

ITEM: APPROVE MASTER CONSULTING SERVICES AGREEMENT AND TASK ORDER NO. 1 WITH MUNICIPAL RESOURCE GROUP, LLC FOR PROFESSIONAL CONSULTING SERVICES RELATED TO GG 21-11, CREATION OF THE NEW LATHROP POLICE DEPARTMENT & TRANSITION PROJECT

RECOMMENDATION: Adopt Resolution Approving a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC to Begin the Creation and Transition of the New City of Lathrop Police Department

SUMMARY:

Municipal Resource Group, LLC (MRG), has assisted the City in various departments for specialty projects over the past several years. The specialized project assistance that MRG provides helps control staffing costs and increases productivity as we only use the services to augment our staff as needed. MRG has provided a high level of quality services for City projects such as, staff training, police services analysis, assistance with special tax audits, project management for Measure C, financial analysis for Well 21 and key operation/organization enhancements to the Human Resources Division.

The City of Lathrop has contracted police services with the San Joaquin County Sheriff's Office (SJCOS) since 1990. Most recently, Lathrop executed a five-year contract with the SJCOS on April 17, 2017, that expires on June 30, 2022. In recent years, the cost of the SJCOS police services has increased annually with the current year's budget rising to over \$ 9 million for 28 sworn officers. The cost increases are mainly due to the unusually high pension cost paid for each officer and the ever-increasing officer startup costs.

At the March 22, 2021, Special City Council Meeting, Council directed staff to create Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City.

Tonight, staff is requesting Council approval of a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC, to begin development of a service program and transition plan to provide law enforcement services to the City of Lathrop. MRG has submitted a proposal for Task Order No. 1 in the amount of \$49,850, to update initial data presented and prepare a detailed implementation plan. The proposal details are depicted on the following page.

PROPOSAL ACTIVITIES

Task Order No. 1—Update Initial Data and Prepare a Detailed Initial Implementation Plan

- I. Data Update / Resource Review
 - a. Review prior MRG law enforcement materials (budgets, plans, reports)
 - b. Reconfirm with recruitment firm—work scope, costs, availability
 - c. Contact other agencies regarding interest/capacity to provide dispatch services
 - i. Prepare initial feasibility and cost estimates for dispatch services
 - d. Contact State and Federal agencies regarding training facilities capacities, licensing and registration requirements for a new law enforcement agency
 - e. Determine potentially required service agreements with other law enforcement agencies for support activities including SWAT, evidence storage and retention, vehicle maintenance, etc.
 - f. Review with City staff the proposed staffing plan, staff assignments, and departmental organizational structure.
- II. Prepare detailed initial implementation plan and budget for law enforcement services (including City Council updates, target start date, community engagement)
- III. Communication
 - a. Prepare for and conduct regular updates and briefings with City staff.
 - b. Prepare for and participate in City Council law enforcement subcommittee meetings
 - c. Prepare for and participate in City Council meetings

BACKGROUND:

Since the City's incorporation, the SJCSO has provided comprehensive law enforcement services including traffic enforcement and crime prevention programs. Most recently, Lathrop executed a five-year contract with the SJCSO on April 17, 2017, that expires on June 30, 2022. For 31 years, the SJCSO has implemented a community-based policing model that has very successfully engaged the community and administered programs geared toward reducing crime while meeting the goals of City Council. The community is grateful to all the hardworking law enforcement men and women that have served Lathrop over the years making the community a safe place to live, work and raise their families.

In recent years, the cost of the SJCSO police services has increased annually with the current year's budget rising to over \$9M for 28 sworn officers. The cost increases are mainly due to the unusually high pension cost paid for each officer and the ever-increasing officer startup costs.

In the past, Council has directed police services reviews including possible modifications of the San Joaquin County's contract, contracting with other public agencies for law enforcement services, review of pending development impacts on current law enforcement activities and the feasibility of creating our own Department. Those studies have laid the groundwork from which we will launch the formation of a new City of Lathrop Police Department.

City Council and staff have been working diligently for the past decade or so on achieving financial stability. Since 2010, Council has made difficult fiscal decisions and held the line on staffing requests to set Lathrop up for the success it has reached today. Council has routinely set aside funds for unforeseeable events that prepared the City to effectively endure difficult conditions without affecting its structure and core services.

During the March 22, 2021, Special City Council Meeting, Council decided that now is the ideal time for Lathrop to transition to a city police department and directed staff to create Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City.

Tonight, staff is requesting Council approval of a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC, to begin develop a service program and transition plan to provide law enforcement services to the City of Lathrop.

REASON FOR RECOMMENDATION:

MRG is a full service consulting firm dedicated to assisting its public sector clients in attaining their policy, management and service delivery goals. MRG was founded by skilled and broadly experienced municipal professionals with hands-on experience working as municipal managers and consultants, providing essential services, insights and support to local governments and private sector clients. MRG has been providing services to the City of Lathrop since 2003 in a variety of specialty areas including: development finance and funding issues; specialty taxing and tax related elections assistance; construction project funding and financing; human resources training and processing; and law enforcement operations development. Their consultants have included professionals who have served in the public sector as City Managers, Police Chiefs, Human Resources Managers, and Finance Directors.

FISCAL IMPACT:

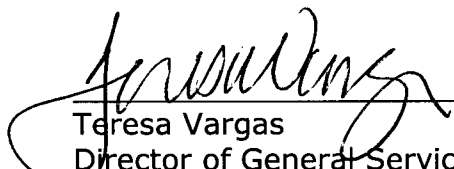
During the March 22, 2021 Special Meeting, the City Council approved the project budget for CIP GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City.

Tonight's requested approval authorizes the City Manager to execute a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC, to begin develop a service program and transition plan to provide law enforcement services to the City of Lathrop, in the amount of \$49,850.

ATTACHMENTS:

- A. Resolution Approving a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC to Begin the Creation and Transition of the New City of Lathrop Police Department
- B. Master Agreement and Task Order No. 1 Municipal Resource Group, LLC
- C. Municipal Resource Group, LLC Proposal

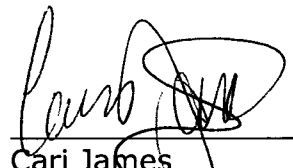
APPROVALS:



Teresa Vargas
Director of General Services &
City Clerk

4/6/21

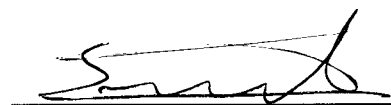
Date



Cari James
Director of Finance &
Administrative Services

4/6/2021

Date



Salvador Navarrete
City Attorney

4.6.2021

Date



Stephen J Salvatore
City Manager

4.6.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A MASTER CONSULTING AGREEMENT AND TASK ORDER NO. 1 WITH MUNICIPAL RESOURCE GROUP, LLC, TO BEGIN THE CREATION AND TRANSITION OF THE NEW CITY OF LATHROP POLICE DEPARTMENT

WHEREAS, Municipal Resource Group, LLC (MRG), has assisted the City in various departments for special projects over the past several years; and

WHEREAS, the specialized project assistance that MRG provides helps control staffing costs and increases productivity as we only use the services to augment our staff as needed. MRG has provided a high level of quality services for City projects such as, staff training, police services analysis, assistance with special tax audits, project management for Measure C, financial analysis for Well 21 and key operation/organization enhancements to the Human Resources Division; and

WHEREAS, the City of Lathrop has contracted police services with the San Joaquin County Sheriff's Office (SJCSO) since 1990; and

WHEREAS, most recently, Lathrop executed a five-year contract with the SJCSO on April 17, 2017, that expires on June 30, 2022; and

WHEREAS, in recent years, the cost of the SJCSO police services has increased annually with the current year's budget rising to over \$ 9 million for 28 sworn officers. The cost increases are mainly due to the unusually high pension cost paid for each officer and the ever-increasing officer startup costs; and

WHEREAS, during the March 22, 2021, Special City Council Meeting, Council directed staff to create Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City; and

WHEREAS, staff is requesting Council approval of a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC, to begin develop a service program and transition plan to provide law enforcement services to the City of Lathrop; and

WHEREAS, MRG has submitted a proposal for Task Order No. 1 in the amount of \$49,850, to update initial data presented and prepare a detailed implementation plan; and

WHEREAS, the City Council approved the project budget for CIP GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City during the March 22nd Special Meeting; and

WHEREAS, tonight's requested approval authorizes the City Manager to execute a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC, to begin develop a service program and transition plan to provide law enforcement services to the City of Lathrop, in the amount of \$49,850.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby approve a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC, to begin develop a service program and transition plan to provide law enforcement services to the City of Lathrop, and allocated \$49,850 from the project budget to Task Order No. 1.

The foregoing resolution was passed and adopted this 12th day of April 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ATTACHMENT B

CITY OF LATHROP MASTER CONSULTING AGREEMENT WITH MUNICIPAL RESOURCE GROUP, LLC, FOR PROFESSIONAL CONSULTING SERVICES TO ASSIST THE CITY IN DEVELOPING AND ESTABLISHING THEIR OWN LAW ENFORCEMENT DEPARTMENT

THIS AGREEMENT, dated for convenience this 12 day of April, 2021, is by and between Municipal Resource Group, LLC ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to provide professional consulting services to assist the City in developing and establishing their new law enforcement department, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such professional consulting services for various related specialized projects, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform services in conformance with an approved Scope of Work provided by CONSULTANT. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

(2) Compensation

CITY hereby agrees to pay CONSULTANT the amount indicated in each approved Task Order, for Professional Consulting Services related to various specialized projects in assisting the City in developing and establishing their own Law Enforcement Department. City agrees to pay CONSULTANT within thirty (30) days of receipt of billings containing all information required per Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete.

In no event shall CONSULTANT be entitled to compensation for work not included in the approved Task Order Scope of Work unless CITY's authorized representative executes a written change order or authorization describing the extra work and payment terms prior to the commencement of the work.

**CITY OF LATHROP – CONSULTING SERVICES MASTER AGREEMENT
MUNICIPAL RESOURCE GROUP, LLC**

(3) Effective Date and Term

The effective date of this Agreement is April 12, 2021, and it shall terminate no later than June 30, 2023 provided, that the City may renew this agreement under the same terms and conditions for additional twelve (12) month periods, commencing on July 1 of each year and terminating on June 30 of each subsequent year. Each such renewal shall be automatic unless CONSULTANT is given thirty (30) days' written notice of CITY's intention not to renew this agreement.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work describe in each approved Task Order to the City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

(7) Assignment of Personnel

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

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(8) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(9) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall

**CITY OF LATHROP – CONSULTING SERVICES MASTER AGREEMENT
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be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy

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aggregate covering the licensed professionals' errors and omissions, as follows:

- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
- (iii) The policy must contain a cross liability or severability of interest clause.
- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition

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approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

(10) Indemnification - CONSULTANT'S Responsibility

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to

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CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(11) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(12) Business Licenses

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(13) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the

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appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City	Copy To	To Consultant
City of Lathrop City Clerk 390 Towne Centre Lathrop, CA 95330 Main: (209) 941-7230 Fax: (209) 941-7229	City of Lathrop City Manager's Office 390 Towne Centre Lathrop, CA 95330 Main: (209) 941-7220 Fax: (209) 941-7229	Municipal Resource Group, LLC Michael Oliver, President 675 Hartz Avenue, Suite 300 Danville, CA 94526 Phone: (925) 242-4306

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of

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any part of this Agreement.

- (f) **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to

**CITY OF LATHROP – CONSULTING SERVICES MASTER AGREEMENT
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the following Business Day.

- (n) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) **Recovery of Costs.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.


(18) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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MUNICIPAL RESOURCE GROUP, LLC**

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete 4.6-2021
Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

Attest:

Teresa Vargas Date
City Clerk

CONSULTANT:

Municipal Resource Group, LLC
Michael Oliver, President
675 Hartz Ave., Suite 300, Danville, CA 94526
Fed ID # _____
Business License # _____

Signed Date

(Print Name and Title)

**CITY OF LATHROP
TASK ORDER NO 1 PURSUANT TO
MASTER AGREEMENT FOR CONSULTING SERVICES
DATED APRIL 12, 2021**

**MUNICIPAL RESOURCE GROUP, LLC – UPDATE INITIAL DATA AND
PREPARE DETAILED IMPLEMENTATION PLAN**

THIS TASK ORDER, dated for convenience this 12 day of April 2021, is by and made and entered into by and between Municipal Resource Group, LLC (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, on April 12, 2021, CONSULTANT entered into a Master Agreement (“AGREEMENT”) with the CITY, by which the CONSULTANT has agreed to provide Professional Consulting Services to Assist the City of Lathrop in Developing and Establishing their own Law Enforcement Department.

WHEREAS, at the request of CITY, CONSULTANT submitted the scope of work and fee estimate to perform specialized services related to updating initial data and preparing detailed implementation plan, and said fee estimate is attached hereto as Exhibit “A “ and incorporated herein by reference.

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform and develop specialized services related to updating initial data and preparing detailed implementation plan in accordance with the scope of work and fee proposal provided in Exhibit “A”. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY’S satisfaction.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
TASK ORDER NO. 1 - MUNICIPAL RESOURCE GROUP, LLC**

(3) **Time of Performance**

CONSULTANT shall commence performance and shall complete all required services by this Task Order, no later June 30, 2023.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT a sum not to exceed \$49,850 for time and material, to perform and develop specialized services related to updating initial data and preparing detailed implementation plan set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 of the Master Agreement. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

(5) **Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurance have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

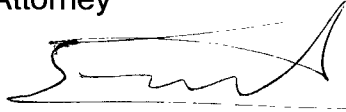
(6) **Signatures**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
TASK ORDER NO. 1 - MUNICIPAL RESOURCE GROUP, LLC**

Approved as to Form:

City of Lathrop
City Attorney



4-6-2021

Salvador Navarrete

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Attest:

Teresa Vargas
City Clerk

Date

CONSULTANT:

Municipal Resource Group, LLC
Michael Oliver, President
675 Hartz Ave., Suite 300, Danville, CA 94526
Fed ID # _____
Business License # _____

Signed

Date

(Print Name and Title)

ATTACHMENT C



City of Lathrop

*Proposal to Assist the City of Lathrop
Develop a City Law Enforcement Department*



March 26, 2021

Municipal Resource Group, LLC
P.O. Box 561
Wilton, CA 94526



PROPOSAL TO ASSIST THE CITY OF LATHROP DEVELOP A CITY LAW ENFORCEMENT DEPARTMENT

MUNICIPAL RESOURCE GROUP, LLC

INTRODUCTION

The City of Lathrop has been contracting with the San Joaquin Sheriff's Office for law enforcement services since the City's incorporation. Since 2010 the City has examined a number of options for law enforcement services including modifying the existing services agreement with the County and contracting with an adjacent City for law enforcement services. The recent evaluation of contracting with the City of Tracy for law enforcement services provided a thorough examination of those costs and revealed that a number of costs for in-house service are substantially lower when conducted by a City as compared to the current County costs. These include much lower retirement, post-retirement (OPEB) and overhead costs. These reduced costs will fund significant expansion of the sworn and non-sworn Police staff as well as the attendant positions required to support an in-house Department.

The City has requested MRG provide a proposal to assist it in proceeding to establish its own in-house Law Enforcement Department. Utilizing MRG developed data from earlier work preparing cost estimates, organizational structure, staffing requirements and facilities needs, MRG has the essential data to support moving forward to establish the in-house Law Enforcement Department.

This proposal is designed to provide the City with a definitive listing of actions, activities, programs and policies and procedures required to proceed with the transition of law enforcement activities to a City conducted basis. It will also provide the City with an identified source of vendors, contractors and consultants and their estimated cost to staff, to develop resources, facilities and agreements needed to establish a City Law Enforcement Agency. The work products described below are designed as the first phase of this project. Subsequent phases will support the City's creation of its own Law Enforcement Department through its establishment and initial operation.

PROPOSAL ACTIVITIES

Task 1—Update Initial Data and Prepare a Detailed Initial Implementation Plan

I. Data Update / Resource Review

- a. Review prior MRG law enforcement materials (budgets, plans, reports)
- b. Reconfirm with recruitment firm—work scope, costs, availability



- c. Contact other agencies regarding interest/capacity to provide dispatch services
 - 1. Prepare initial feasibility and cost estimates for dispatch services
 - d. Contact State and Federal agencies regarding training facilities capacities, licensing and registration requirements for a new law enforcement agency
 - e. Determine potentially required service agreements with other law enforcement agencies for support activities including SWAT, evidence storage and retention, vehicle maintenance, etc.
 - f. Review with City staff the proposed staffing plan, staff assignments, departmental organizational structure.
- II. Prepare detailed initial implementation plan and budget for law enforcement services (including City Council updates, target start date, community engagement)
- III. Communication
- a. Prepare for and conduct regular updates and briefings with City staff.
 - b. Prepare for and participate in City Council law enforcement subcommittee meetings
 - c. Prepare for and participate in City Council meetings

PROPOSED STAFFING FOR THIS PROJECT

1. Firm Capabilities, Project Team Qualifications and Summary of Experience

Municipal Resource Group (MRG) has assembled a qualified team specifically chosen for their experience and expertise in the areas of concern to the City of Lathrop including: law enforcement, human resources and organizational management. Our team includes MRG professionals: Mike Oliver, Dan Drummond, Craig Whittom, Marcie Scott, Kim Catacutan; Merle Switzer, Mike McDougall and Chris Thorsen. We may also include some specialty expertise as needed.

2. Project Staff Background

Mike Oliver - President, Municipal Resource Group

Mike Oliver has thirty years of public agency management and private sector experience. He has served as the City Manager of the Cities of Oakley, Citrus Heights and San Leandro, with over 20 years of public management experience. He was the first City Manager of Citrus Heights and Oakley and established their first Law Enforcement Services Departments through contracts with Sacramento and Contra Costa County. He also has extensive experience in City-County law enforcement consolidation studies, cost reduction and City-City police consolidations.

Dan Drummond—Consultant, Law Enforcement



Dan Drummond has over 30 years experience in law enforcement having served as police chief for two cities—Citrus Heights and West Sacramento and was with the Sacramento County Sheriff’s Department for over 27 years. Dan began his career with the Sacramento Sheriff’s Department and pioneered the Department’s contract for service program with the City of Citrus Heights. Dan was appointed their first chief for three years before he was promoted to the position of Chief Deputy for the entire Sheriff’s Department. In that role he was responsible for all law enforcement activities including negotiating contracts for service with Elk Grove and Rancho Cordova, patrol, investigations and the County jail. In his most recent municipal position, Dan has served as the Police Chief for the City of West Sacramento for over seven years.

Craig Whittom—Consultant, Finance, Budget Development and Organizational Management

Craig Whittom has over 25 years of public sector experience in a variety of management positions. He has four years MRG consulting experience supporting a variety of public agencies. He served as a Community Development Director, and Assistant City Manager for the City of Vallejo and Redevelopment Agency Director for the City of Fremont. Craig was the key negotiator for the City of Vallejo with the Police, Fire and Non-sworn units during the Vallejo bankruptcy. Craig participated in a previous law enforcement project for the City of Lathrop.

Merle Switzer—Consultant

Marcie Scott—Consultant

Mike McDougall—Consultant

Chris Thorsen—Consultant

Kim Catacutan—Consultant

HOURLY & MILEAGE REIMBURSEMENT RATES

Hourly Rates:

Merle Switzer	\$265.00/hour
Mike Oliver	\$250.00/ hour
Dan Drummond	\$200.00/hour
Craig Whittom	\$200.00/hour
Chris Thorsen	\$200.00/hour
Marcie Scott	\$200.00/hour
Kim Catacutan	\$200.00/hour
Mike McDougall	\$200.00/hour

Mileage Reimbursement: \$.56 per mile

Based on this Proposal and Workplan the proposed budget is \$49,850.00



CONCLUSION

Municipal Resource Group appreciates the opportunity to assist the City of Lathrop with this important Project and we look forward to the opportunity to discuss this Proposal with City staff.

Mike Oliver, President
Municipal Resource Group, LLC