



LOCAL AGENCY FORMATION COMMISSION

Dave Braun, Executive Officer

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Date: June 7, 2023 ITEM #4A

To: LAFCO Commission

From: ^{DB} Dave Braun, Executive Officer

Subject: Selection of Consultant for Preparation of a Municipal Service Review (MSR) for the Greater Rio Mesa Area

RECOMMENDATION

It is recommended that the Commission approve the proposed contract with Precision Civil Engineering, Inc., to prepare the required MSR and that the Commission authorize the Executive Officer to sign all necessary documents.

PROPOSAL

The Commission directed staff to send out a Request for Proposal to conduct a Municipal Service Review on the Greater Rio Mesa Area.

BACKGROUND

A copy of the circulated Request for Proposal is attached. Three responses were received (QK, Provost and Pritchard Consulting Group and Precision Civil Engineering) to prepare the MSR.

A review committee comprised of LAFCO staff and representatives from County Planning and County Engineering conducted a subjective review of the proposals. Each of the firms showed a good understanding of the task and general approach to completing the MSR. All the firms had qualified staff members with experience to conduct this MSR.

LAFCO has budgeted \$40,000 in the 2023-2024 FY Budget for outside consultants to complete this MSR. Two of the three bids came in below \$40,000. The bids ranged from \$43,798 from QK, \$39,461 from Provost and Pritchard and \$27,700 from Precision Civil Engineering. Based on this cost factor, the Committee agreed that the Precision Civil Engineering bid was preferable. The Local Agency Formation Commission would fund the expenditure, which is within the amount allocated in the 2023-2024 Fiscal Year Budget for outside consultants.

MADERA LAFCO AGREEMENT NO. 2023-
(Consulting Services; Municipal Service Review-Greater Rio Mesa Area)

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the MADERA LOCAL AGENCY FORMATION COMMISSION (hereinafter "MADERA LAFCO"), acting by and through its Executive Officer and PRECISION CIVIL ENGINEERING INC, a California Corporation ("CONSULTANT").

RECITALS

A. MADERA LAFCO requires that a Municipal Service Review be conducted for the Greater Rio Mesa Area.

B. CONSULTANT is in the business of and experienced in providing consulting services, including the preparing and writing of Municipal Service Reviews.

C. MADERA LAFCO and CONSULTANT desire to enter into an agreement for consulting services to provide the Municipal Service Review for the Greater Rio Mesa Area.

AGREEMENT

1. **GENERAL TERMS AND CONDITIONS.** CONSULTANT shall provide consulting services as requested in MADERA LAFCO's Request for Proposal for Municipal Service Review for the Greater Rio Mesa Area, consisting of five (5) pages, and as set forth in CONSULTANT's Proposal dated May 12, 2023, consisting of thirteen (13) pages, copies of which are attached hereto as Exhibits "1," and "2," respectively, and incorporated herein by reference.

2. **TERM.** Services provided under this Agreement are to be completed by June 7, 2024. This agreement recognizes that the nature of the project and the consequent timing of the performance of CONSULTANT's services provided hereunder are subject to variables beyond the control of CONSULTANT. Consequently, the project

schedule depicted within Exhibit "2" may be modified by mutual written agreement between the parties at any time.

3. **COMPENSATION.** CONSULTANT may submit invoices once monthly for the full or partial completion of specified work performed during the preceding month. MADERA LAFCO shall have ten (10) calendar days after receipt to review the invoice and to notify CONSULTANT in writing of any discrepancies that MADERA LAFCO believes may exist in such invoice. If no such written notice is made to CONSULTANT, or if CONSULTANT resolves any discrepancies within twenty (20) calendar days of MADERA LAFCO's receipt of the invoice, MADERA LAFCO shall remit payment in the full amount of the original or subsequently amended invoice, within thirty (30) calendar days of receipt of the invoice. Upon satisfactory completion of all services to be provided by CONSULTANT under this Agreement, MADERA LAFCO shall remit all withheld sums together with any sums remaining unpaid from CONSULTANT's monthly invoicing. Total compensation for CONSULTANT's services under this Agreement shall not exceed the sum of Twenty Seven Thousand Seven Hundred Dollars (\$27,700.00) without prior written agreement of the parties.

4. **EXTRA WORK.** No extra work shall be performed except pursuant to a written agreement signed by both parties hereto. No claim for monies in addition to the agreed compensation shall be valid unless the additional compensation is authorized by MADERA LAFCO in advance and in writing.

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5. **ASSIGNMENT/SUBCONTRACTING.** Except as provided in Exhibit "2," hereto, CONSULTANT shall not assign or subcontract this Agreement or any part thereof

without the written consent of MADERA LAFCO. MADERA LAFCO may, at its option, decline with or without reason to consent to any such assignment/subcontract.

6. **COMPLIANCE WITH LAWS.** CONSULTANT shall comply with all applicable federal, state and local laws relating to its services under this Agreement.

7. **RECORDS.** CONSULTANT shall keep and maintain, for a period of two (2) years, such records as may reasonably be required by MADERA LAFCO.

8. **AMENDMENT.** This Agreement may not be amended without the express written consent of the parties.

9. **INDEMNIFICATION.** Neither MADERA LAFCO, nor any officer, director, employee, or agent thereof shall be responsible for any damage or liability occurring by reason of any negligent act, error or omission by CONSULTANT, nor by any person(s) or entity (ies) under CONSULTANT'S direction, in connection with any services rendered under this Agreement. In executing this Agreement, CONSULTANT agrees to indemnify, defend, and hold MADERA LAFCO harmless from any and all loss, injury, or liability arising in connection with the negligent acts, errors, or omissions of Consultant.

10. **INTEGRATED AGREEMENT.** This Agreement, including Exhibits "1" and "2," hereto form the entire agreement between the parties. No other agreements or assurances, whether or not reduced to writing, shall be considered a part of this Agreement.

11. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed by the parties, that CONSULTANT, including any and all of its officers, agents, and employees, is, at all times while engaged in carrying out and complying with any of the terms and conditions of this Agreement, an independent contractor and is not an officer, agent, employee, or associate, of MADERA LAFCO.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

MADERA LAFCO

David Braun, Executive Officer

PRECISION CIVIL ENGINEERING, INC.

Edward D. Dunkel Jr, President

Taxpayer Identification Number

Approved as to Legal Form:
MADERA LAFCO COUNSEL

By: _____

ACCOUNT NUMBER(S)
