

Recorded by and for the benefit of, and
When Recorded Mail to:

City of Reedley
Community Development Department
Planning Division
1733 9th Street
Reedley, CA 93654

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT FOR PARTIAL REIMBURSEMENT FOR FRESNO LAFCO
MUNICIPAL SERVICE REVIEW (MSR) DOCUMENT PREPARATION ASSISTANCE**

This Agreement is made by and between the City of Reedley, a municipal corporation, hereinafter referred to as "CITY" and ~~JIM ROBINSON~~, a sole party, hereinafter referred to as "CLIENT".
SAN JOAQUIN VALLEY HOMES

RECITALS

I. The City of Reedley is preparing for annexation and sphere of influence amendment activities to accommodate development and growth. Such processes require the preparation of a Municipal Service Review (MSR), as required by the Cortese-Knox-Hertzberg Local Government Reorganization Act; and overseen throughout Fresno County by the Fresno Local Agency Formation Commission (Fresno LAFCo).

II. To assist with timely completion of MSR preparation activities, and in preparation for submittal of an annexation application with the City, Client has entered into an agreement with 4Creeks Consulting to provide staff support to the City. The Proposed Scope of Work dated May 3, 2018 (EXHIBIT A) indicates the assistance 4Creeks will provide to the City, as well as the cost for such services, which totals \$25,500.

III. Client agrees to pay the total project amount of \$25,500 to the consultant; and the City agrees to reimburse 50% of such fees (not to exceed \$12,750) following completion of the project. Reimbursement may take place as cash payment(s), fee reduction(s), or a combination of such activities.

NOW, THEREFORE, it is mutually agreed between City and Client as follows:

A. Client is eligible for reimbursement for 50% of the consultant costs paid to 4Creeks associated with MSR preparation assistance, not to exceed \$12,750.

B. The activities for which reimbursement may be given as set forth herein are shown

in EXHIBIT A.

C. The City will reimburse Client without interest those amounts as set forth in paragraph A of this agreement. Reimbursement payments shall be made only after project completion, and may consist of cash payment(s), fee reduction(s), or a combination of such activities.

D. This agreement for reimbursement and all obligations of the parties hereunder shall terminate on the anniversary date of this agreement ten (10) years hence.

E. All notices in connection with this Agreement shall be in writing and shall be given by personal delivery or first-class U.S. mail, postage prepaid, to a party at its respective address below:

To the City: City of Reedley
1733 Ninth Street
Reedley, CA
93654

To the Client:

SAN JOAQUIN VALLEY HOMES
Jim Robinson
5607 Avenida De Los Robles
Visalia, California 93291
ATTN: Jim Robinson

Notice given by personal delivery shall be effective upon delivery; notice given by mail shall also be given by FAX and be effective upon receipt or three calendar days after the postmark date, whichever is earlier. Reimbursement payments in cash shall be made to the Client at the above address, or at such other address provided by the Client to the City Manager in accordance with this Section E.

F. In the event either party commences legal action or arbitration to enforce or interpret any provisions of this Agreement, the prevailing party in such action or arbitration shall be entitled to recover from the losing party reasonable attorneys' fees, court costs and legal expenses in the amounts determined by the court or tribunal having jurisdiction.

G. 1. The provisions of this Agreement shall be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties hereunder shall be determined, according to California law.

2. Any legal action in connection with this Agreement shall be instituted in the Superior Court of the County of Fresno, California or in the Federal District Court for the Eastern District of California, as appropriate.

3. Service of process for any legal action in connection with this Agreement shall be made (i) on the City by personal service on the City Manager of the City, or in any other manner as may be provided by California law, or (ii) on the Client by personal service on the owner, managing

principal or
the Client or in
whether made in or out of

designated agent for service of process or partner of
such other manner as may be provided by law,
California.

H. No member, officer or employee of the City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement, where such interest or decision is prohibited by law.

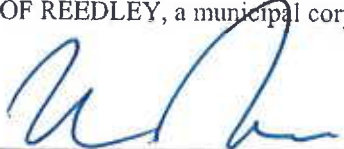
- I.
1. Waiver of any provision of this Agreement must be in writing and signed by a duly authorized representative of each party.
 2. This Agreement may be amended, and the provisions of this Agreement may be waived, only in writing signed by duly authorized representatives of the City and the Client, after approval by the City's board of directors and Client (or the duly authorized representative of).
 3. This Agreement integrates all of the terms, conditions, agreements and understandings between the City and the Client concerning the matters described in this Agreement. The Agreement supersedes all negotiations and previous agreements and understandings between the parties concerning such matters.
 4. This Agreement is personal to the Client. The Client may not assign or transfer this agreement or its rights hereunder without the prior written consent of the City. Unless and until such consent is given, the City reserves the right to pay all reimbursement amounts to the Client, and such payments will satisfy all obligations of the City hereunder.

J. Client understands and acknowledges that entering into this Agreement does not imply or provide any type of guarantee that the MSR, or any associated or consequent application and/or entitlement will be approved by the appropriate body (i.e. Planning Commission, City Council, City of Reedley staff, or any other outside agencies such as Fresno LAFCo, Fresno County Health Department, San Joaquin Valley Air Pollution Control District, Department of Alcoholic Beverage Control, etc.) with authority over all or portions of this or any associated project.


IN WITNESS WHEREOF, the parties hereunto have set their hands the _____ day of _____, 2018.

CITY OF REEDLEY, a municipal corporation

BY:


Nicole Zieba, City Manager

(Notary Acknowledgement to be Attached)


~~JIM ROBINSON~~

a sole party


BY:


Jim Robinson

(Notary Acknowledgement to be Attached)


ATTEST:

BY:


Sylvia Plata, City Clerk

APPROVED AS TO FORM:

BY:


Scott Cross, City Attorney

RECOMMENDED FOR APPROVAL BY:

BY:


Rob Terry, Community Development Director



Project No. 18151

May 3, 2018

City of Reedley
Attn: Rob Terry, MPA AICP
Community Development Director

Visalia Office
324 S. Santa Fe St. Suite A
Visalia, California 93292
P: (559) 802.3052
F: (559) 802.3215

Porterville Office
881 W. Morton Avenue, Suite D
Porterville, California 93257
P: (559) 781.0102
F: (559) 781.6840

RE: Proposal – To Assist the City of Reedley in the Preparation of the Current Municipal Services Review (MSR)

Dear Mr. Terry,

We are pleased to prepare the attached proposal for your consideration on the preparation of sections of the City of Reedley MSR.

Our proposal is attached below that outlines a thorough scope of work and estimated fee for the required services needed for this project. We understand that the City of Reedley Planning staff will be addressing Sections 1-6 & 7, 8, 17 and 4Creeks will assist on Sections 8-16, with sections 18-19 to be completed by LAFCO. We thank you for this opportunity to provide a proposal on this project and are looking forward to continuing a healthy relationship with the City of Reedley.

Again, we are excited to work with you on this project and look forward to hearing from you soon. After you have reviewed the enclosed documents, please let us know if you have any questions or comments. If acceptable, please provide contract documents for signature. Please advise the entity to which this contract should be addressed.

Sincerely,

Concurrence:

David Duda, AICP
Director of Planning

By: _____

Date: _____

encl: Attachment A – Scope of Work and Estimated Fees
Attachment B – 4Creeks, Inc. Fee Schedule

SCOPE OF WORK

Task Overview

CITY OF REEDLEY – MUNICIPAL SERVICES REVIEW (MSR)

Section 9: Fire Protection and Emergency Medical Services

4Creeks will provide the necessary research and City coordination to complete this section for Draft submittal.

- Conduct necessary research of fire protection and emergency medical services within the City and other jurisdictional assistance;
- Reach out to agencies for current and planned data for staffing, facilities control, and capacity;
- Review General Plan/Zoning policies to determine building designs to understand infrastructure needs and challenges that may occur;
- Collect necessary data on total call volumes, year calls, breakdown per category, etc.
- Address all other requirements with section of MSR;
- Correspondence and project discussions with client to provide execution of required section;

The above described Task services will be provided for a **time and materials cost of \$2,500 (not to exceed without approval)**. Any additional items requested not specifically mentioned above will be billed as "extra" on a Time and Materials basis. *This fee does not include any processing fees or items not specifically described above.*

Section 10: Parks and Recreation Services

4Creeks will provide the necessary research and City coordination to complete this section for Draft submittal.

- Conduct necessary research of all parks owned and operated by the City of Reedley. Utilize GIS to map and collect acreage for parks and recreation uses;
- Discuss with Parks and Recreation department regarding all recreation opportunities that are operating and potential future programs;
- Research and consult with Parks and Recreation staffing on facilities and capacity, staffing, and any current challenges;
- Address all other requirements with section of MSR;
- Correspondence and project discussions with client to provide execution of required section;

The above described Task services will be provided for a **time and materials cost of \$4,000 (not to exceed without approval)**. Any additional items requested not specifically mentioned above will be billed as "extra" on a Time and Materials basis. *This fee does not include any processing fees or items not specifically described above.*

Section 11: Law Enforcement Services

4Creeks will provide the necessary research and City coordination to complete this section for Draft submittal.

- Conduct necessary research of existing and planned law enforcement needs for the City;
- Discuss with Police Chief and staff regarding staffing, service demand, staffing, and any challenges currently;
- Research existing data for clearance rates and staffing ratios and provide details within MSR section;



Project No. 18151

- Provide awards and recognition of City Police Department to understand operations that are working well in City and to keep this recognition in the future;
- Address all other requirements with section of MSR;
- Correspondence and project discussions with client to provide execution of required section;

The above described Task services will be provided for a **time and materials cost of \$3,500 (not to exceed without approval)**. Any additional items requested not specifically mentioned above will be billed as "extra" on a Time and Materials basis. *This fee does not include any processing fees or items not specifically described above.*

Section 12: Solid Waste Services

4Creeks will provide the necessary research and City coordination to complete this section for Draft submittal.

- Conduct necessary research of existing solid waste collections services;
- Discuss with the solid waste Department/Public Works Division on all existing data for total tons of material received over the years and current services plan;
- Discuss and provide staffing, facilities, capacity, infrastructure needs, and service adequacy;
- Address all other requirements with section of MSR;
- Correspondence and project discussions with client to provide execution of required section;

The above described Task 1 services will be provided for a **time and materials cost of \$2,500 (not to exceed without approval)**. Any additional items requested not specifically mentioned above will be billed as "extra" on a Time and Materials basis. *This fee does not include any processing fees or items not specifically described above.*

Section 13: Street Maintenance Services (Does City use Consultant to manage PMS system??)

4Creeks will provide the necessary research and City coordination to complete this section for Draft submittal.

- Conduct necessary research of existing street maintenance services;
- Discuss with the Transportation/Public Works Division on all existing data (*Is there a pavement management system in place??*);
- Discuss and provide staffing, facilities, capacity, infrastructure needs, and service adequacy;
- Address all other requirements with section of MSR;
- Correspondence and project discussions with client to provide execution of required section;

The above described Task services will be provided for a **time and materials cost of \$2,500 (not to exceed without approval)**. Any additional items requested not specifically mentioned above will be billed as "extra" on a Time and Materials basis. *This fee does not include any processing fees or items not specifically described above.*

Section 14: Public Transportation Services

4Creeks will provide the necessary research and City coordination to complete this section for Draft submittal.

- Conduct necessary research of existing public transportation services;
- Discuss with the local public transportation groups/Public Works Division on all existing data, routes, schedules of public transportation within the City;
- Discuss and provide staffing, facilities, capacity, infrastructure needs, and service adequacy;
- Address all other requirements with section of MSR;
- Correspondence and project discussions with client to provide execution of required section;



Project No. 18151

The above described Task services will be provided for a **time and materials cost of \$1,500 (not to exceed without approval)**. Any additional items requested not specifically mentioned above will be billed as "extra" on a Time and Materials basis. *This fee does not include any processing fees or items not specifically described above.*

Section 15: Wastewater Services

4Creeks will provide the necessary research and City coordination to complete this section for Draft submittal.

- Conduct necessary research of existing waste water system and services;
- Discuss with the Public Works Division on all existing data;
- Discuss and provide staffing, facilities, capacity, infrastructure needs, and service adequacy;
- Address all other requirements with section of MSR;
- Correspondence and project discussions with client to provide execution of required section;

The above described Task services will be provided for a **time and materials cost of \$4,500 (not to exceed without approval)**. Any additional items requested not specifically mentioned above will be billed as "extra" on a Time and Materials basis. *This fee does not include any processing fees or items not specifically described above.*

Section 16: Water Services

4Creeks will provide the necessary research and City coordination to complete this section for Draft submittal.

- Conduct necessary research of existing water services;
- Discuss with the Public Works Division on all existing data needed to address the requirements within the MSR;
- Review and determine water supplies within the Urban Water Management Plan to handle existing and projected demand;
- Provide well treatment, capacity, locations, and needs within the City;
- SGMA – include discussion on San Joaquin Valley Basin and Reedley's location;
- Discuss and provide staffing, facilities, capacity, infrastructure needs, and service adequacy;
- Address all other requirements with section of MSR;
- Correspondence and project discussions with client to provide execution of required section;

The above described Task services will be provided for a **time and materials cost of \$4,500 (not to exceed without approval)**. Any additional items requested not specifically mentioned above will be billed as "extra" on a Time and Materials basis. *This fee does not include any processing fees or items not specifically described above.*

Section 18: Municipal Service Review Determinations and Recommendations

THIS SECTION TO BE COMPLETED BY LAFCO

Section 19: Sphere of Influence Determinations and Recommendations

THIS SECTION TO BE COMPLETED BY LAFCO

Recap:

Total Projects Cost: **\$25,500**

Timeline: **To begin immediately upon contract being signed. (estimated 90 days to complete draft submittal)**



Project No. 18151

We are excited to work with you on this project and look forward to completing by the schedule provided for each task. If you have any questions please let us know.



Project No. 18151

DRAFT Effective May 1, 2018

4Creeks, Inc. Fee Schedule – Professional

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Fee schedules for the various billing categories are:



Classification	Charges Per Hour	Classification	Charges Per Hour
Civil Engineering Services		Construction Inspection (Non-Prevailing Wage)	
Associate Engineer	\$100	Construction Inspector I *	\$100
Engineer I	\$110	Construction Inspector II *	\$110
Engineer II	\$120	Construction Inspector III *	\$120
Engineer III	\$130		
Engineer IV	\$140	Construction Management	
Engineer V	\$150	Construction Manager I	\$110
Principal Engineer	\$170	Construction Manager II	\$120
		Construction Manager III	\$130
		Construction Manager IV	\$140
Planning Services		Senior Construction Manager	\$150
Planner I	\$90		
Planner II	\$105	4Creeks Creative	
Planner III	\$120	Creative Technician I	\$70
Planner IV	\$140	Creative Technician II	\$80
Planner V	\$150	Creative Technician III	\$90
Planner VI	\$170	Programmer / Developer I	\$105
		Programmer / Developer II	\$115
Structural Engineering Services		Creative Director	\$115
Structural Engineer I	\$125	Director of Technology	\$115
Structural Engineer II	\$135		
Structural Engineer III	\$145	Support Staff	
		Project Technician I	\$55
GIS Services		Project Technician II	\$65
GIS Technician I	\$90	Project Technician III	\$75
GIS Technician II	\$100	Project Technician IV	\$85
		Project Technician V	\$95
Utility Design Services		Drafter I	\$70
Designer I	\$110	Drafter II	\$80
Designer II	\$130	Expert Witness	\$205
Designer III	\$155	Drone Pilot	\$155
Land Surveying Services		Executive Staff	
Assistant Surveyor	\$100	Executive I	\$120
Land Surveyor I	\$110	Executive II	\$130
Land Surveyor II	\$120	Executive III	\$140
Land Surveyor III	\$130		
Land Surveyor IV	\$140		
Land Surveyor V	\$150		
Principal Land Surveyor	\$170		
1-Man Survey Crew *	\$165		
2-Man Survey Crew - Construction Staking	\$115		
3-Man Survey Crew *	\$175		
2-Man Survey Crew - Construction Staking	\$185		

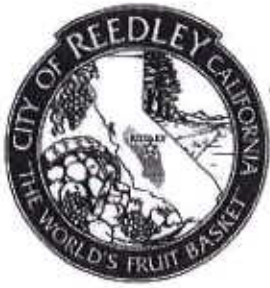
Direct Charges

All cost plus fifteen percent (15%):

- Transportation and per diem expenses (auto mileage @ current IRS rate, off-road charges \$50.00/day)
- Printing and reproduction: \$0.03 per b/w copy, \$0.12 per color copy, \$0.80 per sq. ft. large printing
- Equipment rentals, subcontractors, laboratory analyses
- Website Hosting Fees: \$15/mo. | \$150/annual

*Prevailing wage rates by separate schedule – Varies by County

Page 2



REEDLEY CITY COUNCIL


- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 5

DATE: October 23, 2018

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A PARTIAL REIMBURSEMENT AGREEMENT WITH SAN JOAQUIN VALLEY HOMES FOR CONSULTANT ASSISTANCE FOR TIMELY COMPLETION OF THE LAFCO MUNICIPAL SERVICE REVIEW (MSR) PROCESS

SUBMITTED: Rob Terry 
Community Development Director

APPROVED: Nicole R. Zieba
City Manager 

RECOMMENDATION

Approve and authorize the City Manager to sign a reimbursement agreement with San Joaquin Valley Homes (SJV Homes) to provide consultant assistance for timely completion of the Municipal Service Review (MSR) process required by LAFCo.

EXECUTIVE SUMMARY

As required by LAFCo, the City is currently going through the MSR process, in preparation for annexation activities. MSR preparation is traditionally led by Fresno LAFCo staff; funded by the local agency requesting the action, and is completed on a first-come first-served basis. When City staff approached LAFCo to begin the process, the agency was notified that LAFCo staff was currently working on MSR's with both the City of Fresno and the City of Clovis, and they anticipated that MSR activities for the City of Reedley would not be plausible until late 2019 or 2020. Due to this timeline, City staff approached LAFCo regarding conducting the MSR process in-house, to allow for process to begin before the estimated timeline given. To assist with timely completion of MSR preparation activities and in preparation for submittal of an annexation application with the City, SJV Homes entered into an agreement with 4Creeks Consulting to provide staff support to the City, requesting that the City consider reimbursing their agency upon successful completion of the MSR process with LAFCo.

BACKGROUND

The City of Reedley is preparing for annexation and sphere of influence amendment activities to accommodate development and growth. Such processes require the preparation of a Municipal Service Review (MSR), as required by the Cortese-Knox-Hertzberg Local

Government Reorganization Act; and overseen throughout Fresno County by the Fresno Local Agency Formation Commission (Fresno LAFCo). MSR preparation is traditionally led by Fresno LAFCo staff; funded by the local agency requesting the action, and is completed on a first-come first-served basis. When City staff approached LAFCo to begin the process, the agency was notified that LAFCo staff was currently working on MSR's with both the City of Fresno and the City of Clovis, and they anticipated that MSR activities for the City of Reedley would not be conducted until late 2019 or 2020. Due to this timeline, City staff approached LAFCo regarding conducting the MSR process in-house, to allow for process to begin before the estimated timeline given. LAFCo is supportive of local agency staff engaging in the MSR process, requiring that such efforts are actively coordinated with their agency. City staff has been actively engaged in the MSR since late 2017. Staff anticipates that a draft will be ready for submission to LAFCo by mid-November.

Overall, the MSR process is highly intense, and requires significant staff time and resources. To assist with timely completion of MSR preparation activities and in preparation for submittal of an annexation application with the City, SJV Homes entered into an agreement with 4Creeks Consulting to provide staff support to the City, requesting that the City consider reimbursing their agency upon successful completion of the MSR process with LAFCo. If approved, the City may reimburse SJV Homes without interest those amounts as set forth in paragraph A of the attached agreement, not to exceed \$12,750 (50% of the total contract amount). Reimbursement payments would be made only after project completion, and may consist of cash payment(s), fee reduction(s), or a combination of such activities.

FISCAL IMPACT

The City's portion of the services would not exceed \$12,750. SJV Homes has indicated that they wish to utilize the amount as a fee reduction at the appropriate time, associated with build-out activities for their future subdivision map submittal. As such, the fiscal impact would be seen as a fee reduction late in the 2018/19 fiscal year, or early in the 2019/20 fiscal year. Should the need arise to reimburse via cash payment, a budget amendment would be brought forth to the Council at that time, and would be applied to the LAFCo line item.

PRIOR COUNCIL ACTIONS

No prior actions have been taken by the City Council in regards to this matter.

ATTACHMENTS

1. MSR Partial Reimbursement Agreement

Motion: _____

Second: _____