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## **Staff Report**

**Date:** December 13, 2016

**To:** City Council

**From:** Valerie J. Barone, City Manager

**Prepared by:** Karan Reid, Director of Finance  
[Karan.Reid@cityofconcord.org](mailto:Karan.Reid@cityofconcord.org)  
(925) 671-3192

**Subject:** **Considering approval of an Agreement for Professional Services with Municipal Resource Group, LLC in an amount not to exceed \$133,500 to provide financial consulting services in connection with the development of the Fiscal Years 2017-18 and 2018-19 Municipal Budget. (General Fund)**

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### **Report in Brief**

Staff is recommending that the City Council approve an Agreement for Professional Services with Municipal Resource Group, LLC (MRG) and to authorize the expenditure of up to \$133,500. MRG will perform financial consulting services related to the development of the City's Fiscal Years 2017-18 and 2018-19 Municipal Budget.

Outside professional support is necessary because the key Budget Officer position is currently vacant and will not be filled quickly enough to support the City's bi-annual budget preparation process. Funding is available within the Finance Department's budget as a result of savings related to vacant positions.

### **Recommended Action**

Staff recommends the City Council approve an Agreement for Professional Services with Municipal Resource Group, LLC in an amount not to exceed \$133,500 to provide financial consulting services in connection with the development of the Fiscal Years 2017-18 and 2018-19 budget.

### **Background**

The Finance Department will lead the effort to develop the City's second biennial budget during January to June 2017. As the key staff position responsible for budget development and update of the City's 10 Year forecast, Budget Officer, is currently

vacant, the department requests authorization to engage in a contract for professional financial consulting services to support the budget development process.

**Analysis**

Municipal Resource Group, LLC is a firm of skilled and broadly experienced municipal professionals and specializes in assisting public sector clients. Jack Dilles will be the principal consultant assigned for this project. Mr. Dilles has years of financial management and budget preparation experience and is well suited for this assignment.

The personnel provided to the City under the proposed agreement will bill only for actual hours worked. The City is under no obligation or commitment to expend any funds beyond actual hours authorized by the City's management staff.

**Financial Impact**

Funds have been identified in the FY 2016-17 Finance Department budget to cover the costs of the contract, not to exceed \$133,500. This funding is available within the Finance Department's budget as a result of savings related to vacant positions. The contract is a fee for service agreement and the City will only pay for actual hours worked and authorized expenses.

**Public Contact**

The City Council Agenda was posted.

**Attachments**

1. Professional Services Agreement for Municipal Resource Group, LLC

**AGREEMENT FOR PROFESSIONAL SERVICES**

1           THIS AGREEMENT ("Agreement") is entered into on           between the City of Concord  
2 ("CITY") and Municipal Resource Group LLC, Post Office Box 4882, Auburn, California 95604  
3 ("CONSULTANT").

4           THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings  
5 and intentions:

6           The CITY desires to contract with CONSULTANT to provide the professional services  
7 described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

8           NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the  
9 parties herein contained, the parties hereto agree as follows:

10           1.     **TERM.** This Agreement shall commence on December 14, 2016 and expire on June  
11 30, 2017.

12           2.     **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by  
13 the CITY's Authorized Representative, CONSULTANT shall perform the services described in detail  
14 in Exhibit A, Scope of Services. CITY retains all rights of approval and discretion with respect to the  
15 projects and undertakings contemplated by this Agreement.

16           3.     **PAYMENT.** The compensation to be paid to CONSULTANT including payment for  
17 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit  
18 A. However, shall in no event shall the amount CITY pays CONSULTANT exceed One Hundred  
19 Thirty Three Thousand Five Hundred dollars (\$133,500) for the term of this Agreement. Any  
20 Amendment to this Agreement that includes an increase to this compensation amount shall be made in  
21 accordance with Section 5 below.

22           CONSULTANT may submit monthly statements for services rendered; all statements shall  
23 include adequate documentation demonstrating work performed during the billing period. It is  
24 intended that CITY review such statement and pay CONSULTANT for services rendered within 30  
25 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall  
26 not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the  
27 time of payment.

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1           **4.     AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent  
2 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered  
3 by CONSULTANT under this Agreement except where approval for the CITY is specifically required  
4 by the City Council. The CITY's authorized representative is Karan Reid, Director of Finance of the  
5 Finance Department. The CONSULTANT's authorized representative is Tom Sinclair, Partner.

6           **5.     AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,  
7 subject to approval by both parties. If additional services are requested by CITY other than as  
8 described in the above Scope of Services, this Agreement may be amended, modified, or changed by  
9 the parties subject to mutual consent and in accordance with the CITY's Municipal Code by execution  
10 of an Amendment by authorized representatives of both parties setting forth the additional scope of  
11 services to be performed, the performance time schedule, and the compensation for such services.

12           **A.     Amendment for Additional Compensation.** CITY's Authorized  
13 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including  
14 amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during  
15 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any  
16 additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the  
17 base contract amount, must be approved by City Council.

18           Consultant's failure to secure CITY's written authorization for additional compensation or  
19 changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price  
20 or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

21           **6.     INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that  
22 CONSULTANT, its agents, employers and subcontractors are and shall at all times remain as to the  
23 CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall  
24 have any control over the manner by which the CONSULTANT performs this Agreement and shall  
25 only dictate the results of the performance. CONSULTANT shall not represent that CONSULTANT  
26 or its agents, employees or subcontractors are agents or employees of the CITY, and CONSULTANT  
27 shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as  
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1 an agent, and shall have no authority, express or implied, to bind the CITY to any obligation  
2 whatsoever, unless otherwise provided in this Agreement.

3 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the  
4 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be  
5 employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of  
6 the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work  
7 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work  
8 performed during non-standard business hours, such as in the evenings or on weekends.  
9 CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized  
10 holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the  
11 form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay  
12 all taxes, assessments and premiums under the federal Social Security Act, any applicable  
13 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use  
14 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by  
15 reason of or in connection with the services to be performed by CONSULTANT.

16 7. **STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to  
17 CITY that CONSULTANT is skilled and able to provide such services described in the Scope of  
18 Work and that such services shall be performed in an expeditious manner, and with the degree of skill  
19 and care that is required by current, good, and sound procedures and practices. CONSULTANT  
20 further agrees that the services shall be in conformance with generally accepted professional standards  
21 prevailing at the time work is performed.

22 8. **PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other  
23 consultants, subconsultants, experts, or contractors without the prior written approval of the CITY.  
24 Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any  
25 party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S  
26 representative as the person primarily responsible for the day-to-day performance of  
27 CONSULTANT'S work under this Agreement. CONSULTANT shall not change the  
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1 CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise  
2 expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the  
3 quality and timeliness of performance of the services, notwithstanding any permitted or approved  
4 delegation hereunder.

5 **9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** All documents  
6 furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT'S  
7 services in respect to this project. They are not intended nor are represented to be suitable for reuse by  
8 others except CITY on extensions of this project or on any other project. Any reuse without specific  
9 written verification and adoption by CONSULTANT for the specific purposes intended will be at  
10 user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including  
11 attorney's fees arising out of such unauthorized reuse.

12 CONSULTANT's records, documents, calculations, and all other instruments of service  
13 pertaining to actual project shall be given to CITY at the completion of the project. The CITY  
14 reserves the right to specify the file format that electronic document deliverables are presented to the  
15 CITY.

16 **10. INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify and hold  
17 harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and  
18 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and  
19 other litigation expenses) arising out of the CONSULTANT'S performance under the terms of this  
20 Agreement. This indemnification obligation on CONSULTANT'S part shall not apply to demands,  
21 actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on  
22 the part of CITY.

23 **11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in  
24 full force at all times during the term of this Agreement the following insurance:

25 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain  
26 commercial general liability insurance with limits of no less than one million dollars (\$1,000,000)  
27 combined single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily  
28

1 injury, personal injury, and property damage.

2 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile  
3 liability insurance covering all vehicles used in the performance of this Agreement providing a one  
4 million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury,  
5 and property damage.

6 **C. Professional Liability Coverage (Errors and Omissions).** CONSULTANT  
7 shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions  
8 committed by CONSULTANT, its agents and employees in the performance of this Agreement. The  
9 amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made  
10 annual aggregate basis or a combined single limit per occurrence basis.

11 **D. Compliance with State Workers' Compensation Requirements.**  
12 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation  
13 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all  
14 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being  
15 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall  
16 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and  
17 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision  
18 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

19 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to  
20 contain the following provisions:

21 **(1) Additional Insured.** CITY, its officers, agents, employees, and  
22 volunteers are to be covered as an additional insured as respects: Liability arising out of activities  
23 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,  
24 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope  
25 or protection afforded to CITY, its officers, officials, employees, or volunteers.

26 Except for worker's compensation and professional liability insurance, the policies mentioned  
27 in this subsection shall name CITY as an additional insured and provide for notice of cancellation to  
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1 CITY. CONSULTANT shall also provide timely and prompt notice to CITY if CONSULTANT  
2 receives any notice of cancellation or nonrenewal from its insurer.

3 (2) **Primary Coverage.** CONSULTANT'S insurance coverage shall be  
4 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any  
5 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,  
6 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute  
7 with it.

8 (3) **Reporting Provisions.** Any failure to comply with the reporting  
9 provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials,  
10 employees, or volunteers.

11 (4) **Verification of Coverage.** CONSULTANT shall furnish CITY with  
12 certificates of insurance and the original endorsements effecting coverage required by this Agreement.  
13 The certificates and endorsements for each insurance policy are to be signed by a person authorized by  
14 that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an  
15 insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and  
16 shall be delivered to CITY at the time of the execution of this Agreement or before work commences.  
17 Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the  
18 right to require complete certified copies of all required insurance policies at any time.

19 12. **TIME OF PERFORMANCE.** The time of performance of the services under this  
20 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services  
21 shall be strictly construed.

22 13. **SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,  
23 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for  
24 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services  
25 performed and reimbursable expenses incurred prior to the suspension date. During the period of  
26 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for  
27 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

1           **14.    TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)  
2 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written  
3 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT  
4 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,  
5 recorded, photographic, or visual materials, documents, data, and other deliverables (“Work  
6 Materials”) prepared for the CITY prior to the effective date of such termination, all of which shall  
7 become CITY’s sole property. After receipt of the Work Materials, CITY will pay CONSULTANT  
8 for the services performed as of the effective date of the termination.

9           **15.    COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,  
10 CONSULTANT agrees as follows:

11           **A.    Equal Employment Opportunity.** In connection with the execution of this  
12 Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment  
13 because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited  
14 to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or  
15 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and  
16 selection for training including apprenticeship.

17           **B.    Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply  
18 with all federal regulations relative to nondiscrimination in federally assisted programs.

19           **C.    Solicitations for Subcontractors including Procurement of Materials and**  
20 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by  
21 CONSULTANT for work to be performed under a subcontract including procurement of materials or  
22 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by  
23 CONSULTANT of CONSULTANT’S obligation under this Agreement and the regulations relative to  
24 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

25           **16.    CONFLICT OF INTEREST.**

26           **A.** CONSULTANT covenants and represents that neither it, nor any officer or  
27 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in  
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1 any manner with the interests of CITY or which would in any way hinder CONSULTANT's  
2 performance of services under this Agreement. CONSULTANT further covenants that in the  
3 performance of the Agreement, no person having any such interest shall be employed by it as an  
4 officer, employee, agent or subcontractor without the express written consent of the CITY.  
5 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of  
6 interest, with the interests of the CITY in the performance of this Agreement.

7 B. CONSULTANT is not a designated employee within the meaning of the  
8 Political Reform Act because CONSULTANT:

9 (1) Will conduct research and arrive at conclusions with respect to its rendition  
10 of information, advice, recommendation or counsel independent of the control and direction of the  
11 CITY or of any CITY official, other than normal contract monitoring; and

12 (2) Possesses no authority with respect to any CITY decision beyond the  
13 rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

14 17. **COMPLIANCE WITH LAWS.** CONSULTANT shall comply with all applicable  
15 Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable  
16 licenses, including a business license with the City of Concord, and permits for the conduct of its  
17 business and the performance of the services.

18 18. **CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance  
19 with the laws of the State of California, excluding any choice of law rules which may direct the  
20 application of the laws of another jurisdiction. In the event that suit shall be brought by either party  
21 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the  
22 County of Contra Costa, California.

23 19. **NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or  
24 condition contained in the Agreement, or any default in their performance of any obligations under the  
25 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other  
26 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default  
27 constitute a continuing waiver of same.

1           **20.    ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions  
2 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by  
3 a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment  
4 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The  
5 illegality or invalidity of any of the provisions or portions of application of any of the provisions of  
6 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of  
7 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though  
8 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the  
9 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

10           **21.    INTEGRATION.** All exhibits identified in this Agreement are attached hereto and  
11 incorporated herein by reference. The Agreement contains the entire agreement and understanding  
12 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or  
13 contemporaneous agreements, commitments, representation, writings, and discussions between  
14 CONSULTANT and CITY, whether oral or written.

15           **22.    SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES; NO**  
16 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,  
17 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT  
18 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,  
19 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach  
20 of this provision shall be void. This Agreement is not intended and shall not be construed to create  
21 any third party benefit. This Agreement is not intended and shall not be construed to create a joint  
22 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall  
23 not have any power to bind or commit the CITY to any decision.

24           **23.    FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll  
25 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on  
26 a generally recognized accounting basis and made available to CITY if and when required.

27           **24.    NOTICES.** All notices required hereunder shall be in writing and mailed postage  
28

1 prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's  
2 address as shown below, or such other places as CITY or CONSULTANT may, from time to time,  
3 respectively, designate in a written notice given to the other. Notice shall be deemed received three  
4 (3) days after the date of the mailing thereof or upon personal delivery.

5  
6 To CITY: **Karan Reid, Director of Finance**  
**Finance Department**  
7 **City of Concord**  
**1950 Parkside Drive**  
8 **Concord, CA 94519-2578**  
**Phone: (925) 671-3192**  
9 **Fax: (925) 671-3353**

10 To CONSULTANT: **Tom Sinclair, Partner**  
11 **Municipal Resource Group LLC**  
12 **P.O. Box 4882**  
**Auburn, CA 95604**  
13 **Phone: (530) 878-9100**

14 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent  
15 of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or  
16 breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in  
17 interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

18 **26. EXECUTION.** Each individual or entity executing this Agreement on behalf of  
19 Applicant represents and warrants that he or she or it is duly authorized to execute and deliver this  
20 Agreement on behalf of Applicant and that such execution is binding upon Applicant.

21 This Agreement may be executed in several counterparts, each of which shall constitute one  
22 and the same instrument and shall become binding upon the parties when at least one copy hereof  
23 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary  
24 to produce or account for more than one such counterpart.

1           **IN WITNESS WHEREOF**, the parties have executed this Agreement in one (1) or more  
2 copies as of the date and year first written above.

3                   **CONSULTANT**

4                   **CITY OF CONCORD, a Municipal**  
5                   **Corporation**

6 By: Tom Sinclair  
7 Name: Tom Sinclair  
8 Title: Partner  
9 Address: 675 Hartz Avenue, Suite 300  
10 Danville, CA 94526  
11 Telephone: (925) 395-2828

6 By: \_\_\_\_\_  
7 Name: Valerie J. Barone  
8 Title: City Manager  
9 Address: 1950 Parkside Drive  
10 Concord, CA 94519  
11 Telephone: (925) 671-3150

12 APPROVED AS TO FORM:

12 ATTEST:

13 \_\_\_\_\_  
14 City Attorney

13 \_\_\_\_\_  
14 City Clerk

15 **FINANCE DIRECTOR'S CERTIFICATION:**

16 Concord, California

17 Date: \_\_\_\_\_, 2016

18  
19 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED  
20 DURING THE CURRENT FISCAL YEAR 2016-17 TO PAY THE ANTICIPATED  
21 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.  
22 THE SUM OF \$133,500. Account Code \_\_\_\_\_.

22 \_\_\_\_\_  
23 Finance Director's Signature



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October 29, 2016

Ms. Karan Reid, Director of Finance  
City of Concord  
1950 Parkside Drive  
Concord, CA 94519

Dear Ms. Reid,

We are pleased to submit our proposal to provide project services to the City of Concord.

The overall goal is to assist the City in the preparation of the next Biennial Budget and ten year financial plan.

Municipal Resource Group LLC (MRG) was founded by broadly experienced municipal professionals. Our principal consultants have years of experience working as municipal managers and consultants, providing essential services and support to local governments. MRG prides itself in providing consulting services based on our hands-on experience in managing local governments, as well as our experience in delivering products that meet and exceed our clients' expectations. A listing of our full services can be found on our website at [www.municipalresourcegroup.com](http://www.municipalresourcegroup.com).

Jack Dilles will be assigned as the principal consultant on this project. Jack is a seasoned professional with years of financial management and consulting experience. Other MRG consultants are available to assist on an as needed basis.

Thank you for the invitation to submit a proposal to the City of Concord. We look forward to the opportunity to work with the City on this project.

Sincerely,



Tom Sinclair  
Partner, Municipal Resource Group LLC



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**CITY OF CONCORD  
PROPOSAL TO PROVIDE CONSULTING SERVICES  
BIENNIAL BUDGET AND TEN YEAR FINANCIAL PLAN**

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## I. PROJECT SCOPE OF WORK

Municipal Resource Group LLC (MRG) proposes to enter into a Professional Services Agreement with the City of Concord (City) to perform a variety of projects, including:

1. Prepare Draft and Preliminary Final Budget Documents for the City of Concord for the period July 1, 2017, through June 30, 2019.
2. Follow and implement the process and timetable outlined in the City's budget calendar.
3. Using information obtained from City staff, including salary and benefit projections, and information obtained from the City's budget and financial systems, prepare the following schedules and narratives:
  - Introduction
  - City and Organization and Programs
  - General Fund Ten Year (using assumptions provided by the City)
  - Summary by Fund and Department
  - Budget Summaries by Department
  - Special Revenue Funds
  - Debt Service Funds
  - Capital Projects
  - Enterprise Funds
  - Internal Service Funds
  - Fiduciary Fund
  - Authorized Positions by Department and Classification
  - Glossary of Terms
4. Assist City staff, as needed, in preparing City Manager's Budget Message, as well as budget charts and graphs.
5. Meet with City departments, as needed, to understand information presented and to ensure accuracy, completeness, reasonableness and consistency throughout the entire budget document.
6. Attend the budget workshop and additional budget hearings, as needed, to respond to questions about the budget document.
7. Identify and recommend improvements to the existing budget document. Such improvements may be incorporated in the new budget document, if approved and feasible, or may be considered by the City for inclusion in future budget documents.

MRG will assist the City in administering these projects. To the extent that the City identifies additional projects during the term of this Professional Services Agreement, MRG will provide additional assistance to the City.



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## **II. PROJECT SCHEDULE**

The assigned MRG consultant is available to begin work on projects upon City and MRG execution of a Professional Services Agreement. We understand that services may begin in January 2017 and we anticipate completion of the project by June 30, 2017.



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### **III. PROJECT BUDGET**

MRG estimates the tasks included in the scope of work will require approximately nine hundred hours. Consultant fees are invoiced at \$135 per hour. Consultant fees are estimated at \$121,500. Reimbursable expenses, including lodging and mileage at IRS rates are estimated at \$12,000. A total budget of \$133,500 is proposed.

If by mutual consent of the City and MRG, the City requires more hours or consultant time, additional hours and a revised budget can be provided. In the event the tasks do not require nine hundred hours to accomplish, MRG will only invoice for the actual time expended on those tasks.



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#### **IV. SUMMARY**

This proposal represents our understanding of the goals of the City of Concord for the preparation of the Biennial Budget and ten year financial plan. To the extent that additional or different goals may exist, the proposed Scope of Work and Project Budget can be amended to reflect the City's specific project goals.

We look forward to an opportunity to discuss this proposal with you, and to the possibility of providing services to the City of Concord.



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## V. MUNICIPAL RESOURCE GROUP LLC

**Municipal Resource Group** is a full-service consulting firm dedicated to assisting its public sector clients in attaining their policy, management and service delivery goals.

**Municipal Resource Group** was founded by skilled and broadly experienced municipal professionals. Our principal consultants have over three-hundred years of combined hands-on experience working as municipal managers and consultants, providing essential services, insights and support to local governments and private sector clients. Our consultants' experience includes management positions serving as City Manager, County Executive Officer, Finance Director, Fire Chief, Police Chief, Human Resource Director, Parks and Recreation Director, Community Development Director, Economic Development Director, Library Director and Public Works Director.

**Municipal Resource Group** develops and implements creative and time-tested solutions to a full-range of local government operations and services. We seek to achieve quick and cost-effective results, with the client's long-term interest as the primary focus of the engagement.

### OUR COMMITMENT TO CLIENTS

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**Results**

**Quality**

**Integrity**

**Independence**

**Perseverance**

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## CLIENT SERVICES

**Municipal Resource Group LLC** provides a broad array of services, which are always tailored to clients' specific needs and requirements.

### **Community Development, Planning and Economic Development**

Economic Development Strategies; Business Recruitment and Retention; Planning Project Processing; Community Development Department Assessments.

### **Resource Development & Utilization**

Public Agency Organization Studies; New Cities Establishment; Facilities Development; Public-Private Partnerships.

### **Financial Analysis and Management Services**

Financial Planning and Practices; Fiscal Impact Reviews; Fee Studies; Development Project Feasibility; Development Project Negotiations; Financial Analysis;

### **Leadership and Organizational Effectiveness**

Management and Organizational Evaluations and Assessments; Council and Board/ Manager Relations; Strategic Policy Development; Executive Coaching.

### **Fire Services and Homeland Security**

Fire Service Design, Implementation and Operations; Communication System Design, Funding and Implementation; Consolidation Studies; Homeland Security.

### **Law Enforcement**

Police Department Organizational Effectiveness Studies; Consolidation/Coordination of Service Studies.

### **Public Works**

Department Organizational Reviews and Effectiveness Studies.

### **Human Resource Management & Organizational Development**

Personnel System Design/Implementation; Organizational Development/Intervention; Investigations; Analysis of Labor Relations Practices; Negotiation Advisory Services.

### **Recreation, Parks and Community Services**

Parks Master Planning; Recreation Service Design, Development and Operation; Recreation Facility Management, Marketing and Revenue Planning.

### **Civil Engineering Services**

Planning, Civil Engineering and Surveying related to real estate development; Government Facilities Design; Engineering Staff Services provided through CBG Inc.

### **Library Management Services**

Library Service Design, Organization and Implementation; Trends and Service Models; Needs Assessments; Strategic Planning; Governance; Financing; Facility Planning.



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## CORE VALUES

**Our mission** is to assist our clients in achieving their goals in a challenging local government environment by providing sound advice, practical solutions and cost-effective services.

**Our passion** is to preserve our client's values, integrity, and standards and promote their success through our professional services.

**Our commitment** is to fully satisfy our clients through a continuous process of quality control throughout the client engagement.

**Our core values** are grounded in our desire to serve our clients.

**We seek the facts and provide insight** - our many years and breadth of experience provide a clear understanding of local government issues, and enables us to support our clients in a professional manner.

**We provide value to our clients** - our goal is to provide project deliverables that improve our clients' public services in a cost effective manner.

**We respect our clients and their commitment to service** - we have served in many public and private sector situations and understand it is essential for us to support our clients' commitment to provide high quality public services.

**We are open in our communication** - we share information, insight and advice frequently and constructively, to assist our clients in managing tough situations with confidence.

**We act with integrity** - we seek to uphold the highest professional standards by providing candid advice and sound recommendations.

**We continuously seek feedback from our clients** - only by constant communication with our clients can we accurately define their needs, monitor our progress in addressing those needs and ensure that our clients are satisfied.

**We lead by example** - each member of our team is committed to working with our clients in a forthright, professional and efficient manner.

**We are committed to our communities** - we are responsible corporate citizens and seek to give back to our communities through use of our skills, experience and financial resources.



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## MRG CLIENTS

Our consultants have provided services to many California and West Coast public agencies. Our consultants, acting in their current positions with MRG or in their prior consulting capacities have served a broad range of clients:

Alameda County Fair	City of Goleta
Amador Water Agency	City of Half Moon Bay
Antioch Unified School District	City of Hercules
Arroyo Seco Library Network	City of Hollister
Austin Public Library Foundation	City of Lafayette
Black Gold Library Authority	City of Lathrop
Brentwood Chamber of Commerce	City of Lincoln
Brentwood Union School District	City of Los Altos Hills
California Park & Recreation Society	City of Los Angeles Redevelopment Agency
California State Library	City of Loyaltan
California Construction Authority	City of Manhattan Beach
Capitol Area Development Authority	City of Manteca
Central Contra Costa Sanitary District	City of Marina
Chester Fire Protection District	City of Merced
City and County of San Francisco	City of Millbrae
City and County of San Francisco PUC	City of Modesto
City of Antioch	City of Morgan Hill
City of Alameda	City of Mountain View
City of Albany	City of Napa
City of Alhambra	City of Oakland
City of American Canyon	City of Oakley
City of Atwater	City of Orinda
City of Big Bear	City of Oroville
City of Brentwood	City of Pasadena
City of Citrus Heights	City of Petaluma
City of Clayton	City of Pittsburg
City of Clearlake	City of Placerville
City of Cloverdale	City of Pleasant Hill
City of Concord	City of Pleasanton
City of Davis	City of Rancho Cordova
City of Dixon	City of Richmond
City of Dublin	City of Rio Vista
City of East Palo Alto	City of Rocklin
City of Elk Grove	City of Rohnert Park
City of Eureka	City of Roseville
City of Fairfield	City of Sacramento
City of Fillmore	City of Salinas
City of Folsom	City of San Bruno
City of Fort Bragg	City of San Leandro
City of Galt	City of San Luis Obispo



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City of San Mateo  
City of San Rafael  
City of San Ramon  
City of Santa Clara  
City of Santa Cruz  
City of Santa Monica  
City of Santa Rosa  
City of South Pasadena  
City of South Lake Tahoe  
City of South San Francisco  
City of Stockton  
City of Thousand Oaks  
City of Ukiah  
City of Vacaville  
City of Vallejo  
City of Walnut Creek  
City of West Sacramento  
City of Wheatland  
City of Yuba City  
Contra Costa Community College District  
Cordova Recreation and Park District  
County of Alpine  
County of Amador  
County of Calaveras  
County of Contra Costa  
County of Colusa  
County of El Dorado  
County of Marin  
County of Placer  
County of Sacramento  
County of San Joaquin  
County of Solano  
County of Sutter  
County of Yolo  
County of Yuba  
Cooperative Personnel Services  
Council of California County Law Librarians  
Crockett Community Services District  
Diablo Water District  
Diablo San Ramon Sanitary District  
Delta Counties Coalition  
Delta 2000, Regional Resource Agency  
East Bay Regional Park District  
East Bay Municipal Utility District  
East Bay Regional Communications System  
East Contra Costa Irrigation District  
East Quincy Community Services District  
El Dorado Irrigation District  
El Dorado Hills CSD  
Fresno Unified School District  
Gwinnett County Public Library  
Imperial County Library  
International Association of Fire Chiefs  
Knightsen School District  
Lammersville School District  
Liberty Union High School District  
Livermore Pleasanton Fire District  
Madera District Fair  
Marin Municipal Water Agency  
Mountain House CSD  
Mountain Valley Library System  
Oakley Union School District  
Pacific Library Partnership  
Peninsula Library System  
Rio Linda Elverta Recreation & Park District  
Sacramento County Retirement Agency  
Sacramento Housing and Redevelopment Agency  
Sacramento Public Library Authority  
San Mateo County Library  
San Ramon Valley Unified School District  
Service Employees International Union  
Special District Risk Management Authority  
Solano County Transit Authority  
Solano Irrigation District  
Stockton East Water District  
Stanislaus County Council of Governments  
State of California, Department of Food and Agriculture, Fairs and Expositions  
Town of Colma  
Town of Discovery Bay  
Town of Loomis  
Travis Unified School District  
Truckee Donner Public Utility Department  
University of California - Santa Cruz  
Yorba Linda Public Library  
Yuba County Water Agency  
Water Emergency Transit Authority  
Zone 7 Water Agency