



6.a.
4/22/2021

TO: Local Agency Formation Commission

FROM: Gary Thompson, Executive Officer

**SUBJECT: MURRIETA FOCUSED MUNICIPAL SERVICE REVIEW - CONSULTANT
& AGENCY PARTICIPATION AGREEMENTS**

At the March 25, 2021 meeting staff provided a status report on the ongoing efforts and plan to move forward with completing the Murrieta Focused Municipal Service Review (FMSR) special study. Since that time, staff has negotiated agreements with the consulting firms Dopudja & Wells Consulting, Inc. and FG Solutions, LLC for completing the project. As reported in the March status report, both firms were engaged in development of the FMSR report under the prior consulting agreement.

Attached are the individual Professional Service Agreements for Dopudja & Wells Consulting, Inc. for a not to exceed cost of \$19,610 and FG Solutions, LLC for a not to exceed cost of 29,200. The total combined not to exceed cost is \$48,810. The not to exceed combined cost includes different contingency options for virtual versus in person presentations (travel cost considerations), and options for some management reserve for additional analysis and any significant increase in the amount of comments received requiring review. Total amount of these "contingencies" for both firms combined is \$23,660. At this point, staff considers it prudent to plan for these contingencies, however, some or all the contingency costs may not be required.

There remains \$8,492 in unspent funds previously provided by the agencies for that portion of the remaining work on the project that was not completed by the prior contractor. Therefore, the total not to exceed additional funding requirement is \$40,318. As staff reported at the March Commission meeting, the four agencies that are contributing to funding the FMSR have agreed to contribute a total of \$18,000 (\$4,500 per agency) to assist in offsetting the not to exceed total costs of the combined consulting agreements, with LAFCO contributing the balance. Attached is the Second Amendment to the Murrieta Focused

Municipal Services Review Funding Participation Agreement that specifies the additional funding to be provided.

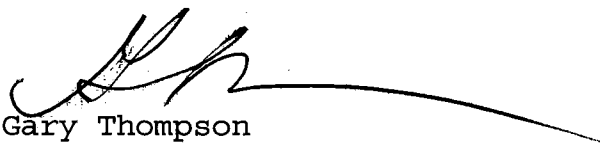
As of the date of drafting this staff report a total of 135 comments on the FMSR report have been received from 16 members of the public and several comments from 4 public agencies. Of the comments received, many are editorial in nature, and most of the technical comments are minor in nature. Many of the comments will be addressed by staff with only those comments requiring responses from either consulting firm addressed by those firms. It is anticipated that additional comments will be received as the comment period remains open.

All agreements are scheduled to expire on December 31, 2021 to allow for a sufficient amount of time to complete the project, although it is anticipated that completion will occur much sooner. A new schedule will be developed for the public presentation and Commission hearing, providing responses to comments received, and any additional analysis that may result from the comments received.

At this time, staff recommends that the Commission:

1. Approve the Professional Services Agreement with Dopudja & Wells Consulting, Inc.
2. Approve the Professional Services Agreement with FG Solutions, LLC.
3. Approve the Second Amendment to the Murrieta Focused Municipal Services Review Funding Participation Agreement.

Respectfully Submitted,



Gary Thompson
Executive Officer

Attachments:

- 1) Professional Services Agreement with Dopudja & Wells Consulting, Inc.
- 2) Professional Services Agreement with FG Solutions, LLC
- 3) Second Amendment to the Murrieta Focused Municipal Services Review Funding Participation Agreement

**PSA WITH DOPUDJA & WELLS
CONSULTING, INC.**

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

3
4 This Agreement, made and entered into this ____ day of _____, 20__ by and
5 between Dopudja & Wells Consulting, Inc., a California corporation (herein referred to as
6 “CONTRACTOR”), and the Riverside Local Agency Formation Commission, a commission
7 created within the County of Riverside by the provisions of the Cortese-Knox-Hertzberg Local
8 Government Reorganization Act of 2000, set forth in Government Code section 56000 et seq.
9 (herein referred to as “LAFCO”).

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

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

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

17 **1. Description of Services**

18 **1.1** CONTRACTOR at the request of LAFCO shall analyze and prepare relative
19 documents and reports for completion of the Murrieta Focused Municipal Service
20 Review as outlined and specified in Exhibit A, Scope of Work, consisting of three
21 (3) pages, attached hereto and by this reference incorporated herein. The Scope of
22 Work consists of Tasks One (1) through Three (3) to directly be performed, and Task
23 Four (4) to be performed only if authorized by the LAFCO Executive Officer during
24 the performance of the basic work.

25 **1.2** CONTRACTOR represents and maintains that it is skilled to perform all services;
26 duties and obligations required by this Agreement to fully and adequately complete
27 the project. CONTRACTOR shall perform the services and duties in conformance
28 to and consistent with the standards generally recognized as being employed by

1 professionals in the same discipline in the State of California. CONTRACTOR
2 further represents and warrants that it has all licenses, permits, qualifications and
3 approvals of whatever nature is legally required to practice its profession/service.
4 CONTRACTOR further represents that it shall keep all such licenses and approvals
5 in effect during the term of this Agreement. **Contractor is not to perform services
6 for LAFCO outside of this Agreement.**

7 **2. Period of Performance**

8 **2.1** Unless terminated as specified in Section 8 TERMINATION, this Agreement shall
9 be effective upon execution and continue in effect through December 31, 2021.
10 Extension of this Agreement shall require mutual written consent by the
11 CONTRACTOR and LAFCO and shall be considered an amendment to this
12 Agreement to be processed in accordance with Section 10 ALTERATION.
13 CONTRACTOR shall commence performance of requested services upon
14 notification and shall diligently perform such services.

15 **3. Compensation**

16 **3.1** LAFCO shall pay CONTRACTOR for services performed and expenses incurred in
17 accordance with the terms of Exhibit B attached hereto. Maximum payments by
18 LAFCO to CONTRACTOR shall not exceed \$ 13,810 for Tasks One (1) through
19 Three (3) as outlined in Exhibit A, and \$5,800 for optional Task Four (4) as outlined
20 in Exhibit A if authorized to be performed. Total not to exceed cost is \$19,610.
21 LAFCO is not responsible for any fees or costs incurred above or beyond the
22 contracted amount and shall have no obligation to purchase any specified amount of
23 service or products.

24 **3.2** Said compensation shall be paid in accordance with an invoice submitted to LAFCO
25 by CONTRACTOR within fifteen (15) calendar days from the last day of each
26 calendar month, and LAFCO shall pay the invoice within thirty (30) calendar days
27 from the date of receipt of the invoice. Payments are to be made to Dopudja & Wells
28 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.

1 CONTRACTOR's obligation to defend, indemnify and hold harmless LAFCO or
2 shall be subject to LAFCO or having given CONTRACTOR written notice within a
3 reasonable period of time of the claim or the commencement of the related action, as
4 the case may be, and information and reasonable assistance, at the CONTRACTOR's
5 expense, for the defense or settlement thereof. CONTRACTOR's obligation
6 hereunder shall be satisfied when CONTRACTOR has provided to LAFCO the
7 appropriate form of dismissal relieving LAFCO from any liability for the action or
8 claim involved. Section 5 shall survive the termination of this Agreement.

9 **5.3** The specified insurance limits required in the Agreement shall in no way limit or
10 circumscribe CONTRACTOR's obligations to indemnify and hold harmless LAFCO
11 herein from third party claims.

12 **6. Waiver of Default**

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

18 **7. Availability of Funding**

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

24 **8. Termination**

25 **8.1** LAFCO may terminate this Agreement without cause upon 30 days' written notice
26 served upon CONTRACTOR stating the extent and effective date of termination.

27 **8.2** LAFCO may, upon five (5) days' written notice, terminate this Agreement for
28 CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the

1 provisions of this Agreement or fails to make progress so as to endanger performance
2 and does not cure such failure within a reasonable period of time after receiving
3 written notice from LAFCO. In the event of such termination, LAFCO may proceed
4 with the work in any manner deemed proper to LAFCO.

5 **8.3** After receipt of the Notice of Termination pursuant to paragraph 8.1 or 8.2 above,
6 CONTRACTOR shall:

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

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

13 **8.4** After termination pursuant to paragraph 8.1 or 8.2 above, LAFCO shall make
14 payment for all services performed in accordance with this Agreement as of the date
15 of termination, a total amount which bears the same ratio to the total maximum fee
16 otherwise payable under this Agreement as the services actually bear to the total
17 services necessary for performance of this Agreement.

18 **8.5** Notwithstanding any of the provisions of this Agreement, CONTRACTOR's rights
19 under this Agreement shall terminate (except for fees accrued prior to the date of
20 termination) upon dishonesty, or a willful or material breach of this Agreement by
21 CONTRACTOR, or in the event of CONTRACTOR's unwillingness or inability for
22 any reason whatsoever to perform the duties hereunder. In such event,
23 CONTRACTOR shall not be entitled to any further compensation under this
24 Agreement.

25 **8.6** The rights and remedies of LAFCO provided in this section shall not be exclusive
26 and are in addition to any other rights and remedies provided by law or under this
27 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,

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

6 **11.4** CONTRACTOR has the right to perform services for other clients during the term
7 of this Agreement as long as such services are not in direct conflict with the services
8 provided to LAFCO.

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

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

16 **13. Interest of Contractor**

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

23 **14. Conduct of Contractor**

24 **14.1** CONTRACTOR agrees to inform LAFCO of all CONTRACTOR's and
25 subcontractors' interest, if any, which are or which CONTRACTOR believes to be
26 incompatible with any interest of LAFCO.

27 **14.2** CONTRACTOR and subcontractors shall not act, under any circumstances, in a
28 manner that might reasonably be interpreted as an attempt to influence the recipient

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

4 **14.3** CONTRACTOR, subcontractors or employees thereof shall not offer gifts, gratuity,
5 favors and/or entertainment directly or indirectly to LAFCO employees.

6 **15. Disallowance**

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

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

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

20 **17. Insurance**

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

24 **A. Workers' Compensation**

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

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

4 **B. Commercial General Liability**

5 CONTRACTOR shall procure and maintain Commercial General Liability insurance
6 coverage, including but not limited to, premises liability, contractual liability, products
7 and completed operations liability, personal and advertising injury covering claims
8 which may arise from or out of CONTRACTOR's performance of its obligations
9 hereunder. Policy shall name LAFCO and all its commissioners, employees, agents or
10 representatives as Additional Insureds. Policy's limit of liability shall not be less than
11 one million dollars (\$1,000,000) per occurrence combined single limit. If such insurance
12 contains a general aggregate limit, it shall apply separately to this agreement or be no
13 less than two (2) times the occurrence limit.

14 **C. Vehicle Liability**

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

22 **D. Professional Liability Insurance**

23 CONTRACTOR shall maintain Professional Liability Insurance providing coverage for
24 CONTRACTOR's performance of work included within this Agreement, with a limit of
25 liability of not less than one million dollars (\$1,000,000) per occurrence and two million
26 dollars (\$2,000,000) annual aggregate. If CONTRACTOR's Professional Liability
27 Insurance is written on a claims made basis rather than an occurrence basis, such
28 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.

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

3 **18. Licensing and Permits**

4 **18.1** All offerers and contractors shall be licensed, if required, in accordance with the laws
5 of this State and any offerer or contractor not so licensed is subject to the penalties
6 imposed by such laws.

7 **18.2** CONTRACTOR further warrants that it has all necessary permits, approvals,
8 certificates, waivers and exemptions necessary for the provision of services
9 hereunder and required by the laws and regulations of the United States, State of
10 California, the County of Riverside and all other appropriate governmental agencies,
11 and shall maintain these throughout the term of this agreement.

12 **19. Contractor's Responsibility**

13 **19.1** It is understood that CONTRACTOR has the skills, experience and knowledge
14 necessary to perform the services agreed to be performed under this Agreement, and
15 that LAFCO relies upon CONTRACTOR's representations about its skills,
16 experience and knowledge to perform CONTRACTOR's services in a competent
17 manner. Acceptance by LAFCO of the services to be performed under this
18 Agreement does not operate as a release of said CONTRACTOR from responsibility
19 for the work performed.

20 **19.2** It is further understood and agreed that CONTRACTOR is apprised of the scope of
21 the work to be performed under this Agreement, and CONTRACTOR agrees that
22 said work can and shall be performed in a fully competent manner.

23 **20. Conflict of Interest**

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

27 **21. Non-Discrimination**

28 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

20 Attn: Gary Thompson Executive Officer

21 6216 Brockton Avenue, Suite 111-B

22 Riverside, CA 92506

Dopudja & Wells Consulting, Inc.

Stephen Dopudja P.E., President

6789 Quail Hill Parkway, #421

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.

27 //

28 //

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

CONSULTANT:
Dopudja & Wells Consulting, Inc.

13

14

15 Print Name:

Print Name:

16 Title:

Title:

17 Date:

Date:

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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.

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

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.

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

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).

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

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.

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

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.

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

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		\$	\$	\$
Task 1	Comment Response	12	12	24	\$ 6,120	\$ -	\$ -	\$ 6,120
	Comment Response	12	12	24	\$ 6,120			\$ 6,120
Task 2	Public Workshops and Meetings	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
Task 3	Project Control	2	4	6	\$ 1,570	\$ -	\$ -	\$ 1,570
	Project Management		4	4	\$ 1,100			\$ 1,100
	QA/QC	2		2	\$ 470			\$ 470
Total, Hours		26	28	54				
Total, \$		\$ 6,110	\$ 7,700		\$ 13,810	\$ -	\$ -	\$ 13,810

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		\$	\$	\$
Task 4	Optional: Update of Exhibits	16	0	16	\$ 3,760	\$ -	\$ -	\$ 3,760
	Optional: Update of Exhibits	16	0	16	\$ 3,760			\$ 3,760
Task 5	Optional: Review of Revised Rancho Financial Model	4	4	8	\$ 2,040	\$ -	\$ -	\$ 2,040
	Optional: Review of Revised Rancho Financial Model	4	4	8	\$ 2,040			\$ 2,040
Total, Hours		20	4	24				
Total, \$		\$ 4,700	\$ 1,100		\$ 5,800	\$ -	\$ -	\$ 5,800

PSA WITH FG SOLUTIONS, LLC.

1 Professional Service Agreement between the Riverside Local
2 Agency Formation Commission and FG Solutions, LLC
3

4 This Agreement, made and entered into this ____ day of _____, 2021 by and between
5 FG Solutions, LLC (herein referenced to as “CONTRACTOR”), and the Riverside Local Agency
6 Formation Commission, a commission created within the County of Riverside by the provisions of
7 the Cortese-Knox-Hertzberg Local Government Reorganization act of 2000, set forth in
8 Government Code section 56000 et seq. (herein referred to as “LAFCO”).

9 WHEREAS, Government Code Section 56375 authorized LAFCO to contract for
10 professional services with a person who is trained and experienced, and who is competent to perform
11 the services required so as to carry out and effect the functions of the commission; and

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

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

16 **1. Description of Services**

17 **1.1** CONTRACTOR at the request of LAFCO shall analyze and prepare relative
18 documents and reports as for completion of the Murrieta Focused Municipal Service
19 Review as outlined and specified in Exhibit A, Scope of Work consisting of two (2)
20 pages, attached hereto and by this referenced incorporated herein. The Scope of
21 Work consists of Tasks One (1) through Three (3) to directly be performed, and Task
22 Four (4) to be performed only if authorized by the LAFCO Executive Officer during
23 the performance of the basic work. Task Three (3) Options A & B for presentation
24 attendance in-person or virtually respectively will be determined at the time the
25 presentations are scheduled and the appropriate option will be designated by the
26 Executive Officer.

27 **1.2** CONTRACTOR represents and maintains that it is skilled to perform all services;
28 duties and obligations required by this Agreement to fully and adequately complete

1 the project. CONTRACTOR shall perform the services and duties in conformance
2 to and consistent with the standards generally recognized as being employed by
3 professionals in the same discipline in the State of California. CONTRACTOR
4 further represents and warrants that it has all licenses, permits, qualifications and
5 approvals of whatever nature is legally required to practice its profession/service.
6 CONTRACTOR further represents that it shall keep all such licenses and approvals
7 in effect during the term of this Agreement. **Contractor is not to perform services
8 for LAFCO outside of this agreement.**

9 **2. Period of Performance**

10 **2.1** Unless terminated as specified in Section 8 TERMINATION, this Agreement shall
11 be effective upon execution and continue in effect through December 31, 2021.
12 Extension of this agreement shall require mutual written consent by the
13 CONTRACTOR and LAFCO and shall be considered an amendment to this
14 Agreement to be processed in accordance with Section 10 ALTERATION.
15 CONTRACTOR, shall commence performance of requested services upon
16 notification and shall diligently perform such services.

17 **3. Compensation**

18 **3.1** LAFCO shall pay CONTRACTOR for services performed and expenses incurred in
19 accordance with the terms of Exhibit B attached hereto. Maximum payments by
20 LAFCO to CONTRACTOR shall not exceed \$19,200 for Tasks One (1) through
21 Three (3) as outlined in Exhibit A, and \$10,000 for optional Task Four (4) as outlined
22 in Exhibit A if authorized to perform. Total not to exceed contract cost is \$29,200.
23 LAFCO is not responsible for any fees or costs incurred above or beyond the
24 contracted amount and shall have no obligation to purchase any specified amount of
25 service or products.

26 **3.2** Said compensation shall be paid in accordance with an invoice submitted to LAFCO
27 by CONTRACTOR within fifteen (15) days from the last day of each calendar
28 month, and LAFCO shall pay the invoice within thirty (30) working days from the

1 date of receipt of the invoice. Payments are to be made to FG Solutions, LLC.

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

10 **4. Assignment**

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

14 **5. Hold Harmless/Indemnification**

15 **5.1** CONTRACTOR shall indemnify and hold harmless LAFCO, its Commissioners,
16 employees, agents and representatives from any liability whatsoever, based or
17 asserted upon any services of CONTRACTOR, its officers, employees,
18 subcontractors, agents or representatives arising out of or in any way relating to this
19 Agreement, including but not limited to property damage, bodily injury, or death or
20 any other element of any kind or nature whatsoever and resulting from any reason
21 whatsoever arising from the performance of CONTRACTOR, its officers, agents,
22 employees, subcontractors, agents or representatives from this Agreement;
23 CONTRACTOR shall defend, at its sole expense, all costs and fees including but not
24 limited to attorney fees, cost of investigation, defense and settlements or awards all
25 Indemnitees in any claim or action based upon such alleged acts or omissions.

26 **5.2** With respect to any action or claim subject to indemnification herein by
27 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use
28 counsel of their own choice and shall have the right to adjust, settle, or compromise

1 any such action or claim without the prior consent of LAFCO; provided, however,
2 that any such adjustment, settlement or compromise in no manner whatsoever limits
3 or circumscribes CONTRACTOR'S indemnification to LAFCO or COUNTY as set
4 forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless
5 LAFCO or COUNTY shall be subject to LAFCO or COUNTY having given
6 CONTRACTOR written notice within a reasonable period of time of the claim or
7 the commencement of the related action, as the case may be, and information and
8 reasonable assistance, at the CONTRACTOR'S expense, for the defense or
9 settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when
10 CONTRACTOR has provided to LAFCO or COUNTY the appropriate form of
11 dismissal relieving LAFCO or COUNTY from any liability for the action or claim
12 involved. Section 5 shall survive the termination of this Agreement.

13 **5.3** The specified insurance limits required in the Agreement shall in no way limit or
14 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless
15 LAFCO and COUNTY herein from third party claims.

16 **6. Waiver of Default**

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

22 **7. Availability of Funding**

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

28 **8. Termination**

1 **8.6** The rights and remedies of LAFCO provided in this section shall not be exclusive
2 and are in addition to any other rights and remedies provided by law or under this
3 Agreement.

4 **9. Disputes**

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

12 **10. Alteration**

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

16 **11. Independent Contractor**

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

26 **11.2** It is further understood and agreed by the parties hereto that CONTRACTOR in the
27 performance of its obligation hereunder is subject to the control or direction of
28 LAFCO merely as to the result to be accomplished by the services hereunder agreed

1 to be rendered and performed and not as to the means and methods for accomplishing
2 the results.

3 **11.3** CONTRACTOR shall provide and maintain, throughout the term of this Agreement,
4 CONTRACTOR's own workplace, tools, equipment, and supplies necessary to
5 perform the duties set forth under this Agreement. Notwithstanding the foregoing,
6 LAFCO may, in its sole discretion, and with its prior written consent, provide access
7 to LAFCO facilities, offices, or meeting rooms during regular work hours for
8 meetings, conferences, or other work of CONTRACTOR.

9 **11.4** CONTRACTOR has the right to perform services for other clients during the term
10 of this Agreement as long as such services are not in direct conflict with the services
11 provided to LAFCO.

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

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

19 **13. Interest of Contractor**

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

26 **14. Conduct of Contractor**

27 **14.1** CONTRACTOR agrees to inform LAFCO of all CONTRACTOR'S and
28 subcontractors' interest, if any, which are or which CONTRACTOR believes to be

1 incompatible with any interest of LAFCO.

2 **14.2** CONTRACTOR and subcontractors shall not, under any circumstances, which might
3 reasonably be interpreted as an attempt to influence the recipient in the conduct of
4 its duties, accept any gratuity or special favor from individuals or organizations with
5 whom CONTRACTOR or subcontractors are doing business or proposing to do
6 business, in accomplishing the work under the Agreement.

7 **14.3** CONTRACTOR, subcontractors or employees thereof shall not offer gifts, gratuity,
8 favors and/or entertainment directly or indirectly to LAFCO employees.

9 **15. Disallowance**

10 In the event CONTRACTOR receives payment for services under this Agreement which is
11 later disallowed for nonconformance with the terms and conditions herein by LAFCO,
12 CONTRACTOR shall promptly refund the disallowed amount to LAFCO on request, or at its
13 option, LAFCO may offset the amount disallowed from any payment due to CONTRACTOR under
14 any agreement with LAFCO.

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

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

22 **17. Insurance**

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

26 **A. Workers' Compensation**

27 If CONTRACTOR has employees as defined by the State of California, CONTRACTOR
28 shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed

1 by the laws of the State of California. Policy shall include Employers' Liability
2 (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per
3 person per accident. The policy shall be endorsed to waive subrogation in favor of
4 LAFCO, and, if applicable, to provide a Borrowed Servant/Alternate Employer
5 Endorsement.

6 **B. Commercial General Liability**

7 Commercial General Liability insurance coverage, including but not limited to, premises
8 liability, contractual liability, products and completed operations liability, personal and
9 advertising injury covering claims which may arise from or out of CONTRACTOR'S
10 performance of its obligations hereunder. Policy shall name LAFCO and all its
11 commissioners, employees, agents or representatives as Additional Insureds. Policy's
12 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit.
13 If such insurance contains a general aggregate limit, it shall apply separately to this
14 agreement or be no less than two (2) times the occurrence limit.

15 **C. Vehicle Liability**

16 If CONTRACTOR'S vehicle or mobile equipment are used in the performance of the
17 obligations under this Agreement, then CONTRACTOR shall maintain liability
18 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
19 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
20 aggregate limit, it shall apply separately to this agreement or be no less than two (2)
21 times the occurrence limit. Policy shall name LAFCO and all its commissioners,
22 employees, agents or representatives as Additional Insureds.

23 **D. Professional Liability Insurance**

24 CONTRACTOR shall maintain Professional Liability Insurance providing coverage for
25 CONTRACTOR'S performance of work included within this Agreement, with a limit of
26 liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If
27 CONTRACTOR'S Professional Liability Insurance is written on a claims made basis
28 rather than an occurrence basis, such insurance shall continue through the term of this

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

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

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

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

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

1 tiers of subcontractors working under this Agreement.

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

4 **18. Licensing and Permits**

5 **18.1** All offerors and contractors shall be licensed, if required, in accordance with the laws
6 of this State and any offeror or contractor not so licensed is subject to the penalties
7 imposed by such laws.

8 **18.2** CONTRACTOR further warrants that it has all necessary permits, approvals,
9 certificates, waivers and exemptions necessary for the provision of services
10 hereunder and required by the laws and regulations of the United States, State of
11 California, the County of Riverside and all other appropriate governmental agencies,
12 and shall maintain these throughout the term of this agreement.

13 **19. Contractor's Responsibility**

14 **19.1** It is understood that CONTRACTOR has the skills, experience and knowledge
15 necessary to perform the services agreed to be performed under this Agreement, and
16 that LAFCO relies upon CONTRACTOR'S representations about its skills,
17 experience and knowledge to perform CONTRACTOR'S services in a competent
18 manner. Acceptance by LAFCO of the services to be performed under this
19 Agreement does not operate as a release of said CONTRACTOR from responsibility
20 for the work performed.

21 **19.2** It is further understood and agreed that CONTRACTOR is apprised of the scope of
22 the work to be performed under this Agreement and CONTRACTOR agrees that said
23 work can and shall be performed in a fully competent manner.

24 **20. Conflict of Interest**

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

28 **21. Non-Discrimination**

1 CONTRACTOR shall not discriminate in the provision of, services, allocation of benefits,
2 accommodation in facilities, or employment of personnel on the basis of ethnic group identification,
3 race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital
4 status or sex in the performance of this Agreement, and, to the extent they shall be found to be
5 applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act
6 (commending with Section 1410 of the Labor Code) , the Federal Civil Rights Act of 1964 (P.L.
7 88-352), and the Americans with Disabilities Act of 1990 (42 U.S.C. . S1210 et seq,) and all other
8 applicable laws and regulations.

9 **22. Assurances**

10 CONTRACTOR will comply with LAFCO policies and procedures where applicable. In
11 the event that the policies and procedures promulgated by LAFCO are more restrictive, but not in
12 conflict with 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 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 finger
4 or voice print 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 on day
17 after their deposit in the United States mail, postage prepaid:

18 //

19 Riverside Local Agency Formation Commission

FG Solutions, LLC

20 Attn: Gary Thompson, Executive Officer

Debi Fortin, CEO

21 6216 Brockton Avenue, Suite 111-B

697 Grand St., #118

22 Riverside, CA 92506

Brooklyn, NY 11211

23 //

24 **27. Force Majeure**

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

1 //

2 **30. Entire Agreement**

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

8 //

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

11 //

12 LAFCO

13 Riverside Local Agency Formation Commission

FG Solutions, LLC

14

15

16 Print Name:

Print Name:

17 Title:

Title:

18 Date:

Date:

19 //

20 //

21 //

22 //

23 //

Exhibit A

Scope of Work

Task 1. Respond to Comments Received by LAFCO and Prepare Errata Sheets

FG Solutions will respond to comments received by LAFCO and provided to FG Solutions in the “Response to Comments Matrix” spreadsheet. LAFCO will update this spreadsheet as additional comments are received. FG Solutions’s responses will be made in this same spreadsheet and returned to LAFCO for review.

The level of effort is based on response to 50 comments, plus responding in more detail to comments made by EMWD. As of February 26, 2021, FG Solutions has identified 36 comments requiring a response, not including RCWD’s and EMWD’s. Responding to MWD’s comment is not included in this Scope of Work. The response to RCWD’s comment will be limited to noting that RCWD has not provided specifics regarding how the reduction in O&M cost would be achieved, and FG Solutions has not been asked to evaluate RCWD’s comment in detail.

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FG Solutions will rely on previous presentation prepared in 2019 and early 2020, with only minor modifications being made on an as needed basis.

The not to exceed cost estimate assumes that the same presentation is suitable for both meetings.

Task 3. Meeting Attendance

Optional Task 3a. In-Person Meeting Attendance

One FG Solutions staff will travel to and present at two public meetings. The first meeting will be with the general public in Murrieta. The second meeting will be the LAFCO Commission public hearing. FG Solutions will attend a meeting with LAFCO staff prior to each meeting to

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One FG Solutions staff will attend and present at two virtual public meetings. The first meeting will be with the general public in Murrieta. The second meeting will be the LAFCO Commission public hearing. FG Solutions will attend a virtual meeting with LAFCO staff prior to each meeting to prepare. FG Solutions will attend a conference call after each meeting to debrief and identify follow-up activities.

Optional Task

Task 4. Management Reserve

A Management Reserve is created to provide budget capacity to address additional services that cannot be estimated at this time. These services could include, but not be limited to:

- Follow-up Activities After General Public Meeting in Murrieta, including responding to additional comments, preparing additional errata sheets, and revising presentations.
- Performing additional analyses as directed by LAFCO.

If LAFCO directs FG Solutions to perform additional services, FG Solutions and LAFCO will agree on a scope and budget for the additional services. FG Solutions would commence work on the additional services upon written direction from LAFCO.

Exhibit B

Not to Exceed Cost

FG Solutions's not to exceed cost below. The not to exceed cost includes labor and out-of-pocket expenses. Out-of-pocket expenses are expected to include air travel, local travel to/from airport, hotel, car rental, and meals. The fee estimate is based on completion of this scope in 2021.

MURRIETA FMSR: NOT TO EXCEED COST					
Task	Labor Hours (Note 1)		Labor Budget	Expenses	Total Budget
	Griffith	Fortin			
Task 1. Respond to Comments and Prepare Errata Sheets	22	4	\$5,390		\$5,390
Task 2. Prepare Presentation for Public Meetings	4	4	\$1,520		\$1,520
Task 3a. In Person Meeting Attendance	40	6	\$9,590	\$2,700	\$12,290
Task 3b. Virtual Meeting Attendance	16	6	\$4,430		\$4,430
Task 4. Management Reserve					\$10,000
Total, with Task 3a (In Person Meeting Attendance)					\$29,200
Total, with Task 3b (Virtual Meeting Attendance)					\$21,340

Note 1: Hourly Rates, Calendar Year 2021

Art Griffith, Principal and Project Manager \$215.00

Debi Fortin, Principal and Senior Consultant \$165.00

Hourly rates are applicable for calendar year 2021. FG Solutions adjusts its hourly rates and expenses on January 1 of each year by an inflationary amount of 3% per year.

Hourly Rates, Calendar Year 2021

Art Griffith, Principal and Project Manager \$215

Debi Fortin, Principal and Senior Consultant \$165

Hourly rates are applicable for calendar year 2021. FG Solutions adjusts its hourly rates and expenses on January 1 of each year by 3% inflation.

**SECOND AMENDMENT TO THE
MURRIETA FMSR FUNDING
PARTICIPATION AGREEMENT**

1 SECOND AMENDMENT TO THE MURRIETA FOCUSED MUNICIPAL SERVICES
2 REVIEW FUNDING PARTICIPATION AGREEMENT

3
4 This SECOND AMENDMENT TO THE MURRIETA FOCUSED MUNICIPAL
5 SERVICES REVIEW FUNDING PARTICIPATION AGREEMENT, entered into this ____ day
6 of _____, 2021 is made and entered, by and between the Riverside Local Agency Formation
7 Commission, a commission created within the County of Riverside by the provisions of the Cortese-
8 Knox-Hertzberg Local Government Reorganization Act of 2000, set forth in Government Code
9 section 56000 et seq. (herein referred to as “LAFCO”), and the following four local public agencies:
10 Western Municipal Water District, Eastern Municipal Water District, Rancho California Water
11 District, and the City of Murrieta (herein collectively referred to as the “FUNDING
12 PARTICIPANTS”).

13 RECITALS

14 A. FUNDING PARTICIPANTS and LAFCO (herein referred to as Parties) entered into
15 that certain Funding Participation Agreement dated February 20, 2019, (the “ORIGINAL
16 AGREEMENT”) pursuant to which FUNDING PARTICIPANTS have agreed to jointly fund the
17 preparation of a Focused Municipal Service Review (FMSR) report for a specified area within the
18 City of Murrieta for provision of retail water services; and

19 B. LAFCO engaged a qualified consulting firm, West Yost Associates (“WEST
20 YOST”), to prepare the FMSR; and

21 C. Parties entered into the FIRST AMENDMENT to the ORIGINAL AGREEMENT
22 dated June 26, 2020 to fund additional work necessary to be performed for the FMSR; and

23 D. Due to circumstances beyond the control of LAFCO, WEST YOST was unable to
24 complete the FMSR and the contract thus terminated by its own terms; and

25 E. LAFCO has since engaged the services of the individuals and firms that were
26 engaged in the FMSR project under the previous WEST YOST contract as said individuals and
27 firms are familiar with the work completed on the FMSR and are no longer associated with WEST
28 YOST; and

1 F. The scope of work and not to exceed costs with options proposed by both firms, as
2 outlined in Exhibit A, to complete the remaining tasks have been reviewed and found to be necessary
3 for ensuring the technical accuracy and objectivity of the FMSR, to allow for the continuing
4 enhanced public participation in the process, and to provide for accommodating the most appropriate
5 presentations given the current COVID restrictions; and

6 G. LAFCO has determined that there is \$8,492 remaining available from the
7 ORIGINAL AGREEMENT inclusive of the FIRST AMENDMENT which will partially offset the
8 additional cost to the FUNDING PARTICIPANTS; and

9 H. FUNDING PARTICIPANTS now desire to amend the ORIGINAL AGREEMENT
10 inclusive of the FIRST AMENDMENT to fund the additional work and to extend the completion
11 schedule through December 31, 2021.

12 //

13 NOW THEREFORE, in consideration of the mutual covenants contained herein, the FUNDING
14 PARTICIPANTS hereto agree as follows:

15 1. Paragraph One (1) of the ORIGINAL AGREEMENT as previously amended
16 through the FIRST AMENDMENT is hereby amended to read as follows:

17 1. The FUNDING PARTICIPANTS shall be responsible for one
18 hundred (100) percent of the initial cost of consulting services
19 required to prepare the MSR. Each of the four members of the
20 Funding Participants shall be responsible for twenty-five (25) percent
21 of the cost not to exceed \$255,862.

22 1.1 FUNDING PARTICIPANTS and LAFCO shall be
23 responsible for funding the additional work as outlined in the
24 FIRST AMENDMENT to the ORIGINAL AGREEMENT for
25 a total not to exceed cost of \$53,995 as follows:

- | | | |
|----|--------------------------------------|---------|
| 26 | A. City of Murrieta- | \$6,850 |
| 27 | B. Eastern Municipal Water District- | \$6,850 |
| 28 | C. Rancho California Water District- | \$6,850 |

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- D. Western Municipal Water District- \$12,594
- E. LAFCO- \$20,851

1.2 FUNDING PARTICIPANTS and LAFCO shall be responsible for funding the additional work as outlined in Exhibit A of the SECOND AMENDMENT to the ORIGINAL AGREEMENT for a total not to exceed cost of \$40,318 as follows:

- A. City of Murrieta- \$4,500
- B. Eastern Municipal Water District- \$4,500
- C. Rancho California Water District- \$4,500
- D. Western Municipal Water District- \$4,500
- E. LAFCO- \$22,318

1.3 The total not to exceed cost of the entire Agreement, inclusive of the ORIGINAL AGREEMENT and the FIRST and SECOND AMENDMENTS shall not exceed \$350,175.

2. Paragraph Four (4) of the ORIGINAL AGREEMENT as previously amended through the FIRST AMENDMENT is hereby amended to read as follows:

“4. FINAL PAYMENT: Within 30 days of notification by the LAFCO Executive Officer that additional funds are needed to complete the analysis, each FUNDING PARTICIPANT shall remit to LAFCO the amount requested by the Executive Officer; however, in no event shall the sum of the amounts requested pursuant to this Paragraph and Paragraph 2. and 3. exceed the obligation of each Funding Participant as specified in Paragraphs 1., 1.1, and 1.2, , as specified in this SECOND AMENDMENT to the ORIGINAL AGREEMENT.”

3. Paragraph Seven (7) of the ORIGINAL AGREEMENT as previously amended through the FIRST AMENDMENT is hereby amended to read as follows:

1 **Rancho California Water District**

Western Municipal Water District

2

3

4 Print Name:

Print Name:

5 Title:

Title:

6 Date:

Date:

7 **Eastern Municipal Water District**

8

9

10 Print Name:

11 Title:

12 Date:

13

FORM APPROVED COUNTY COUNSEL

14

BY: _____

15

MELISSA CUSHMAN

16 //

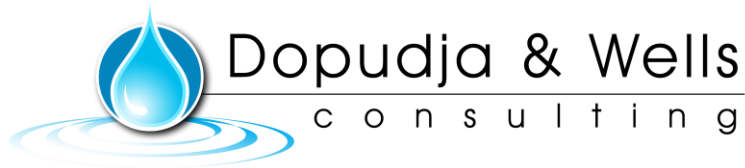
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Exhibit A

Dopudja & Wells Consulting Proposal
FG Solutions Proposal



March 08, 2021

Gary Thompson
Executive Officer
Riverside LAFCO
6216 Brockton Avenue
Suite 111-B
Riverside, CA 92506

SUBJECT: Proposal to Provide Engineering Services to Support Completion of Murrieta Focused Municipal Service Review

Dear Gary,

Dopudja & Wells Consulting (Dopudja & Wells) understands that the Riverside Local Agency Formation Commission (Riverside LAFCO) is seeking engineering services to support the completion of the City of Murrieta Focused Municipal Service Review (Murrieta FMSR), which is ongoing. The following letter proposal provides a Scope of Work, Proposed Fee, and Schedule for Dopudja & Wells to supply these services.

Background

Through extensive collaboration with Eastern Municipal Water District (Eastern), Rancho California Water District (Rancho), Western Municipal Water District (Western), the City of Murrieta, and many public stakeholders, Riverside LAFCO has developed the Murrieta FMSR. The Murrieta FMSR, which has been released for public review, evaluates options to provide potable water service to the Murrieta Service Area, which is currently provided potable water by Western. Effort is required to finalize the Murrieta FMSR process, including conducting public meetings and reacting to public comments.

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.

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

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.

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

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).

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

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.

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

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.

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

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.

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.

Dopudja & Wells understands the importance of this project to Riverside LAFCO, and we look forward to partnering on a rapid and successful completion. Please do not hesitate to contact Stephen Dopudja at stephen.dopudja@dopudjawells.com or at 949.842.4370 if there are any questions.

Sincerely,

Dopudja & Wells Consulting



Stephen Dopudja, P.E.
President

JMW

Attachments

Table 1. Task-Level Fee Detail		Wells	Dopudja					
		Project Engineer	Principal QA/QC	Total Labor	Total Labor	Expenses	Subconsultant	Task Total
		\$ 235	\$ 275	Hours	\$	\$	\$	\$
Task 1	Comment Response	12	12	24	\$ 6,120	\$ -	\$ -	\$ 6,120
	Comment Response	12	12	24	\$ 6,120			\$ 6,120
Task 2	Public Workshops and Meetings	12	12	24	\$ 6,120	\$ -	\$ -	\$ 6,120
	Public Workshop in Murrieta	6	6	12	\$ 3,060			\$ 3,060
	LAFCO Commision Meeting	6	6	12	\$ 3,060			\$ 3,060
Task 3	Project Control	2	4	6	\$ 1,570	\$ -	\$ -	\$ 1,570
	Project Management		4	4	\$ 1,100			\$ 1,100
	QA/QC	2		2	\$ 470			\$ 470
Total, Hours		26	28	54				
Total, \$		\$ 6,110	\$ 7,700		\$ 13,810	\$ -	\$ -	\$ 13,810

Table 2. Optional Task Fee Detail		Wells	Dopudja					
		Project Engineer	Principal QA/QC	Total Labor	Total Labor	Expenses	Subconsultant	Task Total
		\$ 235	\$ 275	Hours	\$	\$	\$	\$
Task 4	Optional: Update of Exhibits	16	0	16	\$ 3,760	\$ -	\$ -	\$ 3,760
	Optional: Update of Exhibits	16	0	16	\$ 3,760			\$ 3,760
Task 5	Optional: Review of Revised Rancho Financial Model	4	4	8	\$ 2,040	\$ -	\$ -	\$ 2,040
	Optional: Review of Revised Rancho Financial Model	4	4	8	\$ 2,040			\$ 2,040
Total, Hours		20	4	24				
Total, \$		\$ 4,700	\$ 1,100		\$ 5,800	\$ -	\$ -	\$ 5,800



March 8, 2021

Mr. Gary Thompson
Executive Officer
Riverside LAFCO
6216 Brockton Avenue, Suite 111-B
Riverside, CA 92506
gthompson@lafco.org (Sent via email)

SUBJECT: FG Solutions Draft Proposal for Completion of the Murrieta FMSR

Dear Mr. Thompson:

Thank you for the opportunity to submit this proposal, regarding consulting services to complete the Murrieta Focused Municipal Services Review (FMSR). As requested, this proposal contains a proposed Scope of Work, a not to exceed cost for each task, a total not to exceed cost, and hourly billing rates.

Scope of Work

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FG Solutions will respond to comments received by LAFCO and provided to FG Solutions in the "Response to Comments Matrix" spreadsheet. LAFCO will update this spreadsheet as additional comments are received. FG Solutions's responses will be made in this same spreadsheet and returned to LAFCO for review.

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Hourly Rates, Calendar Year 2021

Art Griffith, Principal and Project Manager \$215
 Debi Fortin, Principal and Senior Consultant \$160

Hourly rates are applicable for calendar year 2021. FG Solutions adjusts its hourly rates and expenses on January 1 of each year by 3% inflation.

Thank you for this opportunity to submit this proposal. Please feel free to contact me with any questions, comments, or revisions.

Best Regards,

Debi Fortin
 CEO, FG Solutions, LLC
 Email: debi@fg-solutions.com
 Direct: 206.605.4167