



6.d.
2/25/2021

TO: Local Agency Formation Commission

FROM: Gary Thompson, Executive Officer

SUBJECT: RECISSION/TERMINATION OF THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR THE MURRIETA FOCUSED MUNICIPAL SERVICE REVIEW WITH WEST YOST ASSOCIATES

On January 28, 2021, the Commission approved the Second Amendment to the Professional Services Agreement with West Yost Associates (Agreement) for performing a Focused Municipal Service Review (FMSR) for a specified area within the City of Murrieta (City). The purpose of the FMSR is to ascertain water service delivery infrastructure requirements, costs and financing requirements, and revenue and rate projections necessary for the City to plan for future redevelopment and new development within a designated area of the City.

This Second Amendment to the Agreement was necessitated to extend the Agreement for an additional 6 months to June 30, 2021 due to the inability to conduct the final public presentation and subsequent Commission public hearing due to the ongoing COVID-19 situation. Absent ratification of the second amendment, the Agreement was to terminate on December 31, 2020. Additionally, two project management personnel assigned to work on the FMSR had recently left the firm, and West Yost Associates was in process of securing their services through a sub-consultant agreement to complete the project. The Second Amendment acknowledged that the two project management personnel previously assigned by West Yost to the FMSR were to be subcontractors to West Yost.

Given the assurances by West Yost as to the two project management personnel, the Commission approved the Second Amendment to extend the Agreement to June 30, 2021, retroactive to December 31, 2020, due to the Agreement having expired, and with the provision that the two individuals that had left the firm be retained as subcontractors for completing this project. West Yost Associates had previously agreed to the terms of the

Second Amendment. The Commission also gave consensus that if the subcontractors were not retained by West Yost Associates within two weeks, then the Second Amendment should be considered not effective and subject to recission. This action was relayed to the representative from West Yost who was assigned staff's contact, and who acknowledged such.

Unfortunately, West Yost has been unable to reach agreement with the two individuals for subcontractor services for the FMSR. Attached is a letter from West Yost dated February 10, 2021. Therefore, it is appropriate to rescind the Second Amendment at this time so alternate arrangements can be made to complete the project. Staff is currently reviewing options now to complete the FMSR independently either through retaining the two individuals separately through a LAFCO agreement, or completing the FMSR in house.

It is recommended that the Commission:

1. Rescind the Second Amendment to the Agreement with West Yost Associates with said rescission having an effective date of December 31, 2020 since West Yost was not able to satisfy the subcontractor provisions of the Second Amendment.
2. Direct staff to notify by letter that the Second Amendment to the Agreement has been rescinded, and the Agreement with West Yost Associates has terminated as of December 31, 2020.

Respectfully Submitted,



Gary Thompson
Executive Officer

Attachments:

- 1) The Second Amendment to the Agreement with West Yost Associates
- 2) Letter from West Yost dated February 10, 2021.

**Second Amendment to the
Agreement with West Yost
Associates**

1 SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
2 THE RIVERSIDE LOCAL AGENCY FORMATION COMMISSION AND WEST YOST
3 ASSOCIATES
4

5 This SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
6 BETWEEN THE RIVERSIDE LOCAL AGENCY FORMATION COMMISSION AND WEST
7 YOST ASSOCIATES, entered into this ____ day of _____, 2021 is made and entered, by and
8 between the Riverside Local Agency Formation Commission, a commission created within the
9 County of Riverside by the provisions of the Cortese-Knox-Hertzberg Local Government
10 Reorganization Act of 2000, set forth in Government Code section 56000 et seq. (herein referred
11 to as “LAFCO”), and West Yost Associates (herein referred to as the “CONTRACTOR”).

12 RECITALS

13 A. CONTRACTOR and LAFCO (herein referred to collectively as Parties) entered into
14 that certain Professional Services Agreement dated March 22, 2019, (the “Original Agreement”)
15 pursuant to which CONTRACTOR was to prepare a Focused Municipal Service Review (FMSR)
16 report for a specified area within the City of Murrieta for provision of retail water services; and

17 B. Parties entered into the First Amendment to the Original Agreement (the “First
18 Amendment”) on July 14, 2020 extending the Original Agreement term to December 31, 2020, and
19 for performance of additional work; and

20 C. Parties have determined that due to the unanticipated continued disruption that the
21 COVID-19 virus issue has caused to conducting the final public meeting and hearing to complete
22 the project, another extension of the term is warranted; and

23 D. Parties now desire to amend the Original Agreement and the First Amendment to
24 extend the completion schedule through June 30, 2021.

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1 NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto
2 agree as follows:

3 1. Paragraph 2.1 of Section 2 entitled Period of Performance of the Original
4 Agreement as amended by the First Amendment is hereby amended to read as follows as :

5 2.1 Unless terminated as specified in Section 8 TERMINATION, or
6 Section 3.3, this Agreement shall be effective upon execution of the
7 Agreement, ratified back to December 31, 2020, and shall continue in
8 effect through June 30, 2021. Extension of this Agreement shall
9 require mutual written consent by the CONTRACTOR and LAFCO
10 and shall be considered an amendment to this Agreement to be
11 processed in accordance with Section 10 ALTERATION.
12 CONTRACTOR shall commence performance of requested services
13 upon notification and shall diligently perform such services.

14 2. Section 12 entitled Subcontract for Work or Services of the Original
15 Agreement as amended by the First Amendment is hereby amended to read as follows as :

16 No Agreement shall be made by CONTRACTOR with any party for furnishing
17 any of the work or services herein contained without the prior written approval
18 of the Executive Officer, but this provision shall not require the approval of
19 contracts of employment between CONTRACTOR and personnel assigned for
20 services thereunder, or for parties named in the proposal and agreed to under any
21 resulting contract. FG Solutions, including Debi Fortin and Art Griffith of FG
22 Solutions, and independent consultants Stephen Dopudja and Jon Wells are
23 acknowledged as subcontractors to West Yost Associates for this project.

24 E. SECOND AMENDMENT TO PREVAIL. The provisions of this Second
25 Amendment shall prevail over any inconsistency or conflicting provision of the Original Agreement
26 and the First Amendment, as heretofore amended, and shall supplement the remaining provisions
27 thereof. Any capitalized terms shall have the meaning defined in the Original Agreement, unless
28 defined herein or context requires otherwise.

1 F. MISCELLANEOUS. Except as amended or modified herein, all terms of the
2 Original Agreement and the First Amendment shall remain in full force and effect. If any provisions
3 of this Second Amendment shall be determined to be illegal or unenforceable, such determination
4 shall not affect any other provision of the Original Agreement and the First Amendment, and all
5 such other provisions shall remain in full force and effect.

6 G. EFFECTIVE DATE. This Second Amendment shall not be binding or consummated
7 until it is fully executed by the parties hereto and once executed, shall be ratified back to an effective
8 date of December 31, 2020.

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

11
12 **Riverside Local Agency Formation Commission**

13
14 _____

15 Print Name:

16 Title:

17 Date:

18 //

19 **West Yost Associates**

20
21 

22 Print Name: Greg K. Chung

23 Title: Vice President

24 Date: 1/19/2021

25 //

26 FORM APPROVED COUNTY COUNSEL

27 BY: _____

28 TIFFANY N. NORTH

**Letter from West Yost Dated
February 10, 2021**



2020 Research Park Drive
Suite 100
Davis CA 95618

530.756.5905 phone
530.756.5991 fax
westyost.com

February 10, 2021

SENT VIA: EMAIL

Gary Thompson
Executive Officer
Riverside LAFCO
e-mail: gthompson@lafco.org

SUBJECT: Agreement with Stephen Dopudja and Jon Wells

Dear Mr. Thompson:

This letter is to provide an update on our attempts to set up a contracting arrangement with Mr. Dopudja and Mr. Wells. Although we have accepted their requested billing rates and agreed to the rate structure for current work, we have yet to set up a subcontract agreement with their new business entity. We have been waiting for a response from Mr. Dopudja and Mr. Wells on contract terms and the form and name of their new business, which is still unknown.

We have been diligently working to get this contracting arrangement in place since we became aware of their decision to resign from the firm in early January.

Such departures are never easy, and we are doing all we can to minimize the impact this situation has on your project. We understand from your communication with West Yost that this delay may result in our current contract expiring.

If you have any questions or concerns, please call me at (925) 408-4149.

Sincerely,
WEST YOST

A handwritten signature in blue ink that reads 'Polly Boissevain'.

Polly Boissevain, PE
Engineering Manager