

**CITY OF HERCULES  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement ("**Agreement**") for professional services is made on **July 10, 2018**, between the City of Hercules, a California municipality ("**City**"), and **Municipal Resources Group, LLC (MRG)** ("**Consultant**") (individually, a "**Party**," and collectively, the "**Parties**").

**1. Scope of Services.** Consultant will provide to City the professional services described in the Scope of Services, attached as **Attachment A** and incorporated in this Agreement (the "**Services**"). Only the City Council or the City Manager may authorize any change or addition to the Scope of Services specified in Attachment A.

**2. Term.** This Agreement will become effective on **July 10, 2018** ("**Effective Date**"), and will terminate upon the full and satisfactory completion of the Services or as otherwise specified in Attachment A, unless terminated sooner in accordance with Section 10 of this Agreement. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

**3. Compensation.** For the full and satisfactory completion of the Services, City will pay Consultant in an amount not to exceed **\$ 100,000 (one-hundred thousand dollars)**, without prior written authorization by City, pursuant to the terms set forth in **Attachment A** on Payment, which is attached to and incorporated in this Agreement. Consultant's compensation is intended to encompass all costs required for performing the Services, including overhead and indirect costs. Except as expressly provided in Attachment A, Consultant will not be entitled to reimbursement for expenses it incurs to provide the Services.

**3.1 Payment.** City will pay Consultant for Services satisfactorily provided during each calendar month within 30 days following City receipt and approval of a detailed invoice. The invoice must include, at a minimum: a description of the specific Services provided; the name of the individual providing the Services; the date(s) upon which the Services were provided; the time spent providing the Services; the amount due for the Services; and the basis for calculating the amount due.

**3.2 Additional Services.** If the City requests related services beyond the Scope of Services described in Attachment A, the Consultant will provide City a written estimate for the additional services ("**Additional Services**"). Consultant will not provide Additional Services until Consultant has received written authorization from the City to perform the Additional Services. Consultant will not be entitled to payment for Additional Services performed without City's prior written authorization or for costs to correct Consultant's errors or omissions.

**4. Independent Contractor.** The Parties agree that Consultant will act as an independent contractor under this Agreement and will have control of its work and the manner in which the Services are performed. Consultant is not an employee of City and is not entitled to participate in any health, retirement, or similar employee benefits from the City.

**5. Consultant's Warranties.**

**5.1** Consultant warrants that all Services provided under this Agreement will be performed in accordance with generally accepted professional practices and standards for Consultant's profession in the Bay Area.

**5.2** Consultant warrants that all Services provided under this Agreement will be performed in accordance with applicable federal, state, and local laws and regulations, including, but not limited to, conflict of interest laws and City ordinances and policies.

**5.3** Consultant warrants that Consultant has no present interest which would conflict in any manner with the performance of Services on the City's behalf.

**5.4** Consultant warrants that it will comply with the City's Nepotism and Cronyism Policy.

**6. Notice.** Any notice, billing, or payment required by this Agreement must be made in writing, and sent to the other Party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is effective upon delivery unless otherwise specified. Notice for each Party will be given as follows:

**City:**

City of Hercules  
111 Civic Drive  
Hercules, CA 94547  
(510) 799-8200  
Attn: City Clerk

Copy to: Holly Smyth  
Email: [hsmyth@ci.hercules.ca.us](mailto:hsmyth@ci.hercules.ca.us)

**Consultant:**

Name: Municipal Resources Group, LLC  
Address: 675 Hartz Avenue, Suite 300  
Danville, CA 94526  
Phone: 925-314-3889  
Attn: Mike Oliver

Copy to: Mike Oliver  
Email: [moliver@solutions-mrg.com](mailto:moliver@solutions-mrg.com)

**7. Indemnity.** Subsection 7.1 is not applicable to this Agreement if Consultant's Services are "design professional" services as that term is used and defined in Civil Code section 2782.8. Subsection 7.2 is applicable to this Agreement if Consultant's Services are "design professional" services as used and defined in Civil Code section 2782.8.

**7.1** To the full extent permitted by law, Consultant will indemnify, defend with counsel acceptable to City, and hold harmless City, its governing body, officers, agents, employees, and volunteers (collectively, "**City Indemnitees**") from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, "**Liability**") of every nature arising out of or in connection with Consultant's acts or omissions with respect to this Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of any of the City Indemnitees. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Agreement. This Subsection 7.1 does not apply if the Services to be provided under this Agreement are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

**7.2** To the full extent permitted by law, Consultant will indemnify, defend, and hold harmless City, its City Council, officials, officers, agents, employees, and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "**Liability**") of every nature which arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct

of Consultant in the performance of this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of City. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Agreement. This Subsection 7.2 is applicable if the Services to be provided under this Agreement are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

**8. Insurance.** Before providing any Services under this Agreement, Consultant is required to procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements. Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to nonpayment of premiums, in which case at least 10 days written notice will be made to City. The required insurance must cover the activities of Consultant and its employees or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the term of the Agreement. All required insurance must be issued by an insurer licensed to do business in the State of California, and each such insurer must have an A.M. Best financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Consultant fails to provide any of the required coverage, City may, at its sole discretion, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant.

**8.1** The following insurance policies and limits are required for this Agreement:

**8.1.1 Commercial General Liability Insurance ("CGL").** CGL insurance issued on an occurrence basis, including coverage of liability arising from Consultant's acts or omissions in the performance of Services under this Agreement, with limits of at least \$1,000,000.00 per occurrence.

**8.1.2 Automotive.** Commercial automotive liability coverage for owned, non-owned and hired vehicles must provide coverage of at least \$1,000,000.00 combined single limit per accident for bodily injury, death, or property damage.

**8.1.3 Workers' Compensation Insurance and Employer's Liability.** The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, with limits of at least \$1,000,000.00. If Consultant is self-insured, Consultant must provide its duly authorized Certificate of Permission to Self-Insure.

**8.1.4 Professional Liability.** This insurance must insure against Consultant's errors and omissions in the provision of Services under this Agreement, in an amount no less than \$1,000,000.00 combined single limit.

**8.2 Subrogation Waiver.** Each required policy must include an endorsement that the insurer agrees to waive any right of subrogation it may have against City or the City's insurers.

**8.3** The CGL policy and the automotive liability policy must include the following endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "**Additional Insured**") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Agreement.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided is primary and no insurance held or owned by City will be called upon to contribute to a loss.

(4) Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of City before the City's own insurance or self-insurance will be called upon to protect it as a named insured.

**9. Dispute Resolution.** In the event that any dispute arises between the Parties in relation to this Agreement, the Parties agree to meet face to face as soon as possible to engage in a good faith effort to resolve the matter informally. In the event that any dispute arises between the Parties in relation to this Agreement, and the dispute is not resolved by informal discussions, the Parties agree to submit the dispute to mediation.

**9.1** Either Party may give written notice to the other Party of a request to submit a dispute to mediation, and a mediation session must take place within 60 days after the date that such notice is given, or sooner if reasonably practicable. The Parties will jointly appoint a mutually acceptable mediator. The Parties further agree to share equally the costs of the mediation, except costs incurred by each Party for representation by legal counsel.

**9.2** Good faith participation in mediation pursuant to this Section is a condition precedent to either Party commencing litigation in relation to the dispute.

## **10. Early Termination.**

**10.1 Termination for Convenience.** City may terminate this Agreement for convenience by giving 10 calendar days written notice to Consultant. In the event City elects to terminate the Agreement without cause, it will pay Consultant for Services satisfactorily provided up to that date.

**10.2 Termination for Cause.** If either Party breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the other Party may terminate this Agreement by giving written notice five calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Consultant will be entitled to payment for all Services satisfactorily provided up to the effective date of termination, except that the City may deduct from that payment the amount of costs the City incurred, if any, because of Consultant's breach of the Agreement.

**11. Work Product.** City will be the sole owner of all rights to any work product in any form which has been prepared by Consultant on City's behalf pursuant to this Agreement, unless otherwise specified in writing by the Parties.

**12. Records.** Unless otherwise specified in Attachment A, Consultant will maintain records related to this Agreement for a period of four years from expiration or termination of this Agreement, including records of the Services performed, on a daily basis if necessary. Consultant's accounting systems will conform to generally accepted accounting principles, and all records will provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, invoices, and vouchers. Consultant will permit City to inspect and examine Consultant's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time.

**13. General Provisions.**

**13.1 Assignment and Successors.** Consultant may not assign its rights or obligations under this Agreement, in part or in whole, without City's written consent. This Agreement is binding on Consultant's and City's lawful heirs, successors, and permitted assigns.

**13.2 Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement.

**13.3 Nondiscrimination.** Consultant will not discriminate in the employment of persons under this Agreement because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

**13.4 Choice of Law and Venue.** This Agreement will be governed by California law, and venue will be in the Superior Court of Contra Costa County, and no other place.

**13.5 Integration.** This Agreement and the documents incorporated in this Agreement constitute the final, complete, and exclusive terms of the agreement between the City and the Consultant.

**13.6 Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions of the Agreement will remain in full force and effect.

**13.7 Amendment.** No amendment or modification of this Agreement will be binding unless it is in a writing duly authorized and signed by the Parties to this Agreement.

**13.8 Provisions Deemed Inserted.** Every provision of law required to be inserted in this Agreement will be deemed to be inserted, and this Agreement will be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this Agreement will be amended to make the insertion or correction.

**13.9 Precedence.** If any provision in any document attached to or incorporated in this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this

Agreement, the provisions set forth in the body of this Agreement will control over any such conflicting or inconsistent provisions.

**13.10 Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

**13.11 Force Majeure.** If either Party is delayed or hindered in or prevented from the performance of any act required under this Agreement because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the Party delayed, excluding financial inability ("**Force Majeure Event**"), performance of that act will be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance will be extended for an equivalent period. Delays or failures to perform resulting from lack of funds will not be Force Majeure Events.

**13.12 Headings.** The headings in this Agreement are included for convenience only and will not affect the construction or interpretation of any provision in this Agreement or any of the rights or obligations of the Parties to this Agreement.

**13.13 Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

**13.14 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the Party that he or she represents, and that this Agreement is legally binding on that Party. If Consultant is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

*[Signature page follows.]*

The Parties agree to this Agreement as witnessed by the signatures below:

**CITY:**

Approved as to form:

s/ \_\_\_\_\_

s/ \_\_\_\_\_

David Biggs, City Manager

Patrick Tang, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

s/ \_\_\_\_\_

Lori Martin, City Clerk  
Name/Title

Date: \_\_\_\_\_

**CONTRACTOR:** Municipal Resource Group, LLC \_\_\_\_\_  
Business Name

s/ Mike Oliver

Mike Oliver, President \_\_\_\_\_  
Name/Title

Date: 7/3/18

s/ Mary Egan

Mary Egan, CFO \_\_\_\_\_  
Name/Title

Date: 7/3/18

**Attachments:**

Attachment A: Scope of Services / Payment

**Attachment A**  
**SCOPE OF SERVICES / COMPENSATION**

*<Insert or attach a detailed description of the required Services, including time(s) for performance and completion of the Services, milestones, deliverables, reporting requirements, etc.>*





**CITY OF HERCULES**  
**PROPOSAL FOR FISCAL ANALYSIS AND PLANNING CONSULTING**  
**SERVICES FOR THE CITY'S VARIOUS DEVELOPMENT, PLANNING**  
**AND PROJECT PROCESSING NEEDS**



**MUNICIPAL RESOURCE GROUP, LLC**  
**675 HARTZ AVENUE, SUITE 300**  
**DANVILLE, CA 94526**  
**(925) 314-3889**

**March 5, 2018**



March 5, 2018

David Biggs, City Manager  
City of Hercules  
111 Civic Drive  
Hercules, CA 94547

Subject: Response to City's RFQ for Fiscal Analysis and Planning Services

Dear Mr. Biggs,

Municipal Resource Group is pleased to propose to provide consulting services to assist the City of Hercules with its Fiscal Analysis and Planning needs. We appreciate the opportunity to meet with your staff to discuss the City's programs and projects.

As you know Municipal Resource Group was founded by broadly experienced municipal professionals. Our consultants have many years of combined hands-on experience working as municipal managers and consultants, providing essential services, insights and support to local governments. We have been fortunate to work with the City in a number of areas since 2011 and are proud to have been part of its continuing growth and development.

We are pleased to be able to submit three of Municipal Resource Group's consultants as potential service providers. Each has many years of experience in municipal government planning and development and had successful careers.

We look forward to the opportunity to meet with your staff on this exciting project.

Sincerely,

Mike Oliver, President  
Municipal Resource Group, LLC



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## **Municipal Resource Group Response to City of Hercules RFQ for Services**

Municipal Resource Group is fortunate to have three highly skilled, experienced planning professionals to offer the City of Hercules to assist with its planning and fiscal analysis needs.

Each of the MRG consultants has rich municipal experience and is a proven performer, leader and manager:

***Michele Rodriguez who most recently served as the Development Services Director for the City of San Pablo*** provides professional consultation services in the areas of community development, planning policy, CEQA and project implementation. Michele has had a 30-year career in both the public and private sectors focused on municipal planning and management.

***Victor Carniglia has served as the Assistant Community Development Director in Antioch*** has broadly based planning skills and has been providing planning assistance and project management services to the City of Hercules for the past several years. Victor is familiar with the current programs and projects the City is developing and has assisted in a number of them.

***Victoria Walker who most recently served as the Community Development Director for the City of Concord*** has wide-ranging planning, development and management experience. She has also served as the Planning Director for the City of Walnut Creek. Victoria has worked in virtually every area of planning encountered by municipalities.

We look forward to the opportunity to meet with City of Hercules staff to discuss the potential services Municipal Resource Group might provide the City.

The current Municipal Resource Group hourly rates for these consultants are:

Victor Carnigula      \$145.00

Victoria Walker      \$145.00

Michele Rodriguez      \$145.00

Billable monthly, plus any authorized reimbursables.

Our references include:

Bill Lindsay, City Manager—City of Richmond

[bill\\_lindsay@ci.richmond.ca.us](mailto:bill_lindsay@ci.richmond.ca.us)

510-620-6512

Steve Salvatore, City Manager—City of Lathrop

[ssalvatore@ci.lathrop.ca.us](mailto:ssalvatore@ci.lathrop.ca.us)

(209) 941-7431

Mike Parness, City Manager—City of Napa

[mparness@cityofnapa.org](mailto:mparness@cityofnapa.org)

707-257-9501

## **Michele Rodriguez – Community Development and Planning**

**MUNICIPAL RESOURCE GROUP, LLC**

Telephone: (415) 309-1608

[info@municipalresourcegroup.com](mailto:info@municipalresourcegroup.com)

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Michele provides professional consultation services in the areas of community development, planning policy, CEQA and project implementation. With a 30-year career in both the public and private sectors focused on municipal planning and management, Michele's services to clients include:

- General Plan, Specific Plan, and Municipal Code Development and Implementation
- Building Code Development, Adoption, and Construction Services
- Planning, Building, Code Enforcement Development and Implementation
- Sustainability, and Resiliency Policies and Programs
- Budget Projections and Fiscal Management
- Operational Efficiency and Program Evaluation
- Economic Development and Workforce Programs
- Social Equity and Inclusionary Programs



Michele has served as the Development Services Director for the City of San Pablo and the Long-Range and Sustainability Director for the County of Marin. She has overseen, and managed preparation and implementation of multiple General Plans and Municipal Codes focused on alignment with the regional growth strategy and integrating climate change reduction strategies. Examples of her current, and long-range work include Cupertino Vallco Mall Development Agreement; City of San Pablo new public library; the Marin Countywide Plan, Energy Upgrade California, and implementation of the San Pablo Public Health Element. Michele has led a number of controversial projects to amicable solutions including creek setbacks, CEQA lawsuits and the PG&E – Community Choice Aggregation lawsuit. She is adept at working collaboratively with multiple entities to achieve particular outcomes such as the Monte Sereno-Los Gatos- Cupertino – Santa Clara County Hillside Protection MOU; or the Solano-Marin-Sonoma-Napa Targeted Industries Study and Workforce Implementation Plan. She provides innovative approaches to community planning and building; assisting communities and organizations move forward to achieve their goals.

Michele has completed numerous customer service improvements in the workplace including software, organizational re-alignments, and alternative service delivery. She has facilitated updates to Mission Statements, Core Values, Vision, Strategic Plans, and Performance Management processes. She has authored financial, administrative, and personnel policies and procedures.

In addition to her significant professional experience, Michele earned a Master of Urban and Regional Planning, and Economics from the University of California, San Jose State. She is nationally certified by the American Planning Association as a member of the American Institute of Certified Planners, and the United States Green Building Council as a Leader in Energy and Environmental Design.

## **Victor Carniglia – Planning Services**

**MUNICIPAL RESOURCE GROUP, LLC**

Telephone: (925) 779-7036

[vcarniglia@municipalresourcegroup.com](mailto:vcarniglia@municipalresourcegroup.com)

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Victor Carniglia brings to the Municipal Resources Group a wide range of planning skills and experience, having worked as a planner at the municipal level in a variety of positions and locales. During his 30 plus-year career, Victor has had the opportunity to work on virtually every facet of the planning profession, from leading a number of comprehensive General Plan updates, to serving in the planning “trenches” during the various development “booms” that have swept over California in the past decades.



In addition to his wide range of technical skills, which includes relevant education and experience in fields key to successful planning, including civil engineering, landscape architecture, land use law, and environmental regulations, Victor’s focus on identifying and creatively exploring all feasible options and possibilities to ensure a successful project outcome is what sets him apart from other planners with a similar background and career tenure.

Victor began his planning career upon graduating with a Bachelor’s degree in Environmental Planning and Management from the University of California, Davis in 1973, at which time he was hired as a planner by the Bechtel Corporation to assist in designing a new town proposed in the Middle East. After working for Bechtel, Victor was presented in 1975 with an opportunity to join the Peace Corps and travel to central Venezuela to fill a challenging position in a mid-sized city by the name of Acarigua. In Venezuela, Victor worked for two years preparing plans and drafting sewer and water infrastructure systems. Upon returning to the United States, Victor was hired by the City of Santa Rosa as an Assistant Planner. His work in Santa Rosa was followed in 1980 by a position with the City of Irvine, where Victor worked as both an Associate and Senior Planner.

Wishing to return to Northern California, Victor was offered a position by the City of Antioch as a Senior Planner in 1985. He accepted that position and was subsequently promoted to Deputy Director of Community Development for that City. In Antioch, Victor found a long-term professional “home,” where he served a long and satisfying career lasting just short of 25 years, retiring from the City of Antioch in 2009. After retirement, Victor worked part time for Antioch on a number of special projects from 2009 to 2012. In 2012 Victor joined forces with the Municipal Resources Group.

## **Victoria Walker – Community Development and Planning**

**MUNICIPAL RESOURCE GROUP, LLC**

Telephone: (925) 366-7654

[vwalker@solutions-mrg.com](mailto:vwalker@solutions-mrg.com)

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Victoria provides services and consultation in the areas of community development, planning policy and project implementation. With a 30-year career in the public sector focused on municipal planning and management, Victoria's services to clients include:

- General Plan and Specific Plan Development and Implementation
- Planning Policy Studies and Program Development
- Development Project Management
- Organizational Effectiveness and Program Evaluation



Victoria has served as the Community and Economic Development Director for the City of Concord and the Planning Manager for the City of Walnut Creek. She has overseen and managed preparation and implementation of multiple Specific Plans focused on downtown transformation in both of those cities, as well as planning program and policy development on a large variety controversial issues. Recent examples include the Concord Naval Weapons Station Reuse Project, rent control and review, and multi-family housing inspection programs. She specializes in providing politically astute and positive leadership to assist communities and organizations in moving forward to achieve their goals.

Victoria understands the on-going need for customer service improvement and innovations in the community development workplace. She works with leaders and teams, including community members, to identify opportunities to improve organizational effectiveness and community outreach and participation.

In addition to her significant professional experience, Victoria earned a Bachelor of Science Degree with honors in Environmental Planning and Management from the University of California, Davis, and a Master of Architecture Degree from the University of California, Berkeley. She has provided service to the Cities of Concord, Walnut Creek, San Ramon, Salinas and the California State Lands Commission.



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## **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.

### **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.

### **Traffic and Transportation Demand Services**

Alternate commute solutions, shuttle service design and operation, electric vehicle/bicycle Incentive programs, public and private commute analysis and solution design.

## **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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## **MUNICIPAL RESOURCE GROUP**

**CLIENT LIST** (Includes clients of MRG consultants in their former consultant capacities)

### **PUBLIC AGENCIES**

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

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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 Regional Communications System  
Authority  
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 Community Services District  
Mountain Valley Library System  
Oakley Union School District  
Pacific Library Partnership  
Peninsula Library System  
Rio Linda Elverta Recreation & Park District  
Risk Management Authority  
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  
Solano County Transit Authority  
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

#### **PRIVATE AND NON-PROFIT CLIENTS**

Arcadia Homes  
Best Best and Krieger Law Firm  
Callahan Property Company  
Community Medical Centers  
Economic and Planning Systems  
Foundation for the Retarded of the Desert  
Fraser & Associates  
Friends of the Truckee Library  
Habitat for Humanity Diablo Valley Chapter  
Kikkoman

Lewis, Bisbois, Bisgaard and Smith Law Firm  
Liebert Cassidy Whitmore Law Firm  
MAS/Neaon  
Meyers Nave Law Firm  
Pacific Development Group  
Raney Planning & Management, Inc.  
RCH Group  
TPC  
The Kivelstadt Group  
Volunteers of America



March 4, 2018

Shiva Matinpour  
City of Hercules  
111 Civic Center Drive  
Hercules, CA 04547

Subject: Proposal Addendum

Ms. Matinpour,

Please accept this addendum to our Proposal dated March 3, 2018. We are adding Alan Wolken to the proposed consultants for the Fiscal Analysis portion of the project. Alan has over 20 years of experience in redevelopment DDAs and development cost analysis and has worked for the City of Hercules in the past.

Thank you!

Mike Oliver  
President, Municipal Resource Group, LLC

## **Alan A. Wolken – Planning and Development Services**

### **MUNICIPAL RESOURCE GROUP, LLC**

Telephone: (707) 410-6299

[awolken@solutions-mrg.com](mailto:awolken@solutions-mrg.com)

Alan has 30 years of municipal planning, redevelopment and engineering experience in local governments in both Northern and Southern California. During his career, Alan has worked on a variety of projects ranging from small commercial efforts to 500,000 square-foot adaptive re-use projects. He recently served as Director of the Richmond Community Redevelopment Agency.



Projects that Alan has been directly involved with include the development of over 500 housing units, projects involving the development of over two million square-feet of retail space, high density Transit Oriented Development mixed use projects, a \$104 million historic civic center revitalization, and a variety of streetscape improvement programs.

Alan has successfully secured over \$70 million in State and Federal grants for transportation, housing and commercial rehabilitation, environmental remediation and streetscape improvements. He also has extensive experience with detailed real estate transaction negotiations and in preparing land development agreements, purchase and sale agreements and disposition and development agreements.

He is fully conversant with both the State and Federal regulatory processes and has worked closely on development issues with the Bay Conservation and Development Commission, the State Regional Water Quality Control Board, the Department of Toxic Substances Control, the U.S. Department of Fish and Wildlife, the California Department of Fish and Game and the U.S. Army Corp of Engineers.

Alan has worked with graduate students from the University of California, Berkeley and Stanford University planning schools regarding economic development strategies ranging from urban infill, to transit/waterfront development, to military base re-use. He has also made presentations to the League of California Cities and the California Redevelopment Association conferences.

Alan has also served on the Board of Directors for several of non-profit organizations in both Northern and Southern California, including the Centinela Valley YMCA, Federal Child Care Consortium, Richmond Art Center, NIAD, and Arts Benicia.

Alan holds a Bachelor of Arts degree in Urban Studies, and a Master of Arts degree in Environmental Planning.



#### **San Francisco Bay Area**

675 Hartz Avenue, Suite 300, Danville, CA 94526

#### **Sacramento Area**

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[www.solutions-mrg.com](http://www.solutions-mrg.com)

**\$145.00 per hour**

## **Mike Bakaldin – Public Works, Wastewater, Solid Waste**

**MUNICIPAL RESOURCE GROUP, LLC**

Telephone: (925) 628-6793

[mbakaldin@solutions-mrg.com](mailto:mbakaldin@solutions-mrg.com)

Mike has over thirty years of experience in the private and public sectors in the environmental, public works and water utility sectors. He has spent the last fifteen years leading and managing public works and water utility organizations for both a municipality and a sanitation district. Mike has a proven track record of leading organization change while developing strong management teams.

For five years, Mike was employed as Deputy General Manager and Interim General Manager at the Delta Diablo Sanitation District. In this position, his accomplishments include:

- Effective day to day management and oversight of the District with an annual operating and capital budget of \$30 million and \$20 million, respectively;
- Strategic development of a \$100 million 5-year capital improvement program;
- Oversight of the development of an organizational study and subsequent reorganization;
- Development of the District's strategic plan and annual business plans;
- Development and implementation of the District's first succession plan and leadership development program; and
- Successful negotiation of a \$4 million land acquisition transaction with Dow Chemical.

Prior to that, Mike served as Director of Public Works for the City of San Leandro for eight years. He led the Public Works Department through the Great Recession, which required strategic and tactical organizational and operational adjustments over a multi-year period. Mike was successful in streamlining the organization and instituting innovative operational and service delivery methods to ensure continued high-quality service in spite of budget reductions of nearly 35%. Other accomplishments include:

- Effectively led a 120-employee organization with an annual operating budget of \$22 million;
- Served as a key team member on a major shoreline redevelopment project, incorporating two operating golf courses, a 460-berth marina, two hotels and multiple restaurants;
- Initiated the planning, design and construction of a \$50 million wastewater treatment plant rehabilitation project;
- Negotiated and managed a 20-year solid waste and recycling franchise agreement; and
- Served as city liaison to the East Bay Dischargers Authority, a joint powers agency responsible for discharging effluent from six wastewater treatment plants to San Francisco Bay.

Mike holds a Bachelor of Science from the University of California, Berkeley and a Master of Science in Environmental Management from the University of San Francisco. He has also completed the Water and Wastewater Executive Leadership Program at the University of North Carolina, Chapel Hill.



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