

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

This Agreement, made and entered into this 3<sup>rd</sup> day of June, 2021 by and  
between Dopudja & Wells Consulting, 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 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; and

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 relative  
documents and reports for completion of the Murrieta Focused Municipal Service  
Review as outlined and specified in Exhibit A, Scope of Work, consisting of three  
(3) pages, attached hereto and by this reference incorporated herein. The Scope of  
Work consists of Tasks One (1) through Three (3) to directly be performed, and Task  
Four (4) to be performed only if authorized by the LAFCO Executive Officer during  
the performance of the basic work.

**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  
to 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 is 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 December 31, 2021. 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 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 \$ \$13,810 for Tasks One (1) through Three (3) as outlined in Exhibit A, and \$5,800 for optional Task Four (4) as outlined in Exhibit A if authorized to be performed. Total not to exceed cost is \$19,610. 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 Consulting, Inc.

1       **3.3**   It is mutually agreed and understood that the obligation of LAFCO is limited by and  
2                   contingent upon the availability of LAFCO funds for the reimbursement of  
3                   CONTRACTOR's fees. In the event that such funds are not forthcoming for any  
4                   reason, LAFCO shall immediately notify CONTRACTOR in writing, and this  
5                   Agreement shall be deemed terminated and have no further force and effect  
6                   immediately on receipt of LAFCO'S notification by CONTRACTOR. In the event  
7                   of such termination, CONTRACTOR shall be entitled to reimbursement of its costs  
8                   in accordance with Section 8 TERMINATION.

9       **4.     Assignment**

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

13       **5.     Hold Harmless/Indemnification**

14       **5.1**   CONTRACTOR shall indemnify and hold harmless LAFCO, its Commissioners,  
15                   employees, agents and representatives from any liability to the extent arising out of  
16                   the willful and/or negligent acts, errors, or omissions of CONTRACTOR, its officers,  
17                   employees, subcontractors, agents or representatives while performing services  
18                   under this Agreement, including but not limited to property damage, bodily injury,  
19                   or death or any other element of any kind or nature whatsoever; CONTRACTOR  
20                   shall defend, at its expense, all costs and fees including but not limited to attorneys'  
21                   fees, cost of investigation, defense and settlements or awards in any claim or action  
22                   based upon the foregoing.

23       **5.2**   With respect to any action or claim subject to indemnification herein by  
24                   CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use  
25                   counsel of their own choice and shall have the right to adjust, settle, or compromise  
26                   any such action or claim without the prior consent of LAFCO; provided, however,  
27                   that any such adjustment, settlement or compromise in no manner whatsoever limits  
28                   or circumscribes CONTRACTOR's indemnification to LAFCO as set forth herein.

CONTRACTOR's obligation to defend, indemnify and hold harmless LAFCO or shall be subject to LAFCO or 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 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, or 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.

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1 **9. Disputes**

2 Except as otherwise provided in this Agreement, any dispute concerning a question of fact  
3 arising under this Agreement which is not disposed of by agreement shall be decided by the  
4 Executive Officer, who shall furnish the decision in writing. The decision of the Executive Officer  
5 shall be final and conclusive unless determined by a court of competent jurisdiction to have been  
6 fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith.  
7 CONTRACTOR shall proceed diligently with the performance of the Agreement pending the  
8 Executive Officer's decision.

9 **10. Alteration**

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

13 **11. Independent Contractor**

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

23 **11.2** It is further understood and agreed by the parties hereto that CONTRACTOR, in the  
24 performance of its obligation hereunder, is subject to the control or direction of  
25 LAFCO merely as to the result to be accomplished by the services hereunder agreed  
26 to be rendered and performed and not as to the means and methods for accomplishing  
27 the results.

28 **11.3** CONTRACTOR shall provide and maintain, throughout the term of this Agreement,

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

**11.4** CONTRACTOR has the right to perform services for other clients during the term of this Agreement as long as such services are not in direct conflict with the services provided to LAFCO.

**12. Subcontract for Work or Services**

No Agreement shall be made by CONTRACTOR with any party for furnishing any of the work or services herein contained without the prior written approval of the Executive Officer, but this provision shall not require the approval of contracts of employment between CONTRACTOR and personnel assigned for services thereunder, or for parties named in the proposal and agreed to under any resulting contract. The following individuals are acknowledged as subcontractors to Dopudja & Wells Consulting, Inc. for this project: NONE.

**13. Interest of Contractor**

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

**14. Conduct of Contractor**

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

**14.2** CONTRACTOR and subcontractors shall not act, under any circumstances, in a manner that might reasonably be interpreted as an attempt to influence the recipient

in the conduct of its duties, or accept any gratuity or special favor from individuals or organizations with whom CONTRACTOR or subcontractors are doing business or proposing to do business, in accomplishing the work under the Agreement.

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

**15. Disallowance**

In the event CONTRACTOR receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by LAFCO, and LAFCO provides written notice to CONTRACTOR of same and adequate justification for such disallowance, CONTRACTOR shall promptly refund the disallowed amount to LAFCO on request, or at its option, LAFCO may offset the amount disallowed from any payment due to CONTRACTOR under any agreement with LAFCO.

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

This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in the Superior Court of the State of California located in Riverside, California. In the event 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.

**17. Insurance**

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

**A. Workers' Compensation**

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million



dollars (\$1,000,000) per person per accident. The policy shall be endorsed to waive subrogation in favor of LAFCO, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

**B. Commercial General Liability**

CONTRACTOR shall procure and maintain Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, 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.

**C. 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.

**D. 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

1 purchase at his sole expense either 1) an Extended Reporting Endorsement (also known  
2 as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date  
3 back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through  
4 Certificates of Insurance that CONTRACTOR has maintained continuous coverage with  
5 the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue  
6 for a period of two (2) years beyond the termination of this Agreement, if available.

7 **E. General Insurance Provisions – All Lines**

- 8 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to  
9 the State of California and have an AM BEST rating of not less than A: VIII (A:8)  
10 unless such requirements are waived, in writing, by the LAFCO Risk Manager. If  
11 the LAFCO'S Risk Manager waives a requirement for a particular insurer, such  
12 waiver is only valid for that specific insurer and only for one policy term.
- 13 2) CONTRACTOR's insurance carrier(s) must declare its insurance deductibles or self-  
14 insured retentions. If such deductibles or self-insured retentions exceed five hundred  
15 thousand dollars (\$500,000) per occurrence, such deductibles and/or retentions shall  
16 have the prior written consent of the LAFCO Risk Manager before the  
17 commencement of operations under this Agreement. Upon notification of  
18 deductibles or self-insured retentions unacceptable to LAFCO, and at the election of  
19 the LAFCO Risk Manager, CONTRACTOR's carriers shall either: 1) reduce or  
20 eliminate such deductibles or self-insured retentions with respect to this Agreement  
21 with LAFCO, or 2) procure a bond which guarantees payment of losses and related  
22 investigations, claims administration, and defense costs and expenses.
- 23 3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish  
24 LAFCO with either 1) a properly executed original Certificate(s) of Insurance and  
25 certified original copies of Endorsements effecting coverage as required herein, or  
26 2) if requested to do so orally or in writing by the LAFCO Risk Manager, provide  
27 original Certified copies of policies including all Endorsements and all attachments  
28 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)

1 and policies of insurance shall contain the covenant of the insurance carrier(s) that  
2 thirty (30) days' written notice shall be given to LAFCO prior to any material  
3 modification, cancellation, expiration or reduction in coverage of such insurance. In  
4 the event of a material modification, cancellation, expiration, or reduction in  
5 coverage, this Agreement shall terminate forthwith, unless LAFCO receives, prior to  
6 such effective date, another properly executed original Certificate of Insurance and  
7 original copies of endorsements or certified original policies, including all  
8 endorsements and attachments thereto evidencing coverage's set forth herein and the  
9 insurance required herein is in full force and effect. ***CONTRACTOR shall not***  
10 ***commence operations until LAFCO has been furnished original Certificate(s) of***  
11 ***Insurance and certified original copies of endorsements or policies of insurance***  
12 ***including all endorsements and any and all other attachments as required in this***  
13 ***Section. An individual authorized by the insurance carrier to do so on its behalf***  
14 ***shall sign the original endorsements for each policy and the Certificate of***  
15 ***Insurance.***

- 16 4) It is understood and agreed to by the parties hereto and the insurance company(s) that  
17 CONTRACTOR's Certificate(s) of Insurance and policies shall so covenant and  
18 shall be construed as primary insurance, and LAFCO'S insurance and/or deductibles  
19 and/or self-insured retention's or self-insured programs shall not be construed as  
20 contributory.
- 21 5) LAFCO'S Reserved Rights-Insurance. If, during the term of this Agreement or any  
22 extension thereof, there is a material change in the scope of services, LAFCO  
23 reserves the right to adjust the types of insurance required under this Agreement and  
24 the monetary limits of liability for the insurance coverage's currently required herein,  
25 if, in the LAFCO Risk Manager's reasonable judgment, the amount or type of  
26 insurance carried by CONTRACTOR has become inadequate.
- 27 6) CONTRACTOR shall pass down the insurance obligations contained herein to all  
28 tiers of subcontractors working under this Agreement.

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 offerers and contractors shall be licensed, if required, in accordance with the laws of this State and any offerer 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,

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

8 **22. Assurances**

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

13 **23. Records and Documents**

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

22 **24. Confidentiality**

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

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

12 **25. Administration/Contract Liaison**

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

14 **26. Notices**

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

18 //

19 Riverside Local Agency Formation Commission

Dopudja & Wells Consulting, Inc.

20 Attn: Gary Thompson Executive Officer

Stephen Dopudja P.E., President

21 6216 Brockton Avenue, Suite 111-B

6789 Quail Hill Parkway, #421

22 Riverside, CA 92506

Irvine, CA 92603

23 **27. Force Majeure**

24 **27.1** In the event CONTRACTOR is unable to comply with any provision of this  
25 agreement due to causes beyond their control such as acts of God, acts of war, civil  
26 disorders, or other similar acts, CONTRACTOR shall not be held liable to LAFCO  
27 for such failure to comply.

28 **27.2** In the event LAFCO is unable to comply with any provision of this Agreement due

1 to causes beyond its control relating to acts of God, acts of war, civil disorders, or  
2 other similar acts, LAFCO shall not be held liable to CONTRACTOR for such failure  
3 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 their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

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1 **30. Entire Agreement**

2 This Agreement, including any Exhibits attached hereto and Scope(s) of Work entered into  
3 pursuant to it, constitutes the entire Agreement of the parties hereto with respect to its subject matter  
4 and supersedes all prior and contemporaneous representations, proposals, discussions and  
5 communications, whether oral or in writing. This Agreement may be modified only in writing and  
6 shall be enforceable in accordance with its terms when signed by each of the parties hereto.

7 //

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

10 //

11 LAFCO:

12 Riverside Local Agency Formation Commission

13

14

15 Print Name: Michael m. vargas

16 Title: Chair

17 Date: 5/5/2021

18 //

19 //

20 //

FORM APPROVED COUNTY COUNSEL  
BY: M.R. Cushman 4/28/2021  
MELISSA R. CUSHMAN DATE

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27 //

CONSULTANT:

Dopudja & Wells Consulting, Inc.



Print Name:

Title:

Date:



## Exhibit A

### Scope of Work

The following tasks comprise the scope of work required for Dopudja & Wells to provide engineering support to Riverside LAFCO in completing the Murrieta FMSR.

#### Task 1. Comment Response

Dopudja & Wells will review comments provided by participating agencies as well as public stakeholders to Riverside LAFCO. Additionally, Dopudja & Wells will provide support in responding to public comments. The comment and response log will be updated as appropriate. It is assumed that the comment response will not require significant technical evaluation such as further hydraulic modeling runs. It is assumed that comments that deal with financial considerations will not be responded to by Dopudja & Wells except as described below in Optional Task 5.

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*Task 1 Summary: An updated comment and response log will be delivered for this task.*

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#### Task 2. Public Workshops and Hearings

It is assumed that one workshop and one public hearing are required to complete the Murrieta FMSR:

- Public meeting with stakeholders and community residents
- Present FMSR Results to the Riverside LAFCO Commission

Dopudja & Wells will prepare presentations for these workshops and commission meetings and will lead the workshops and meetings using these presentations.

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*Task 2 Summary: Dopudja & Wells will collaborate with Riverside LAFCO and participating agency staff to develop presentations for the workshops.*

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#### Task 3. Project Control

Project control activities include coordination of project activities with Riverside LAFCO staff, management of internal project staff, monitoring of schedule and budget, and internal review of work products (QA/QC).

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*Task 3 Summary: Dopudja & Wells will provide bi-weekly project status updates via email, as well as monthly work summaries attached to invoices.*

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#### Optional Task 4. Update of Exhibits

This task is identified as optional because it is currently unknown whether significant updates will be required. If the comment response performed as Task 1 identifies significant updates to the exhibits in the Murrieta FMSR, Dopudja & Wells will update the exhibits using data and direction provided by Riverside LAFCO.

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***Optional Task 4 Summary: If this optional task is authorized, revised exhibits will be delivered and integrated into the FMSR.***

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#### Optional Task 5. Review of Revised Rancho Financial Model

In response to the published Murrieta FMSR, Rancho submitted a revised financial model for service to Riverside LAFCO. It is our understanding that the primary responsibility to review the operational assumptions and financial impacts of this revised model will be performed by the financial consultant who developed the financial models for Riverside LAFCO. However, if necessary and if authorized by Riverside LAFCO, Dopudja & Wells will perform a summary review to evaluate whether the revised financial model correlates with the infrastructure evaluation that was performed for the FMSR.

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***Optional Task 5 Summary: If this optional task is authorized, review comments from the revised financial model will be provided.***

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#### Schedule

Dopudja & Wells understands that completion of the Murrieta FMSR is important to Riverside LAFCO. We also understand the current COVID19 pandemic could continue to impact scheduling of the two remaining meetings. Due to this uncertainty, we assume these meeting will occur before the end of 2021.

Dopudja & Wells will deliver draft presentations one week prior to the public workshops when they are scheduled, to allow review by LAFCO.

## Exhibit B

### Proposed Fee

The primary tasks in the Scope of Work described above will be performed on a time and materials basis, with the total fee not to exceed \$13,810. The task-level details of this fee are provided in Attachment A. Dopudja & Wells will not exceed the fee shown in Attachment A without written authorization from Riverside LAFCO.

Should Riverside LAFCO authorize the optional tasks to update the exhibits and review the revised Rancho financial model, Dopudja & Wells will complete the optional tasks on a time a materials basis, with the total fee not to exceed \$5,800, as shown in Attachment B.

| Table 1. Task-Level Fee Detail (Attachment A to Proposal) |                                      | Wells           | Dopudja         | Total     | Total            |             |               | Task             |
|---|--------------------------------------|-----------------|-----------------|-----------|------------------|-------------|---------------|------------------|
|   |                                      | Project         | Principal       | Labor     | Labor            | Expenses    | Subconsultant | Total            |
|   |                                      | Engineer        | QA/QC           | Hours     | \$               | \$          | \$            | \$               |
| <b>Task 1</b>   | <b>Comment Response</b>              | 12              | 12              | 24        | \$ 6,120         | \$ -        | \$ -          | \$ 6,120         |
|   | Comment Response                     | 12              | 12              | 24        | \$ 6,120         |             |               | \$ 6,120         |
| <b>Task 2</b>   | <b>Public Workshops and Meetings</b> | 12              | 12              | 24        | \$ 6,120         | \$ -        | \$ -          | \$ 6,120         |
|   | Public Workshop in Murrieta          | 6               | 6               | 12        | \$ 3,060         |             |               | \$ 3,060         |
|   | LAFCO Commission Meeting             | 6               | 6               | 12        | \$ 3,060         |             |               | \$ 3,060         |
| <b>Task 3</b>   | <b>Project Control</b>               | 2               | 4               | 6         | \$ 1,570         | \$ -        | \$ -          | \$ 1,570         |
|   | Project Management                   |                 | 4               | 4         | \$ 1,100         |             |               | \$ 1,100         |
|   | QA/QC                                | 2               |                 | 2         | \$ 470           |             |               | \$ 470           |
| <b>Total, Hours</b>                                       |                                      | <b>26</b>       | <b>28</b>       | <b>54</b> |                  |             |               |                  |
| <b>Total, \$</b>  |                                      | <b>\$ 6,110</b> | <b>\$ 7,700</b> |           | <b>\$ 13,810</b> | <b>\$ -</b> | <b>\$ -</b>   | <b>\$ 13,810</b> |

| Table 2. Optional Task Fee Detail (Attachment B to Proposal) |   | Wells           | Dopudja         | Total     | Total           |             |               | Task            |
|--|---|-----------------|-----------------|-----------|-----------------|-------------|---------------|-----------------|
|  |   | Project         | Principal       | Labor     | Labor           | Expenses    | Subconsultant | Total           |
|  |   | Engineer        | QA/QC           | Hours     | \$              | \$          | \$            | \$              |
| <b>Task 4</b>  | <b>Optional: Update of Exhibits</b>                       | 16              | 0               | 16        | \$ 3,760        | \$ -        | \$ -          | \$ 3,760        |
|  | Optional: Update of Exhibits                              | 16              | 0               | 16        | \$ 3,760        |             |               | \$ 3,760        |
| <b>Task 5</b>  | <b>Optional: Review of Revised Rancho Financial Model</b> | 4               | 4               | 8         | \$ 2,040        | \$ -        | \$ -          | \$ 2,040        |
|  | Optional: Review of Revised Rancho Financial Model        | 4               | 4               | 8         | \$ 2,040        |             |               | \$ 2,040        |
| <b>Total, Hours</b>  |   | <b>20</b>       | <b>4</b>        | <b>24</b> |                 |             |               |                 |
| <b>Total, \$</b>   |   | <b>\$ 4,700</b> | <b>\$ 1,100</b> |           | <b>\$ 5,800</b> | <b>\$ -</b> | <b>\$ -</b>   | <b>\$ 5,800</b> |