverside LAFCO and Imperial LAFCO for review and distribution to affected public agencies and stakeholders for comment, and meet via video/audio teleconferencing as necessary with key agencies and each LAFCO staff to discuss. As a minimum, assume each LAFCO, IID and the CVEC will require a meeting. Anticipate two additional updated draft reports will be required as comments are provided and re-routed for further review.

Deliverables- Electronic copies of Administrative Draft Study Report, and each update submitted to Riverside LAFCO and Imperial LAFCO for distribution to affected public agencies, for comments.

#### **TASK 4 - Final Study Report**

- a. Based on the comments received on the final Administrative Draft Study Report, prepare a Final Study Report including all updated information from Task 3.
- b. Identify status of comments received and adjudication of each comment.
- c. Provide one electronic copy each to Riverside LAFCO and Imperial LAFCO of the Final Study Report for distribution to affected public agencies and stakeholders, and to each respective Commission.
- d. Provide a Presentation of the Final Study Report individually to each LAFCO Commission, the IID board of Directors and the CVEC Commissioners at a regularly scheduled meeting, or special meeting during the December 2023/January 2024 timeframe.

Deliverable- Electronic copy of Final Study Report submitted to Riverside LAFCO and Imperial LAFCO for distribution to public agencies, each LAFCO Commission, and final publication.

#### **TASK 5 – Project Control**

Project control activities shall be performed to include coordination of project activities with LAFCO staff, management of internal project staff, monitoring of schedule and budget, and internal review of work products (QA/QC). Additionally, email status reports will be provided as necessary, in addition to monthly progress summaries provided with invoices.

## **Tentative Milestone Schedule**

**Critical Due Dates are Mandatory due to requirements from the State Water Resources Control Board contained within the Funding Agreement.**

<u>MILESTONE</u>	<u>CRITICAL DUE DATE</u>	<u>ESTIMATED DUE DATE</u>
Notice to Proceed		Late June/Early July 2022
Detailed Project Schedule	30 Days After Notice to Proceed	
Kickoff Meeting		Early July 2022
Data Collection/Stakeholder Meetings		July 2022-January 2023
Status Review Meetings		As Needed
Initial Draft Study Report	March 31, 2023	
Initial Draft Study Report Meetings		May 31, 2023
Comments on Initial Draft Study Report		August 2023
Updates to the Initial Draft Study Report		As Needed
Final Study Report	November 30, 2023	
Final Study Report Presentations	December 2023/January 2024	



## **Exhibit B**

## Fee Schedule

The Tasks in the Scope of Work described above will be performed on a time and materials basis, with the total fee not to exceed \$416,380. The task-level details of this fee are provided in chart below. CONTRACTOR shall not exceed the fee shown in the chart below without written authorization from Riverside LAFCO.

Table 1. Task-Level Fee Detail		Dopudja	Wells	Jones	Brady*	Wilson*				
		Principal PM	Assistant PM	Senior Advisor	Technical Resource	Technical Resource	Total Labor	Total Labor	Expenses**	Task Total
		\$ 295	\$ 275	\$ 295	\$ 305	\$ 385	Hours	\$	\$	\$
<b>Task 1</b>	<b>Preparation</b>	10	6	16	4	4	40	\$ 12,080	\$ 1,000	\$ 13,080
	Kickoff Meeting	6	6	6	4	4	26	7,950	1000	8,950
	Contact List and Procedures	4		10			14	4,130		4,130
<b>Task 2</b>	<b>Information Collection and Verification</b>	98	116	216	82	82	594	\$ 81,110	\$ 5,000	\$ 186,110
	Data Collection	2	20	40			62	7,890		17,890
	Data Review			80	40	40	160	51,200		51,200
	Agency Meetings (21 Total)	96	96	96	42	42	372	112,020	5000	117,020
<b>Task 3</b>	<b>Administrative Draft Study Report</b>	96	60	180	60	60	456	\$139,320	\$ 1,000	\$ 140,320
	Scenario Creation and Analysis	64		120	36	36	256	79,120		79,120
	Draft Report	20	48	48	12	12	140	41,540		41,540
	Agency Meetings for Draft Report (2)	12	12	12	12	12	60	18,660	1000	19,660
<b>Task 4</b>	<b>Final Study Report</b>	24	44	34	24	24	150	\$ 45,770	\$ 1,000	\$ 46,770
	Final Report	8	20	10	8	8	54	16,330	1000	17,330
	Presentation of Final Report (4)	16	24	24	16	16	96	29,440		29,440
<b>Task 5</b>	<b>Project Control</b>	60	20	0	10	10	100	\$ 30,100	-	\$ 30,100
	Project Management	60	20				80	23,200		23,200
	QA/QC				10	10	20	6,900		6,900
<b>Total, Hours</b>		<b>288</b>	<b>246</b>	<b>446</b>	<b>180</b>	<b>180</b>	<b>1340</b>			
<b>Total, \$</b>		<b>\$ 84,960</b>	<b>\$ 67,650</b>	<b>\$ 131,570</b>	<b>\$ 54,900</b>	<b>\$ 69,300</b>		<b>\$ 408,380</b>	<b>\$ 8,000</b>	<b>\$ 416,380</b>