

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

This Agreement is made and entered into by and between the Local Agency Formation Commission of San Bernardino ("SBLAFCO") and Riverside County Local Agency Formation Commission ("CONTRACTOR").

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. CONTRACTOR shall work under the direction of the Executive Officer of SBLAFCO and shall provide the following services:
 - a. Invoicing and related accounting for services performed by SBLAFCO in conjunction with the analysis and processing of proposals by SBLAFCO.
 - b. Processing of payments due by SBLAFCO.

- c. Other clerical duties as required.

It is anticipated that CONTRACTOR shall provide an average of eight (8) to twelve (12) hours of service per week. Unless otherwise directed by the Executive Officer for 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 Officer for SBLAFCO. The hourly rate is as follows: Elizabeth Valdez - \$33.00.

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 regulation of the Federal, State and local governments.

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 provision as 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 concerning 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:

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

Riverside County Local Agency Formation Commission
3850 Vine Street, Suite 110
Riverside, CA 92507-4277
Attn: George J. Spiliotis, Executive Officer

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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, the parties hereto have executed this Agreement for Services in Riverside, California.

LOCAL AGENCY FORMATION COMMISSION OF SAN BERNARDINO COUNTY

By: _____
Executive Officer

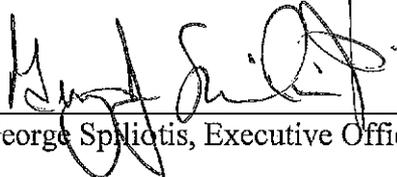
Dated: _____

APPROVED AS TO FORM:

By: _____
General Counsel
Local Agency Formation Commission
for San Bernardino County

Dated: _____

RIVERSIDE COUNTY LOCAL AGENCY FORMATION COMMISSION

By:  _____
George Spiliotis, Executive Officer

Dated: 5/25/11

APPROVED AS TO FORM:

By:  _____
Pamela J. Walls, County Counsel

Dated: 5/23/11

**AMENDMENT #2
CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
THE LOCAL AGENCY FORMATION COMMISSION FOR
SAN BERNARDINO COUNTY
AND
KATHLEEN ROLLINGS-McDONALD**

AMENDMENT #2 is made this 15th day of June, 2011, by and between the LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY (hereafter shown as LAFCO) and KATHLEEN ROLLINGS-McDONALD (hereafter shown as CONTRACTOR).

IT IS HEREBY AGREED THAT THE FOLLOWING PROVISIONS OF THE CONTRACT FOR PROFESSIONAL SERVICES BETWEEN LAFCO AND CONTRACTOR ARE AMENDED AS FOLLOWS:

...
1. Term of Contract:

The term of this contract commenced on October 23, 2010 (pay period 23/10) and shall continue in effect through June 30, 2013 unless terminated as hereinafter provided. With the mutual agreement of the parties, the period of time covered by this contract may be increased or decreased. Notwithstanding the foregoing, this Contract may be terminated at any time by CONTRACTOR by giving fourteen (14) days written notice of termination. LAFCO may terminate this contract with cause at any time and may terminate without cause through thirty (30) day written notice of termination and the payment of severance in the equivalent of one month compensation.

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3. Compensation for CONTRACTOR:

For and in consideration of CONTRACTOR's services, LAFCO agrees to pay CONTRACTOR, and CONTRACTOR agrees to accept the following compensation:

For Fiscal Year 2011-12	\$103.50 per hour
For Fiscal Year 2012-13	\$105.00 per hour

CONTRACTOR agrees that the maximum hours of service paid during each Fiscal Year shall not exceed 960 hours. The hours of service are those authorized under the terms of the San Bernardino County Employees Retirement Association (SBCERA) rules for post-retirement employment. Payment for such

services shall be made on a bi-weekly basis on the same reporting system as used for all LAFCO employees.

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Except as amended herein, all other terms and conditions of this contract and Amendment #1 shall remain in full force and effect.

APPROVED AS TO FORM:

Legal Counsel
Local Agency Formation Commission
For San Bernardino County

**LOCAL AGENCY FORMATION COMMISSION
FOR SAN BERNARDINO COUNTY**

BY: _____

CHAIRMAN

CONTRACTOR:

BY: _____
KATHLENN ROLLINGS-McDONALD

**AMENDMENT #1
CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
THE LOCAL AGENCY FORMATION COMMISSION FOR
SAN BERNARDINO COUNTY
AND
ANNA M. RAEF**

AMENDMENT #1 IS MADE this 15th day of June, 2011, by and between the LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY (hereafter shown as LAFCO) and ANNA M. RAEF (hereafter shown as CONTRACTOR).

IT IS HEREBY AGREED THAT THE FOLLOWING PROVISIONS OF THE CONTRACT FOR PROFESSIONAL SERVICES BETWEEN LAFCO AND CONTRACTOR ARE AMENDED AS FOLLOWS:

...
1. Term of Contract:

The term of this Agreement shall commence upon the signing of the agreement and continue through June 30, 2012.

3. Compensation for CONTRACTOR:

In consideration of CONTRACTOR's services, LAFCO agrees to pay CONTRACTOR, and CONTRACTOR agrees to accept an hourly rate of \$33 up to a maximum of 25 hours per hearing.

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Except as amended herein, all other terms and conditions of this shall remain in full force and effect.

APPROVED AS TO FORM:

Legal Counsel
Local Agency Formation Commission
For San Bernardino County

**LOCAL AGENCY FORMATION
COMMISSION FOR SAN
BERNARDINO COUNTY**

By: _____
KATHLEEN ROLLINGS-McDONALD
Executive Officer

CONTRACTOR:

By: _____
ANNA M. RAEF