

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

This Agreement, made and entered into this 15th day of May, 2021 by and between FG Solutions, LLC (herein referenced to as "CONTRACTOR"), and the Riverside Local Agency Formation Commission, a commission created within the County of Riverside by the provisions of the Cortese-Knox-Hertzberg Local Government Reorganization act of 2000, set forth in Government Code section 56000 et seq. (herein referred to as "LAFCO").

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

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

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

1. Description of Services

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

1.2 CONTRACTOR represents and maintains that it is skilled to perform all services; 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

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

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

4. Assignment

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

5. Hold Harmless/Indemnification

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

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

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

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

6. **Waiver of Default**

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

7. **Availability of Funding**

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

8. **Termination**

- 1 **8.1** LAFCO may terminate this Agreement without cause upon 30 days written notice
2 served upon CONTRACTOR stating the extent and effective date of termination.
- 3 **8.2** LAFCO may, upon five (5) days written notice, terminate this Agreement for
4 CONTRACTOR'S default, if CONTRACTOR refuses or fails to comply with the
5 provisions of this Agreement or fails to make progress so as to endanger performance
6 and does not cure such failure within a reasonable period of time. In the event of
7 such termination, LAFCO may proceed with the work in any manner deemed proper
8 to LAFCO.
- 9 **8.3** After receipt of the Notice of Termination pursuant to paragraph 8.1 or 8.2 above,
10 CONTRACTOR shall:
- 11 a.) Stop all work under this Agreement on the date specified in the Notice of
12 Termination.
- 13 b.) Transfer to LAFCO and deliver in the manner, and to the extent, if any, as
14 directed by LAFCO, any equipment, information data or reports which, if the
15 Agreement had been completed, would have been required to be furnished to
16 LAFCO;
- 17 **8.4** After termination pursuant to paragraph 8.1 or 8.2 above, LAFCO shall make
18 payment for all services performed in accordance with this Agreement as of the date
19 of termination, a total amount which bears the same ratio to the total maximum fee
20 otherwise payable under this Agreement as the services actually bear to the total
21 services necessary for performance of this Agreement.
- 22 **8.5** Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S rights
23 under this Agreement shall terminate (except for fees accrued prior to the date of
24 termination) upon dishonesty, or a willful or material breach of this Agreement by
25 CONTRACTOR; or in the event of CONTRACTOR'S unwillingness or inability for
26 any reason whatsoever to perform the duties hereunder. In such event,
27 CONTRACTOR shall not be entitled to any further compensation under this
28 Agreement.

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

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

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

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

12. Subcontract for Work or Services

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

13. Interest of Contractor

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

14. Conduct of Contractor

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

incompatible with any interest of LAFCO.

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

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

15. Disallowance

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

16. Governing Law; Jurisdiction; Severability

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

17. Insurance

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

A. Workers' Compensation

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR 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

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

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

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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

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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 27.2 In the event LAFCO is unable to comply with any provision of this Agreement due
2 to causes beyond its control relating to acts of God, acts of war, civil disorders, or
3 other similar acts, LAFCO shall not be held liable to CONTRACTOR for such failure
4 to comply.

5 **28. Mutual Cooperation**

6 LAFCO agrees to cooperate with CONTRACTOR in CONTRACTOR'S performance of
7 services for LAFCO under this Agreement, including providing CONTRACTOR with reasonable
8 facilities and timely access to LAFCO data, information and personnel. LAFCO shall be responsible
9 for the performance of its employees and agents and for the accuracy and completeness of all data
10 and information provided to CONTRACTOR.

11 **29. EDD Reporting Requirements**

12 In order to comply with child support enforcement requirements of the State of California,
13 LAFCO may be required to submit a Report of Independent Contractor(s) form **DE 542** to the
14 Employment Development Department.

15 It is expressly understood that this data will be transmitted to governmental agencies charged
16 with the establishment and enforcement of child support orders and for no other purposes and will
17 be held confidential by those agencies. Failure of CONTRACTOR to timely submit the data and/or
18 certificates required may result in contract being awarded to another contractor. In the event a
19 contract has been issued, failure of CONTRACTOR to comply with all federal and state reporting
20 requirements for child support enforcement or to comply with all lawfully served Wage and
21 Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of the
22 Agreement. Failure to cure such breach within 60 calendar days of notice from LAFCO shall
23 constitute grounds for termination of the Agreement.

24 If you have any questions concerning this reporting requirement, please call (916) 657-0529.
25 You may also contact your local Employment Tax Customer Service Office listed in your telephone
26 directory in the State Government section under "Employment Development Department," or you
27 may access their Internet site at www.edd.ca.gov.

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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.

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

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12 LAFCO

13 Riverside Local Agency Formation Commission

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FG Solutions, LLC



Print Name: Debi Fortin

Title: CEO

Date: May 15, 2021

FORM APPROVED COUNTY COUNSEL

BY:  4/28/2021
MELISSA R. CUSHMAN DATE

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.

Responding to EMWD’s comment will include requesting their spreadsheet financial model, describing the changes EMWD has made, noting they are policy changes, and verifying the accuracy of the math. No evaluation of the appropriateness of EMWD’s changes will be provided.

Responding to RCWD’s comment will include describing the changes that have been made. RCWD’s spreadsheet financial model will not be reviewed for accuracy. No evaluation of the appropriateness of RCWD’s changes will be made.

FG Solutions will prepare errata modifications as needed to respond to comments. The not to exceed cost estimate includes preparation of up to 10 errata modifications.

Task 2. Prepare Presentations for Public Meetings

FG Solutions will prepare a presentation for use at two meetings. The first meeting will be with the general public in Murrieta and the second meeting will be the LAFCO Commission public hearing.

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

prepare. FG Solutions will attend a conference call after each meeting to debrief and identify follow-up activities.

Optional Task 3b. Virtual Meeting Attendance

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.