

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

LEAL TREJO, A PROFESSIONAL CORPORATION

As-Needed External Investigative Services (RFP No. 2386)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and LEAL TREJO, A PROFESSIONAL CORPORATION, a California corporation (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with As-Needed External Investigative Services (RFP No. 2386) (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 30, 2028, unless otherwise terminated pursuant to the provisions herein.

2.1 **Option to Extend.** The City shall have the option to extend the Agreement for up to two (2) additional one (1)-year terms, not to exceed a total term of five (5) years. Any such extension shall be contingent upon acceptable performance by the Consultant, reasonable fees, and shall be subject to the same terms and conditions set forth in this Agreement.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Two Hundred Thousand Dollars (\$200,000.00) annually, not to exceed Six Hundred Thousand Dollars (\$600,000.00) for the initial three (3)-year contract term, and the five (5)-year amount is not to exceed One Million Dollars (\$1,000,000.00), if the option terms are exercised, payable in accordance with the terms set forth in Exhibit “B.” Pricing shall remain firm for the initial term of the Agreement. In the event the City exercises its option to renew for additional term(s), the City and Consultant may negotiate modifications to the pricing. Any increase in pricing shall not exceed three percent (3%) annually and shall be based on the Consumer Price Index (CPI) for the Riverside Area, as published by the U.S. Bureau of Labor Statistics. Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

City of Riverside
Human Resources Department
Attn: Adriana Parga
3900 Main Street
Riverside, CA 92522

To Consultant

Leal Trejo, a Professional Corporation
Attn: H. Francisco Leal
3767 Worsham Avenue
Long Beach, CA 90808

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work

performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional

negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. **Insurance.**

12.1 **General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may

concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 Errors and Omissions Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 Subcontractors' Insurance. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. Business Tax. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. Time of Essence. Time is of the essence for each and every provision of this Agreement.

15. City's Right to Employ Other Consultants. City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. Accounting Records. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical

condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services

Exhibit “B” - Compensation

Exhibit “C” - Key Personnel


[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

LEAL TREJO, A PROFESSIONAL
CORPORATION, a California corporation

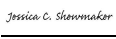
By: _____
City Manager

By:  _____
Print Name: H. Francisco Leal
Title: President
(Signature of Board Chair, President, or Vice
President)

Attest: _____
City Clerk

and

Certified as to Availability of Funds:

By:  _____
Print Name: Jessica C. Shewmaker
Title: Secretary
(Signature of Secretary, Assistant Secretary,
CFO, Treasurer, or Assistant Treasurer)

By: _____
Chief Financial Officer

Approved as to Form:

By:  _____
Assistant City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT A

Scope of Services

The selected Company will be expected to conduct a full investigation, which may include but is not limited to:

1. Personal meeting with the assigning authority to determine the scope of investigation.
2. Initial review of the complaint and complaint form, if applicable.
3. Provide a written estimate of costs associated with the investigation, if requested.
4. Review of any supporting documents.
5. Review of potential applicable policies and/or procedures.
6. In depth recorded interview of the complainant / reporting party.
7. In depth recorded interview of all witnesses.
8. In depth recorded interview of all subject employee(s).
9. Review and correction of interview transcripts.
10. Comprehensive / detailed written investigative report that follows the City of Riverside Administrative Investigation report format.
11. Follow-up meeting(s) with management, as requested.
12. Preparation and testimony at administrative and/or criminal hearings, if needed.
13. Provide a thorough analysis of all findings.

The awarded Company will be required to conduct an investigation from the time the formal complaint is filed through completion of the investigation, which will include preparation of the report of findings and its submittal to designated City Officials.

The awarded Company will also be required to be available for testifying and attending any administrative/judicial proceedings related to the assigned investigation.

EXHIBIT “B”
COMPENSATION

G. Pricing

Legal Fees and Rates proposed by Leal ▪ Trejo for investigative legal services:

TYPE OF SERVICE: (Investigative Legal Services – All)	
Hourly rate for Partner/Of Counsel	\$275.00
Hourly rate for Senior Associates	\$250.00
Hourly rate for Junior Associate	\$225.00
Hourly rate for Senior Paralegal/Law Clerk	\$175.00
Hourly rate for Junior Paralegal	\$125.00
Hourly rate for Legal Secretary	\$100.00
Hourly rate for telephone consultation	Same as Above
Hourly rate for court litigation/administrative proceedings	Partner: \$375.00 Of Counsel: \$375.00 Associate: \$325.00 Paralegal/Law Clerk: \$225.00 Legal Secretary: \$150.00
Hourly rate for travel (portal-to-portal)	\$0.00
Cost for fax transmission/receiving	5% monthly
Cost for printing/duplication	5% monthly

The Firm prepares bills on a monthly basis and bills in 1/10th hour increments. To the extent possible, we will submit bills by the 15th of the following month. Each bill will contain all fees for services and expenses incurred during each month.

For expenses, we charge five percent (5%) on monthly invoices in which individualized itemization is impractical for office support services, including word processing, duplication, and facsimile. We bill for any third-party expenses, such as expert witness fees, depositions and court reporter fees, and electronic legal research at actual cost. No individual cost in excess of \$2,000.00 shall be incurred without the approval of the City or its designee.

EXHIBIT “C”

KEY PERSONNEL

D. Law Firm Personnel

Leal ▪ Trejo has one office, and it is in Long Beach, California. We are a local, minority-owned firm with a specialized focus in public entity work. We have a team of ten lawyers and one paralegal. Please find brief summaries of the attorneys' experience below, followed by their biographies.

A. Name: H. Francisco Leal

Title: Managing Partner

Role: General Counsel/Lobbyist/Business Affairs

Qualification: Has 30 years of experience serving as chief legal advisor to public entities, extensive experience working with elected boards.

How Long in Current Position: Founding Partner

How Long in Relevant Practice: 33 years

How Long Licensed in California: 33 years

B. Name: William J. Trejo

Title: Partner

Role: General Counsel, Employment/Labor Relations, Special Education, Student Affairs

Qualification: Experienced Litigator

How Long in Current Position: 15 years

How Long in Relevant Practice: 23 years

How Long Licensed in California: 23 years

C. Name: Mercedes Cruz

Title: Partner

Role: General Counsel/City Attorney; labor and employment

Qualification: Has served as general counsel, city attorney and chief legal counsel for numerous complex public and private entities.

How Long in Current Position: 5 years

How Long in Relevant Practice: 33 years

How Long Licensed in California: 33 years

D. Name: David J. Alvarez

Title: Of Counsel

Role: Assistant General Counsel – Water Replenishment District of Southern California

Qualification: Municipal Law, Real Estate Construction and Development, Land Use, Financing and Transactional, Eminent Domain, Public Financing and Bond Measures

How Long in Current Position: 18 years

How Long in Relevant Practice: 18 years

How Long Licensed in California: 18 years

Law Firm Personnel (cont.)

E. Name: Jennifer A. Chamberlain

Title: Associate

Role: Special Education/Labor Employment Attorney

Qualification: Special Education, Litigation, Brown Act Compliance, Personnel Administration and Employee Discipline, Employment Contracts for Management Employees and Bargaining Unit Employees, Conflict of Interest as well as General Labor and Employment Law

How Long in Current Position: 5 years

How Long in Relevant Practice: 14 years

How Long Licensed in California: 14 years

F. Name: Michael E. Wolfsohn

Title: Associate

Role: Attorney

Qualification: Litigation, Brown Act Compliance, Personnel Administration and Employee Discipline Employment Contracts for Management Employees and Bargaining Unit Employees, Conflict of Interest as well as General Labor and Employment Law

How Long in Current Position: 15 years

How Long in Relevant Practice: 17 years

How Long Licensed in California: 17 years

G. Name: Savannah C. Skelton

Title: Associate

Role: Attorney

Qualification: Special Education, Litigation, Brown Act Compliance, Personnel Administration and Employee Discipline, Employment Contracts for Management Employees and Bargaining Unit Employees, Conflict of Interest as well as General Labor and Employment Law

How Long in Current Position: As an attorney for four years; two additional years as a law clerk.

How Long in Relevant Practice? 6 years. See above.

How Long Licensed in California? 4 years

H. Francisco Leal

Managing Partner

PROFESSIONAL EXPERIENCE:

H. Francisco Leal has decades of experience representing California public agencies as both a practicing attorney and as a legislative advocate.

Mr. Leal currently serves as General Counsel for the Water Replenishment District of Southern California (WRD) and Special Counsel for multiple other public agencies. In his capacity as general and special counsel for his public agency clients, Mr. Leal provides day-to-day legal advice, on issues related to the Brown Act, environmental liability and regulatory compliance, contracts, zoning, cannabis, election law, conflict of interest issues, negotiations and personnel matters. Mr. Leal also oversees all litigation matters in agencies where he serves as general counsel.

Mr. Leal also has a developed practice in legislative analysis and advocacy. He is a lobbyist registered with the California Secretary of State and provides legislative analysis, advice, and advocacy through Legislative Advocacy Group. As a lobbyist, Mr. Leal has represented various general law cities, water and air quality agencies, school districts and healthcare providers on such issues as gaming regulatory reform, funding for school construction and infrastructure projects, and zoning and transportation related matters.

Mr. Leal's experience includes serving as General Counsel to the Alhambra Unified School District, and as City Attorney for the cities of Lynwood, San Fernando, Commerce, South Pasadena, Maywood and Huntington Park. Mr. Leal previously served as Assistant Regional Counsel for the United States Environmental Protection Agency (EPA), where he handled a variety of matters related to the enforcement of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

Mr. Leal previously served as the Chair of the Board of Directors for Pan American Bank, Chairman of the Board of Directors for Plaza de la Raza, a Trustee for the Mexican American Bar Association (MABA), as a Board Member for the Community Youth Gang Services Project (CYGS), the Los Angeles Center for Law & Justice, and the International Visitors Council of Los Angeles (IVCLA). He also served on Yale University's Board of Governors.



EDUCATION:

- J.D., Harvard Law School (1986)
- B.A., Yale University (1983)



William J. Trejo

Partner

PROFESSIONAL EXPERIENCE:

William Trejo currently serves as General Counsel and Special Counsel to numerous public-school districts throughout the state, handling and supervising all legal matters for these clients, including, but not limited to:

- Labor relations
- Personnel and employment matters
- Public Construction and Facilities
- Special Education
- Student Affairs
- Litigation
- Personnel Investigations

Mr. Trejo's extensive experience in the varied areas of educational and public law include administrative hearings, labor negotiations, litigation (from claim to trial), and advisory opinions on all issues affecting an agency.

Mr. Trejo routinely represents public agencies, including community college districts in administrative hearings in front of the Department of Fair Employment and Housing (DFEH), Public Employment Relations Board (PERB), Equal Opportunity Commission (EOC), Office of Administrative Hearings (OAH), and other agencies.

Mr. Trejo handles internal investigations, has taken the lead in restructuring agencies' entire special education departments, workers' compensation program, and in certain districts has implemented a worker-return-to-work program in order to reduce costs to districts.

Other areas of practice include rendering legal opinions to school districts on construction, student rights, teacher rights, employee rights, Brown Act issues, and negotiations.

Prior to becoming an attorney, Mr. Trejo worked as a special education teacher.

EDUCATION:

- J.D., Loyola Marymount University School of Law (1997)
- B.A., University of California, San Diego (1987)

Mercedes Cruz

Partner

PROFESSIONAL EXPERIENCE:

Ms. Cruz specializes in defending and advising private and public entities in all aspects of employment law, with a special emphasis on dispute resolution and prevention. Ms. Cruz has extensive experience in employment litigation in Court, as well as state and federal administrative agencies such as the California Fair Employment and Housing Commission, the United States Equal Opportunity Commission, and the California State Labor Commissioner. Her areas of concentration include training, dispute resolutions, internal investigations, advising employers on terminations, discipline, complying with state and federal employment laws, and formulation of policy. Ms. Cruz also defends employers in litigation involving wrongful termination, retaliation, harassment, employment discrimination and related tort actions. Ms. Cruz' clients include municipalities, counties, automotive companies, entertainment clients,, small businesses, nonprofit entities, educational institutions, and Fortune 500 companies.

Oversight and Coordinating Counsel for Internal Investigations EOP/CEOP

In 2004, Ms. Cruz was appointed by the Los Angeles Board of Supervisors to the Equity Oversight Panel (EOP). This panel oversaw all Sheriff's Department's internal investigations involving equity. She served as a chair of the panel. In 2011, the EOP was expanded and renamed the County Equity Oversight Panel (CEOP). The newly expanded Panel's role is to provide oversight for all of the County's Departments' internal investigations. Ms. Cruz has served as an investigation consultant to the Executive Director of the CEOP and then Rotating Chair and Panelist for the combined panel since 2011.

National Coordinating Counsel and Early Warning Investigations;

Ms. Cruz served as Kia Motors America National Employment Counsel and also oversaw their litigation and Early Warning Investigation program throughout the United States for 15 years. She also oversaw Porsche's early warning investigation program for over 10 years. and has been National Counsel for

General investigations;

- Ms. Cruz has conducted and overseen hundreds of investigations in both the public and private sectors and has assisted employers in resolving hundreds of claims and disputes. Ms. Cruz provides training to employers and their employees, including law enforcement personnel, in the prevention of harassment and discrimination in the workplace and related employment topics.
- Ms. Cruz has completed investigations on areas of law which include but are not limited to: Class Action Wage and Hour declaration campaigns, Title IX, discrimination, harassment, retaliation, conflict of interest violations, whistleblower matters, civil rights, and matters involving the peace officer bill of rights.



EDUCATION:

- J.D., Berkeley Law (1985)
- B.A.. California State University , Long Beach (1981)



David John Alvarez

Of Counsel

PROFESSIONAL EXPERIENCE:

David Alvarez has experience in various aspects of municipal law, water law, real estate construction and development, land use, financing, and transactional matters.

Mr. Alvarez currently serves as Assistant General Counsel for the Water Replenishment District of Southern California (WRD) where he provides legal advice to the Board of Directors and staff on a variety of water rights and resources issues, including the structuring of construction projects and related financing, the acquisition and disposition of real property, negotiating and drafting special service contracts, CEQA and NEPA compliance, as well as compliance with the Brown Act, the Public Records Act, conflict of interest laws and regulations and general governance.

During law school, Mr. Alvarez focused his studies in the subject areas of land transactions, financing, related workouts, and dispute resolution. Mr. Alvarez served as an academic writer through his advanced land use seminar to the Southern California Association of Governments (SCAG) on topics concerning transportation planning and environmental conformity analysis, drafting official comments to the regional transportation plan for Southern California.

Prior to joining the firm of Leal-Trejo APC, Mr. Alvarez was employed as a development associate for a private development firm with diverse domestic and international holdings. In this capacity, he oversaw the development and marketing of a multi-phase mixed use projects, which included the creation of a charter school and a municipal water district. Through his experience he has gained expertise in all phases of development project financing, entitlements, environmental compliance, and governmental compliance.

EDUCATION:

- J.D., UCLA School of Law (2002)
- B.A., California State University, Long Beach, Magna Cum Laude (1996)

Savannah C. Skelton

Senior Associate

PROFESSIONAL EXPERIENCE:

Savannah Skelton is a Senior Associate Attorney for Leal Trejo and is a member of our litigation and transactional practices.

Litigation – Public Sector

Ms. Skelton is a well-seasoned litigator and handles all steps of complex disputes across various practice areas. Ms. Skelton is adept at crafting strategic legal solutions, conducting high-stakes negotiations, and representing public agencies in both state and federal courts. Ms. Skelton has a proven track record of successfully managing and moving cases from the inception of the complaint through resolution, with a keen ability to analyze intricate legal issues, craft calculated defenses and achieve favorable outcomes for clients.

Ms. Skelton has litigated to finality issues related to employment issues stemming from allegations of wrongful termination, harassment, discrimination, retaliation, violation of applicable labor laws, California Public Records Act compliance, Brown Act compliance, premises liability, slip and falls, unlawful detainers, and breach of contract matters.

Most recently, Ms. Skelton was featured in the LA Times for a highly politicized lawsuit to enforce the CPRA against a public agency. She is currently defending a public agency in a complex discrimination, harassment, retaliation, and defamation case that is slated to be tried later this year. She has tried various jury and non-jury trials with a tremendous success rate. Aside from the current matters highlighted above, Ms. Skelton represents one of the largest community college districts in the state in several separate lawsuits brought by prior employees alleging discrimination, harassment, retaliation, wrongful termination, labor code violations, and ADA violations.

Transactional – Public Sector

Ms. Skelton works closely with various public agency's elected Boards and staff on a wide array of issues affecting public agencies which include but are not limited to: Employment disputes and discipline; Title IX compliance and investigations; ADA requests and related processes; drafting and negotiating collective bargaining agreements, drafting employee handbooks, administrative codes and policies and contracts for goods and services.

Moreover, Ms. Skelton is well-versed in public contracting and regularly advises agencies on contracting requirements, which includes competitive bidding requirements, the issuance of related RFPs, conflict of interest provisions, prevailing wage disputes, and other public construction related laws.



EDUCATION:

- J.D., Pepperdine School of Law (2019)
- B.A., University of California, San Diego (2014)



Jennifer Chamberlain

Associate

Jennifer Chamberlain is an associate at Leal ▪ Trejo, APC, in the firm's Education Practice Group. Ms. Chamberlain has 12 years' experience in handling student matters.

Ms. Chamberlain currently handles litigation for the Los Angeles Community College District, and serves as special counsel to school districts throughout the state on all matters affecting:

- Student matters
- Employment matters
- Internal Investigations
- Labor Relations

Prior to joining Leal ▪ Trejo, APC, Ms. Chamberlain was Deputy General Counsel at the Los Angeles County Office of Education, where she represented the County Office in matters involving districts of residence disputes, participated in administrative hearing, counseled internal special education and compliance departments. Ms. Chamberlain began her work experience at Disability Rights California, where she specialized in representing students with disabilities. Ms. Chamberlain participated in IEP representation, mediations, Due Process hearings and systemic litigation in this role. Prior to that, Ms. Chamberlain worked at a private law firm representing student with disabilities. Ms. Chamberlain has spoken at national and local conferences as well as law schools in the area of special education law and systemic litigation.

Ms. Chamberlain obtained her undergraduate degree as a double major in English and Political Science from San Diego State University. During her tenure at San Diego State, Ms. Chamberlain taught creative writing part time at an elementary school. This prompted her desire to pursue child advocacy special education law. She attended Pepperdine University School of Law and participated in the Pepperdine Special Education Advocacy Clinic for a full year during law school.

She is a current member of the American Bar Association and Women's Law Association of Los Angeles.

EDUCATION:

- J.D., Pepperdine University School of Law (2007)
- B.A., San Diego State University (2004)

Michael E. Wolfsohn

Senior Associate

Michael E. Wolfsohn is a Senior Associate Attorney. His areas of practice include:

- Litigation
- Investigations
- Brown Act compliance
- Conflict of Interest Provisions
- Personnel Administration
- Employee discipline
- Student Affairs
- Employment contracts for management employees and bargaining unit employees
- General labor and employment law issues
- Business and Financial Affairs

Mr. Wolfsohn regularly works closely with an agency's Human Resources manager to assist the client with navigating through the complex procedural (legal and administrative) due process requirements public agency employers frequently encounter when investigating employee misconduct. This includes providing guidance and support to agency staff, from how to respond to an employee complaint, to how to conduct an internal investigation and ensure the rights of the accused are preserved, to how to draft a report of findings and prepare employees to testify at a hearing.

Mr. Wolfsohn is a skilled labor negotiator and regularly represents public agencies in with collective bargaining. His legal counsel begins with developing bargaining positions and ensuring procedural compliance, and, if necessary, through the impasse process. In addition to collective bargaining agreements, Mr. Wolfsohn also assists clients to negotiate and draft management and consultant employment agreements.

Mr. Wolfsohn routinely advises clients on matters relating to agency business and financial matters and works closely with agency staff and elected Boards to sort through these matters.

Prior to joining Leal ▪ Trejo, APC, Mr. Wolfsohn was a Public Defender in San Diego County. Mr. Wolfsohn has represented his clients at trials and hearings (criminal, civil and administrative) and argued a variety of motions such as Pitchess motions, motions to compel discovery, motions to exclude evidence, and speedy trial motions before the court.



EDUCATION:

- J.D., Santa Clara School of Law (2004)
- B.A., University of California at Los Angeles (2000)