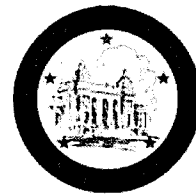


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.23
(ID # 10982)

MEETING DATE:

Tuesday, October 1, 2019

FROM: EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Approve the Professional Services Agreement with Willdan Financial Services for consultant services for Development Impact Fee (DIF) Nexus Study 2020-2030 for one year with the option to renew for up to two additional one-year periods; All Districts. [Total cost \$354,240; up to \$35,424 in additional compensation- 100% Development Impact Fee Admin Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement with Willdan Financial Services for Consultant Services for Development Impact Fee (DIF) Nexus Study 2020-2030 for one year in the amount of \$118,080 with the option to renew for up to two additional one-year periods for a total of \$354,240, and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, and as approved by County Counsel to: (a) sign amendments that exercise the options of the agreement, including modifications of the statement of work, that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract.

ACTION:Policy

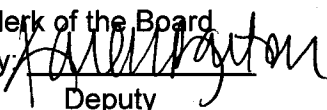

Alex Gann 9/24/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Hewitt
Nays: None
Absent: Spiegel
Date: October 1, 2019
xc: EO

Kecia R. Harper
Clerk of the Board

By 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 118,080	\$ 118,080	\$ 389,664	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Development Impact Fee Admin Fund			Budget Adjustment: No	
			For Fiscal Year: 19/20-21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Government Code Section 31000 et. seq. authorizes the County to contract services with a contractor who is trained and experienced, and who is competent to perform the services required.

In order to assist in developing an analysis of the need for public facilities and capital improvements to support projected future development within Riverside County through 2030, the Riverside County Executive Office submitted a request to the Riverside County Purchasing department to solicit proposals for consultant services for a Development Impact Fee Nexus Study for 2020-2030.

The 2020-2030 DIF Nexus Study is an update of the development impact fees (DIF) calculated for and documented most recently in the County of Riverside Development Impact Fee Study Update, November 25, 2014 (2010-2020 DIF Study) prepared by Willdan Financial Services.

Contract History and Price Reasonableness

Riverside County Purchasing and Fleet Services Department released a Request for Proposal (RFP), EOARC-054, on July 23, 2019, on behalf of the Executive Office soliciting proposals for Consultant Services for the Development Impact Fee (DIF) Nexus Study for 2020-2030. The RFP was sent to thirty-one (31) potential bidders, was advertised on the Purchasing website, and closed on August 16, 2019. Two (2) bid responses were submitted in response to the RFP. Cost ranged from \$118,080 to \$270,710 annually. The proposals were reviewed by an evaluation team made up of personnel from the Executive Office, Riverside County Fire, Transportation and Land Management Agency, and Riverside County Parks. Each bid response was evaluated based on the criteria set forth in the RFP: overall response to the RFP requirements; bidder's experience and ability; overall cost to the County; references with demonstrated success with similar work to the Scope of Service; financial status; clarifications, exceptions or deviations, and; credentials, resumes, licenses or certifications.

Based on the overall summation of the proposals submitted, it is the recommendation of the evaluation team to select Willdan Financial Services as the awarded vendor.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Impact on Residents and Businesses


Each geographical area of the county will benefit from the public infrastructure projects proposed within the DIF Capital Improvement Plan. The DIF Capital Improvement Plan consists of only those critical projects needed to offset the impacts of future development. The Nexus Study will ensure that new development will not be unfairly burdened with the cost of facilities associated with serving the existing population.

ATTACHMENTS:

ATTACHMENT A. Professional Services Agreement for Consultant Services for Development Impact Fee (DIF) Nexus Study for 2020-2030 between County of Riverside and Willdan Financial Services.


Teresa Summers, Director of Purchasing 9/25/2019


Frankie Z. Ezzal, Chief Deputy County Executive Officer 9/26/2019


Gregory J. Priapos, Director County Counsel 9/25/2019

PROFESSIONAL SERVICE AGREEMENT

for

CONSULTANT SERVICES: DEVELOPMENT IMPACT FEE (DIF) NEXUS STUDY 2020-2030

between

COUNTY OF RIVERSIDE

and

WILLDAN FINANCIAL SERVICES



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This Agreement made and entered into this ____ day of _____, 2019, by and between WILLDAN FINANCIAL SERVICES, a California corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect for one (1) year, with the option to renew for up to two (2) additional years, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed One Hundred Eighteen Thousand Eighty Dollars (\$118,080) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Executive Office
4080 Lemon St., 4th Floor
Riverside, CA 92501
Attn: Fiscal Unit

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (EOARC-91846-004-06/22); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or

suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE
 EXECUTIVE OFFICE
 4080 LEMON ST.
 RIVERSIDE, CA 92501
 ATTN: IMELDA DELOS SANTOS

CONTRACTOR
 WILLDAN FINANCIAL SERVICES
 27368 VIA INDUSTRIA, SUITE 200
 TEMECULA, CA 92590-4856

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and

certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 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 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or

circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's

performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide 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 the County of Riverside 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 the County of Riverside 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 the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assigns any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY 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 of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later

disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. 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.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: [Signature]
Kevin Jeffries, Chairman
Board of Supervisors

WILLDAN FINANCIAL SERVICES, a California corporation

By: [Signature]
Mark J. Risco
President/CEO

By: [Signature]
Rebekah Smith
Secretary

Dated: OCT 01 2019

Dated: 9/11/19

ATTEST:
Kecia Harper
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Synthia M. Gunzel
Chief Deputy County Counsel

EXHIBIT A
SCOPE OF WORK

The following tasks and objectives shall be completed by the CONTRACTOR in accordance with the CONTRACTOR's bid response to the COUNTY's RFP EOARD-054:

1. Nexus Study Scope of Service Requirements

- 1.1. CONTRACTOR shall review the COUNTY's current fee structure and provide the following services accordingly:
 - 1.1.1. Identify and summarize other current COUNTY mitigation fees and ensure no duplication or overlap of fees.
 - 1.1.2. Evaluate performance of Development Impact Fee (DIF) objectives.
 - 1.1.3. Prepare a summary report of all completed DIF projects.
 - 1.1.4. Compare DIF Ordinance with other Mitigations Ordinances and report on fee structure, payment methodologies, exemptions and any other relevant information.
 - 1.1.5. Collect data and prepare a summary comparison of mitigation fees charged by cities and special districts located in areas within the Riverside County and neighboring counties.
 - 1.1.6. Prepare a report to document findings.
- 1.2. CONTRACTOR shall review the Current Area Plans. This review shall include the following tasks to be performed by the CONTRACTOR:
 - 1.2.1. Review changes in General Plan land use.
 - 1.2.2. Review existing entitlements that show potential for future DIF collection.
 - 1.2.3. Review and recommend new/revised area plan boundaries possibly using criteria other than existing General Plan boundaries.
 - 1.2.4. Review and provide recommendations for new or revised fee payment categories (actual land use vs. zoning).
 - 1.2.5. Redraw area plan boundaries.
 - 1.2.6. Summarize findings.
- 1.3. CONTRACTOR shall evaluate State Department of Finance population, employment and housing forecast. This evaluation shall include the following tasks to be performed by the

CONTRACTOR:

- 1.3.1. Review construction permit data.
- 1.3.2. Develop population and dwelling unit forecasts by community plan area to 2030.
- 1.4. CONTRACTOR shall update Public Facilities needs list to year 2030. This update shall include the following tasks to be performed by the CONTRACTOR:
 - 1.4.1. Review existing needs list to year 2020.
 - 1.4.2. Remove completed projects.
 - 1.4.3. Develop facility eligibility criteria.
 - 1.4.4. Assist Executive Office (EO) in assessing COUNTY departments' capital needs.
 - 1.4.5. Compile estimated project costs.
 - 1.4.6. Develop cost allocations between existing and new development.
 - 1.4.7. Draft a revised Facilities Needs List to Year 2030 in coordination with the Executive Office (EO) and the various COUNTY departments.
- 1.5. CONTRACTOR shall analyze Fee Justification and evaluate all the following sections:
 - 1.5.1. Evaluate and develop fee requirements for compliance with Government Code Section 66000 et seq.
 - 1.5.2. Evaluate current fee and develop or propose a new fee methodology that are based on square footage vs. acreage.
 - 1.5.3. Review existing fee categories and work with staff to recommend how certain uses can be defined under existing fee categories such as but not limited to solar, agriculture, cottage inns and others or suggested new fee categories.
 - 1.5.4. Provide fee justification to require uses that do not currently contribute to recreational trails and regional parks.
 - 1.5.5. Evaluate current facilities standards.
 - 1.5.6. Evaluate current cost indices; develop a cost indices schedule.
 - 1.5.7. Evaluate current apportionment of facilities costs.
 - 1.5.8. Evaluate current service factors.
 - 1.5.9. Prepare a report to document findings and recommendations.
 - 1.5.10. Make recommendations and provide options in calculating fees.
- 1.6. CONTRACTOR shall calculate revised fee amounts. This calculation process shall include the following tasks to be completed by the CONTRACTOR:

- 1.6.1. Develop and recommend a fee amount based on the revised needs list.
- 1.6.2. In coordination with the Executive Office and the various COUNTY departments, adjust and/or remove facilities from needs list if necessary, to manage appropriate fee increases.
- 1.6.3. Provide a matrix comparing the fee with regional and local fees.
- 1.6.4. Show the derivation of each fee.
- 1.6.5. Show full breakdown of fees.
- 1.7. CONTRACTOR shall make recommendations of revisions to Ordinance 659.13.
- 1.8. CONTRACTOR shall prepare a comprehensive Mitigation Fee Nexus Study Report.
- 1.9. CONTRACTOR shall comply with the following meetings and presentations requirements:
 - 1.9.1. Up to three working sessions with the Fee Review Committee.
 - 1.9.2. Up to six presentations to the Board of Supervisors.
 - 1.9.3. Up to three working sessions each with the Building Industry Association (BIA) and the Desert Valley Builders Association (DVBA).
 - 1.9.4. Up to three working sessions with other non-County stakeholders.
 - 1.9.5. Attend all working sessions with various stakeholders and if necessary, the planning commission.
 - 1.9.6. Attend meetings with COUNTY departments by portfolio group.
 - 1.9.7. Email and telephone correspondence as necessary.
- 1.10. CONTRACTOR shall provide services for other works requested by the COUNTY Executive Office. These services shall include:
 - 1.10.1. Coordination with COUNTY staff regarding implementation of the new fee program.
 - 1.10.2. Make revisions to the proposed fees and final documents.

2. Evaluate Potential Changes to the DIF Fee Program

- 2.1. CONTRACTOR shall assess library book fee component on a countywide basis vs east-west.
- 2.2. CONTRACTOR shall evaluate other types of facilities to be added/removed.
- 2.3. CONTRACTOR shall perform other evaluations, as determined by the COUNTY.

3. Other/Miscellaneous

- 3.1. CONTRACTOR shall be available to COUNTY staff for consultation for the term of the contract.

3.2. The Nexus study provided by the CONTRACTOR shall comply with all the requirements of existing codes and laws.

4. Project Timeline

4.1. CONTRACTOR shall notify the COUNTY immediately of any possible delays in meeting the following estimated project schedule.

County of Riverside Development Impact Fee and Nexus Study 2020-2030 Project Schedule												
Scope of Services	Month #1	Month #2	Month #3	Month #4	Month #5	Month #6	Month #7	Month #8	Month #9	Month #10	Month #11	Month #12
Task 1.1: Review Current Fee Structure and Prepare Analyses												
Task 1.2: Review Current Area Plans												
Task 1.3: Evaluate Population, Employment & Housing Forecast												
Task 1.4: Update Public Facilities Needs List												
Task 1.5: Analyze Fee Justifications & Prepare Related Evaluations												
Task 1.6: Calculate Revised Fee Amounts												
Task 1.7: Prepare Ordinance Revisions												
Task 1.8: Prepare Mitigation Fee Nexus Study Report												
Task 1.9: Meetings & Presentations (18 on-site meetings)												
Task 1.10: Coordinate Final Revisions with County Executive Office												
Task 2.0: Evaluate Potential Changes to DIF Fee Program												

Willdan Attendance at up to 18 Face-to-Face Meetings throughout the Project

EXHIBIT B
PAYMENT PROVISIONS

All costs and rates shall be all inclusive. In the event that the COUNTY requires additional meetings, evaluations, etc., and at the COUNTY's request, CONTRACTOR shall attend additional meetings on a time and materials basis at CONTRACTOR's standard rates or at a fixed rate of \$2,000 per meeting for one day. Multi-day meetings would be at an additional cost.

County of Riverside Development Impact Fee and Nexus Study 2020-2030 Fee Breakdown				
Scope of Services	J. Edison Principal-in- Charge	C. Villareal Project Manager	Total	
	\$240	\$165	Hours	Cost
Task 1.1: Review Current Fee Structure and Prepare Analyses	18.0	42.0	60.0	\$11,250.00
Task 1.2: Review Current Area Plans	14.0	32.0	46.0	\$8,640.00
Task 1.3: Evaluate Population, Employment & Housing Forecast	12.0	22.0	34.0	\$6,510.00
Task 1.4: Update Public Facilities Needs List	10.0	26.0	36.0	\$6,890.00
Task 1.5: Analyze Fee Justifications & Prepare Related Evaluations	16.0	40.0	56.0	\$10,440.00
Task 1.6: Calculate Revised Fee Amounts	18.0	42.0	60.0	\$11,250.00
Task 1.7: Prepare Ordinance Revisions	8.0	4.0	12.0	\$2,580.00
Task 1.8: Prepare Mitigation Fee Nexus Study Report	16.0	38.0	54.0	\$10,110.00
Task 1.9: Meetings & Presentations (18 on-site meetings)	96.0	106.0	202.0	\$40,530.00
Task 1.10: Coordinate Final Revisions with County Executive Office	10.0	16.0	26.0	\$5,040.00
Task 2.0: Evaluate Potential Changes to DIF Fee Program	10.0	16.0	26.0	\$5,040.00
Total Labor Costs/Hours	228.0	384.0	612.0	\$118,080.00

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.5
(MT 10800)

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from the Executive Office regarding the approval of Professional Services Agreement with Willdan Financial Services for consultant services for Development Impact Fee (DIF) Nexus Study 2020-2030 for one year with the option to renew for up to two additional one-year periods, is continued to Tuesday, October 1, 2019 at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on September 17, 2019 of Supervisors Minutes.

(seal)

WITNESS my hand and the seal of the Board of Supervisors
Dated: September 17, 2019
Kecia R. Harper, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: *[Signature]* Deputy

AGENDA NO.

3.5

xc: EO, COB

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
3.5
(ID # 10800)**

MEETING DATE:

Tuesday, September 17, 2019

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Approve the Professional Services Agreement with Willdan Financial Services for consultant services for Development Impact Fee (DIF) Nexus Study 2020-2030 for one year with the option to renew for up to two additional one-year periods; All Districts. [Total cost \$354,240; up to \$35,424 in additional compensation- 100% Development Impact Fee Admin Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement with Willdan Financial Services for Consultant Services for Development Impact Fee (DIF) Nexus Study 2020-2030 for one year in the amount of \$118,080 with the option to renew for up to two additional one-year periods for a total of \$354,240, and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, and as approved by County Counsel to: (a) sign amendments that exercise the options of the agreement, including modifications of the statement of work, that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract.

ACTION:Policy


Alex Gann 9/10/2019

MINUTES OF THE BOARD OF SUPERVISORS

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 118,080	\$ 118,080	\$ 389,664	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Development Impact Fee Admin Fund			Budget Adjustment: No	
			For Fiscal Year: 19/20-21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Government Code Section 31000 et. seq. authorizes the County to contract services with a contractor who is trained and experienced, and who is competent to perform the services required.

In order to assist in developing an analysis of the need for public facilities and capital improvements to support projected future development within Riverside County through 2030, the Riverside County Executive Office submitted a request to the Riverside County Purchasing department to solicit proposals for consultant services for a Development Impact Fee Nexus Study for 2020-2030.

The 2020-2030 DIF Nexus Study is an update of the development impact fees (DIF) calculated for and documented most recently in the County of Riverside Development Impact Fee Study Update, November 25, 2014 (2010-2020 DIF Study) prepared by Willdan Financial Services.

Contract History and Price Reasonableness

Riverside County Purchasing and Fleet Services Department released a Request for Proposal (RFP), EOARC-054, on July 23, 2019, on behalf of the Executive Office soliciting proposals for Consultant Services for the Development Impact Fee (DIF) Nexus Study for 2020-2030. The RFP was sent to thirty-one (31) potential bidders, was advertised on the Purchasing website, and closed on August 16, 2019. Two (2) bid responses were submitted in response to the RFP. Cost ranged from \$118,080 to \$270,710 annually. The proposals were reviewed by an evaluation team made up of personnel from the Executive Office, Riverside County Fire, Transportation and Land Management Agency, and Riverside County Parks. Each bid response was evaluated based on the criteria set forth in the RFP: overall response to the RFP requirements; bidder's experience and ability; overall cost to the County; references with demonstrated success with similar work to the Scope of Service; financial status; clarifications, exceptions or deviations, and; credentials, resumes, licenses or certifications.

Based on the overall summation of the proposals submitted, it is the recommendation of the evaluation team to select Willdan Financial Services as the awarded vendor.

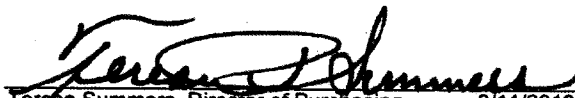
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Impact on Residents and Businesses

Each geographical area of the county will benefit from the public infrastructure projects proposed within the DIF Capital Improvement Plan. The DIF Capital Improvement Plan consists of only those critical projects needed to offset the impacts of future development. The Nexus Study will ensure that new development will not be unfairly burdened with the cost of facilities associated with serving the existing population.

ATTACHMENTS:

ATTACHMENT A. Professional Services Agreement for Consultant Services for Development Impact Fee (DIF) Nexus Study for 2020-2030 between County of Riverside and Willdan Financial Services.


Teresa Summers, Director of Purchasing 9/11/2019


Frankie Z. Ezzat, Chief Deputy County Executive Officer 9/12/2019


Gregory V. Priamos, Director County Counsel 9/12/2019



Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Sonya Alendar

Address: _____

City: Woodcrest Zip: 92508

Phone #: 9518928897

Date: 9/17/2019 Agenda # 3.5

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ Support _____ Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

_____ Support _____ Oppose _____ Neutral

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. *Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.*

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.