

**CITY MANAGER'S REPORT
JUNE 11, 2018 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE TASK ORDER NO. 9 WITH 4LEAF, INC. FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTANT SERVICES**

RECOMMENDATION: **Adopt a Resolution Approving Task Order No. 9 to the Master Professional Consulting Services Agreement with 4Leaf, Inc. for Interim Chief Building Official Consultant Services**

SUMMARY:

On September 21, 2015, City Council approved a Master Agreement for professional services in the Building Division. On July 18, 2016, City Council approved the extension of the Master Agreement through June 30, 2019. A series of Task Orders have been approved to provide various Professional Building Services.

Due to the resignation of the Chief Building Official, on January 8, 2018 City Council approved Task Order No. 8 for Interim Chief Building Official Consultant Services for an amount not to exceed \$130,000. Task Order No. 8 expires on June 30, 2018.

Staff is requesting City Council approve Task Order No. 9 with 4Leaf, Inc. to provide consultant services while the City continues to recruit for a Chief Building Official. It is expected that this process could take up to 6 months. The City will utilize salary savings to fund this agreement.

BACKGROUND:

The Chief Building Official position oversees the day-to-day functions of the Building Department. Considering the current residential, commercial and Industrial development projects taking place within the City, it is necessary to hire a consultant for this position on an interim basis while recruiting. The external recruiting environment for this position is very competitive and staff estimates it may take up to 6 months to recruit for this position.

REASON FOR RECOMMENDATION:

The City requires contracting professional personnel services in the Building Department in order to keep pace with ongoing development.

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FISCAL IMPACT:

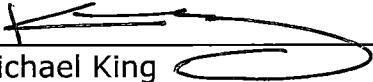
The cost of the agreement is not to exceed \$130,000 and will be paid for using salary savings within the approved Fiscal Year 2018/19 budget.

ATTACHMENTS:

- A. Resolution Approving Task Order No. 9 with 4Leaf, Inc. to Provide Chief Building Official Consultant Services
- B. Task Order No. 9


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APPROVALS:



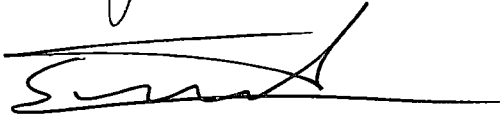
Michael King
Senior Civil Engineer

6-6-18
Date



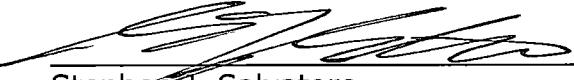
Cari James
Director of Finance

6/6/18
Date



Salvador Navarrete
City Attorney

6.7.18
Date



Stephen J. Salvatore
City Manager

6.6.18
Date

RESOLUTION NO. 18-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING TASK ORDER NO. 9 TO THE MASTER PROFESSIONAL
CONSULTING SERVICES AGREEMENT WITH 4LEAF, INC.
FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTANT SERVICES**

WHEREAS, the City requires contract professional services to augment the Building Department staff to keep pace with ongoing development; and

WHEREAS, City Council approved a Master Agreement with 4Leaf, Inc. for professional services in September 2015; and

WHEREAS, City Council approved an extension of the Master Agreement through June 30, 2019; and

WHEREAS, 4Leaf, Inc. has the qualifications necessary to provide Building Department services; and

WHEREAS, the cost of the agreement is not to exceed \$130,000 and will be paid for using salary savings within the approved Fiscal Year 2018/19 budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 9 for Interim Chief Building Official Consultant Services with 4Leaf, Inc.; and

The foregoing resolution was passed and adopted this 11th day of June 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

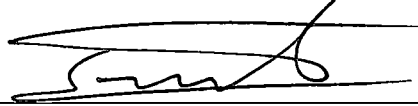
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY OF LATHROP
TASK ORDER NO. 9
PURSUANT TO MASTER CONSULTING AGREEMENT DATED
SEPTEMBER 21, 2015 WITH 4LEAF, INC. TO PROVIDE**

INTERIM CHIEF BUILDING OFFICIAL CONSULTANT SERVICES

THIS TASK ORDER NO. 9 dated for convenience this ___ day of June 2018 is by and made and entered into by and between **4LEAF, Inc.** (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, on September 21, 2015, CONSULTANT entered into a Master Agreement with the CITY, and parties approved an extension of the term to June 30, 2019 pursuant to an amendment dated July 18, 2016 (“AGREEMENT”) by which the CONSULTANT has agreed to provide Interim Chief Building Official Consultant Services; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Interim Chief Building Official Consultant Services, which are required by this agreement; and

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

WHEREAS, CONSULTANT is willing to render such Interim Chief Building Official Consultant Services, as hereinafter defined, on the following terms and conditions;

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 Interim Chief Building Official Consultant Services in accordance with the scope of work and fee proposal provided in **Exhibit “A”** to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY’S satisfaction.

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Official Consultant Services

(3) **Effective Date and Term**

The effective date of this Task Order No. 9 is _____, and it shall terminate no later than June 30, 2019.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in **Exhibit "A"** up to a total sum not to exceed **\$130,000** for the Interim Chief Building Official Consultant Services. 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 in the Master Consulting Agreement Dated September 21, 2015.

(5) **Maximum Hours**

The maximum number of hours by any single 4Leaf employee pursuant to this agreement shall not exceed 960 hours during the fiscal year. All hours worked will be reported to CalPERS as required. CONSULTANT will provide required reporting information.

(6) **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 rendered prior to issuance of the Notice to Proceed.

(7) **Independent Contractor Status**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any 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 described in this **Task Order No. 9** 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. Contractor hereby incorporates **Exhibit "B"** hereto as though fully set forth herein and shall be signed by assigned personnel.

(8) **Consultant to Advise City of Any Potential Conflict of Interest**

CONSULTANT agrees not to assign personnel to work in direct conflict with the work performed to CITY and advise CITY of any potential conflict immediately upon discovery of such potential or actual conflict of interest.

(9) **Consultant to Provide Personnel with the Tools for Providing Services Rendered Pursuant to This Agreement**

Parties agree that CONSULTANT shall supply tools to personnel for providing the services rendered pursuant to this Agreement. For example, CONSULTANT shall maintain an office for assigned personnel outside of City Hall.

Provided, however, since CITY has several empty offices and cubicle spaces, excess cell phones, excess computers, and excess tablets, CONSULTANT personnel may be allowed by CITY to temporarily use some of CITY office resources. CONSULTANT expressly agrees that CONSULTANT personnel's use of any such City resources shall not exonerate Consultant from purchasing and paying for any tools necessary for Consultant to provide services to CITY under this Agreement. CONSULTANT further agrees that CONSULTANT shall not claim that any use by CONSULTANT's personnel of CITY resources should be considered evidence that CONSULTANT's personnel is an employee during the term of this Agreement instead of an employee of CONSULTANT.

(10) **Staff Direction**

CONSULTANT will not supervise CITY staff but will provide professional direction in their daily responsibilities based on building code standards.

(11) **Training**

CONSULTANT shall be trained on any specialty area they are providing professional consulting services to the City. CITY will not provide or pay for CONSULTANT training.

(12) **Signatures**

The individuals executing this Agreement represent and warrant that they

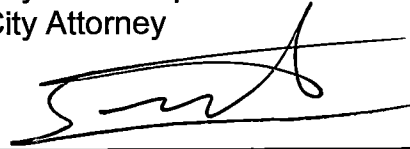
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Official Consultant Services

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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Official Consultant Services

Approved as to Form:

City of Lathrop
City Attorney



6.7-18

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Senior Civil Engineer

Michael King

Date

Accepted By:

Reso No. _____

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Craig Tole, Director
4 Leaf Inc.
2110 Rheem Drive, Suite A
Pleasanton, CA 94588
Fed ID # 94-3393574
Bus License # 20088

Signature

Date

(Print Name and title)

**SCOPE OF WORK
Building Division Professional Services
Interim Chief Building Official**

CONSULTANT agrees to provide qualified personnel that will provide CITY management and staff with professional direction in the course of daily activities and special needs. The following Scope of Work describes the work that will be completed to ensure that the Lathrop Municipal Code (LMC) and industry Building Codes are properly enforced with uniformity, equity and safety:

- Provides interpretation and decisions on applicable codes, rules, regulations and technical problems of enforcement;
- Provides professional direction to assist City staff in developing and implementing programs and procedures within the scope of the Building Division responsibilities;
- Provides technical and professional advice to staff in the course of their daily activities;
- Recommends, drafts, prepares and coordinates reports and presentations on current building issues for the City Manager to present to the City Council, community groups and regulatory agencies which are based on professional opinion and legal compliance;
- Makes recommendations to the City Manager on adopting new ordinances and processes for Building and Code Enforcement;
- Reviews and approves building plans and permits to ensure compliance with LMC and building codes;
- Prepares and maintains statistics and reports on construction activity for reporting to the City Manager;
- Monitors and keeps staff informed of current trends in the field of building inspection and code enforcement, including legislation, court rulings and professional practices and techniques; evaluates their impact and recommends policy and procedural modifications accordingly;
- Accompanies staff when conducting field inspections of complex building construction, plumbing and electrical installations to provide professional interpretation and ensure enforcement of LMC and building codes;
- Provides professional oversight with programs related to structural abatement, nuisance abatement, and abandoned vehicles;
- Responds to the most complex and difficult inquiries and requests for information;
- Provides staff professional direction in resolving service issues and complaints, or ay intervene on behalf of the City.

Exhibit "B"

Declaration of Independent Consultant

I _____, declare as follows:

- 1. I am not an employee of the City of Lathrop and I will not become an employee of the City of Lathrop through Task Order No. 9 with 4 Leaf, Inc. to provide Interim Chief Building Official Consultant Services to the City of Lathrop or any Amendment or Extension thereto (Agreement).
- 2. I shall not claim to be a City employee while providing services or as a result of providing the services required of the Agreement. I agree that while engaged in carrying out and complying with any of the terms and conditions of the Agreement, Consultant is an independent contractor and not a employee of the City of Lathrop.
- 3. As an independent contractor, I acknowledge that I am responsible for controlling the means and methods to complete the scope of work described in each approved scope of work and Agreement to the City's satisfaction.
- 4. I am a current CalPERS retired annuitant and acknowledge I am working as an independent contractor, not as a City of Lathrop Employee. I indemnify and hold the City of Lathrop, its officers, employees, agents and volunteers harmless from and against any and all liability, claims, demands for payment, actions and damages if it is determined by CalPERS that I have violated the terms of the retiree status.

I declare under penalty of perjury that the foregoing is true and correct. Executed this _____ day of _____, 20____.

Signature

Date