

**Draft Contract with Riverside LAFCO to
Share Staff Position**

Attachment 5

AGREEMENT FOR PROFESSIONAL SERVICES
LOCAL AGENCY FORMATION COMMISSION FOR SAN
BERNARDINO COUNTY
AND
RIVERSIDE LOCAL AGENCY FORMATION COMMISSION

THIS AGREEMENT IS MADE this ___ day of _____, 2011 by and between the LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY (hereinafter **SBLAFCO** [at 175 West Fifth Street, Second Floor, San Bernardino, California 92415]) and RIVERSIDE LOCAL AGENCY FORMATION COMMISSION (hereinafter **CONTRACTOR** [at 3850 Vine Street, Suite 110, Riverside, California 92507]).

RECITALS

The following recitals are a substantive part of this Agreement:

1. SBLAFCO is in need of professional services including invoicing and related accounting and other clerical duties as required.
2. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish these services.
3. This Agreement is to establish the terms and conditions for SBLAFCO to retain CONTRACTOR to provide the services described below.

AGREEMENT

The parties mutually agree as follows:

1. Term of Agreement

The term of this Agreement shall commence upon execution by both parties or July 1, 2011, whichever is later, and remain in effect until June 30, 2012.

2. CONTRACTOR Responsibilities: Scope of Work

The CONTRACTOR shall work under the direction of the Executive Officer of SBLAFCO, and shall provide the following services:

- invoicing and related accounting for services performed by SBLAFCO in conjunction with the analysis and processing of proposals by SBLAFCO.
- Processing of payments due by SBLAFCO
- Other clerical duties as required.

It is anticipated that CONTRACTOR shall provide an average of between 8 and 12 hours of service per week. Unless otherwise directed by the Executive Officer of SBLAFCO, services shall be performed at the place of business of SBLAFCO.

3. Compensation

CONTRACTOR shall be compensated for time, materials and related expenses authorized by the Executive Office for SBLAFCO. The hourly rate is as follows: Elizabeth Valdez - \$33.60.

4. Independent Contractor

It is agreed that CONTRACTOR shall act and be an independent contractor and is not an agent or employee of SBLAFCO and is not entitled to participate in any compensation plans or other benefits SBLAFCO provides for its employees.

5. Compliance with LAW

CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations of the Federal, State and local government.

6. Indemnification

CONTRACTOR and SBLAFCO each agree to mutually indemnify, defend at their own expense, including attorneys fees, and hold each other harmless from and against all claims, costs, penalties, causes of action, demands, losses and liability of any nature, whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage, (including loss of use) or violation of law, caused by or arising out of or related to any negligent act, error or omission or willful misconduct of that party, its officers or employees, or any other agent acting pursuant to its control and performing under this Agreement.

7. Termination

SBLAFCO may terminate this Agreement for any reason or no reason by giving thirty (30) calendar days written notice of termination. Upon termination, CONTRACTOR will be paid the reasonable value of services actually performed based upon the compensation and payment provisions set forth in this Agreement.

CONTRACTOR may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days written notice of termination for any reason.

8. Modification

This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by SBLAFCO and CONTRACTOR.

9. California Law

This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the San Bernardino County Superior Court.

10. Interpretation

This Agreement shall be interpreted as though prepared by both parties.

11. Notices

All notices shall be personally delivered or mailed, via first-class mail to the below listed addresses:

- (a) Local Agency Formation Commission for San Bernardino County
215 North D Street, Suite 204
San Bernardino, CA 92415-0490
Attn: Kathleen Rollings-McDonald, Executive Officer
- (b) CONTRACTOR – Riverside Local Agency Formation Commission
3850 Vine Street, Suite 110
Riverside, CA 92507-4277
Attn: George J. Spiliotis, Executive Officer

12. Preservation of Agreement

Should a provision of this Agreement be found invalid or unenforceable, the decision shall effect only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS WHEREOF, these parties have executed this Agreement on the day and year shown above.

APPROVED AS TO FORM:

LOCAL AGENCY FORMATION COMMISSION
FOR SAN BERNARDINO COUNTY:

General Counsel
Local Agency Formation Commission
For San Bernardino County

By: _____
Executive Officer

APPROVED AS TO FORM:

CONTRACTOR – RIVERSIDE LOCAL AGENCY
FORMATION COMMISSION:

:

Counsel, Riverside Local Agency
Formation Commission

By: _____
Executive Officer