

3. Term of Agreement:

This Agreement shall commence on the date of execution by the MHCSD General Manager, and continue until June 30, 2021, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein.

4. Compensation:

The compensation shall not exceed the amount of \$48,000 for services performed pursuant to this Agreement. Payments shall be made within 30 days of receipt of invoice from CONSULTANT.

5. Standard of Performance:

CONSULTANT shall perform all Work in a first-class manner in conformance with the standards of quality normally observed by a person practicing in CONSULTANT's profession.

6. Inspection:

All Work performed and materials (if any) provided by CONSULTANT shall be subject to inspection and approval by MHCSD.

7. Invoicing:

CONSULTANT shall submit one original and one copy of each invoice to: MHCSD, 251 E. Main Street, Mountain House, CA 95391. All invoices must reference this Contract ID Number, the service performed and the Federal Tax Payer Identification Number. Each invoice shall also identify (1) total contract amount (\$), (2) expenses to date (\$), (3) remaining funds per contract (\$), and (4) total amount due per invoice (\$). Payments will be made against invoices as submitted.

8. Consultant's Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONSULTANT is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the MHCSD. CONSULTANT shall perform the CONSULTANT's work in accordance with currently approved methods and standards of practice in the CONSULTANT's professional specialty. A copy of CONSULTANT's current business license shall be provided to MHCSD. The CONSULTANT shall not have any claim under this Agreement or otherwise against MHCSD for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The CONSULTANT shall be responsible for federal and state payroll taxes such as social security and unemployment. MHCSD will issue a form 1099 at year-end for fees earned.

9. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of MHCSO. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

10. Non-Exclusive Rights:

This Agreement does not grant to CONSULTANT any exclusive privileges or rights to provide services to MHCSO. CONSULTANT may contract with other agencies, private companies or individuals for similar services.

11. Compliance:

CONSULTANT shall comply with all Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONSULTANT shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

CONSULTANT represents and warrants that CONSULTANT possesses all licenses, permits, and qualifications legally required for the performance of the Work. CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain all such licenses, permits and qualifications in full force and effect throughout the term of this Agreement.

12. Indemnification, Hold Harmless and Defense:

To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend MHCSO, its directors, officers, employees, agents and authorized volunteers, and each of them, from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to personal injury, bodily injury, wrongful death, and property damage including any damage to MHCSO's property, arising out of CONSULTANT's alleged negligence, or wrongful acts related to or in connection with CONSULTANT'S performance of duties under the terms and conditions of this Agreement.

To the fullest extent permitted by law, MHCSO shall indemnify, hold harmless and defend the CONSULTANT, its directors, officers, employees, agents and each of them (collectively referred to as "CONSULTANT Indemnified Parties") from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to personal injury, bodily injury, wrongful death, and property damage including any damage to the CONSULTANT's property, arising out of MHCSO's alleged negligence, or wrongful acts related to or in connection with MHCSO's performance of duties under the terms and conditions of this Agreement.

13. Insurance:

CONSULTANT, if required to work on MHCS D property during the contract period, shall submit proof of insurance to MHCS D showing Mountain House Community Services District, its officers, agents and employees named as Additional Insured. Insurance policy shall contain provisions that such policy may not be canceled except after thirty (30) days written notice to the MHCS D, ten (10) days notice if cancellation is due to nonpayment of premium.

CONSULTANT agrees that CONSULTANT is responsible to insure that the requirements set forth in this article/paragraph are also be met by CONSULTANT’S subcontractors/consultants who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the MHCS D.

General Liability Limits

1.	BI & PD combined/per occurrence	\$1,000,000
	/Aggregate	\$1,000,000
2.	Personal Injury/Aggregate	\$1,000,000
3.	Professional Liabilities	\$1,000,000

Workers’ Compensation and Employer’s Liability Statutory requirement

14. Discrimination:

CONSULTANT shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

15. Notices:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed as shown on the first page of this Agreement.

16. Termination:

If the CONSULTANT breaches or habitually neglects the CONSULTANT’s duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the MHCS D may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which MHCS D may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon sixty (60) days written notice to other party.

17. Conflict of Interest Statement:

CONSULTANT covenants that CONSULTANT, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONSULTANT under this Agreement. CONSULTANT shall not hire MHCS D's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of MHCS D. Performance of services under this Agreement by associates or employees of CONSULTANT shall not relieve CONSULTANT from any responsibility under this Agreement.

18. Drug Free Workplace:

CONSULTANT shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

19. Force Majeure

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

20. Form Law:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

21. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the MHCS D whether executed by or for the CONSULTANT for MHCS D, or otherwise by or for the CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to MHCS D forthwith upon termination or completion of the work under this Agreement.

22. Attorneys' Fees:

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

23. Waiver:

No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

24. No Third Party Beneficiaries:

Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights or remedies hereunder.

25. Headings:

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

26. Non-Liability of Officials, Employees and Agents:

No officer, official, employee or agent of District shall be personally liable to CONSULTANT in the event of any default or breach by District or for any amount which may become due to CONSULTANT pursuant to this Agreement.

27. Entire Agreement and Modification:

This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, MHCSD and CONSULTANT have executed this Agreement on the day and year first written above.

Consultant

Mountain House Community Services District,
a political subdivision of the State of California

By: William E. Kirchhoff
William E. Kirchhoff

By: _____
Steven J. Pinkerton
General Manager

Date: _____

23. Waiver:

No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

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Consultant

Mountain House Community Services District,
a political subdivision of the State of California

By: _____
William E. Kirchhoff

By:  _____
Steven J. Pinkerton
General Manager

Date: 10/02/20

Memo To: Denae DeGough (fax 209-831-5610)

From: Bill Kirchhoff

Date: 9-24-20

Subject: Contract Documents

Hello Denae:

Please find attached the Scope of Work for The Analysis of Three Law Enforcement Options for the Mountain House Community Services District. I have inserted the agreed fee of \$48,000 and the required date of submittal which is December 15, 2020.

Also included is the Consultant Agreement in which I have inserted the proposal start date of September 24, 2020, the 2020 date of completion which is 12-15-20, and the payment amount of \$48,000.

My understanding is that once Steve has signed off on the Scope of Work and the Consultant Agreement, they will be returned to me for my signature.

If you need additional information please contact me at billkirchhoff@yahoo.com.

If you need additional information, please let me know.

Thanks much.

Bill

A Scope of Work Proposal to Analyze
Three Law Enforcement Options
for the
Mountain House Community Services District

Submitted by William E. Kirchhoff
September 24, 2020

Background

This analysis will be conducted by the consultant, William E. Kirchhoff, to help compare and determine the efficacy of three specific law enforcement options available to the Mountain House Community Services District.

Currently the Mountain House Community Services District contracts with the San Joaquin County Sheriff's Department for "policing services similar that which is provided to other unincorporated communities in San Joaquin County". This level of services is enhanced by a contract with the San Joaquin County Sheriff's Department for two full-time deputy sheriff's positions that are dedicated to patrol activities. Augmenting the above services are the California Highway Patrol, which is contracted for traffic management purposes, and a private security company that provides armed patrols a minimum of 16 hours per shift, seven days a week

The Mountain House Community Services District was formed in 1996. The 2008 Mountain House Master Plan stipulates that there will be "an urban level of police service consistent with standards for comparable communities within San Joaquin County" which are consistent with the San Joaquin County General Plan.

It is estimated that build out will occur in 2028, resulting in a population of 44,000 residents. It is assumed that by build out there will be 5,400 calls for police services per year.

The Master Plan also provides that the standard of police protection shall be provided at an urban level of 1.5 sworn officers per 1,000 population. The expectation here is that the Mountain House Community Services District would possibly employ 66 sworn officers along with other police supervisory personnel and civilian support staff. This is different than the staffing levels included in the Mountain House Law Enforcement Facility Plan - space for 88 police officer positions, including 56 patrol officers.

In 2008 the Mountain House Law Enforcement Facility Plan determined that a 21,193 square foot facility is needed to conduct law enforcement operations, including patrol, investigations, temporary holding, and supporting administration. The overall approach to the type of facility needed for law enforcement is the concept of a "precinct" station. Located at the Sheriff's Department's French Camp facility are overall department administration, business services, training, records storage, evidence and property, dispatch/communications and other organization-wide functions. The current operational plan for the precinct station is that there will be a captain assigned there as the station commander, with lieutenants and sergeants to support field operations and investigations.

Scope of Services

The overall law enforcement level that the Mountain House Services District aspires to at build out is the most cost-effective policing option that is focused on controlling crime before it happens. To help determine how the Mountain House Community Services District might select the most cost-effective law enforcement alternatives, the consultant has been directed to review three specific law enforcement options. They are:

1. Continue to contract with the San Joaquin County Sheriff's Department.
2. Contract with the City of Tracy or another nearby city.
3. Build a fully functional Mountain House Community Services District Police Department and determine the costs associated with a full-services police facility.

Included in this project will be the development of a model that will forecast future staffing needs and the associated costs for the Mountain House Community Services District. This model will be designed so that it will compare the staffing costs to the three policing options identified in the above. The benchmarks and standards of comparison will be the industry standards used by quality law enforcement agencies, including those in the County of San Joaquin.

In accordance with the purpose of this analysis the following objectives are among those which will be taken into consideration:

- Organizational structure and philosophy including the efficacy of consolidating certain community services with policing services and its effect on crime and relationships within the community;
- Staffing level analysis to determine the best use of sworn, reserve and community service officers, overtime management and civilian staff utilization;
- Assessment of the Mountain House Community Services District in terms of its use of technology, equipment and practices to achieve law enforcement staffing efficiencies;
- Assessment of the ability of the three policing models to meet the community's needs and expectations;
- Fiscal analysis of the three alternative policing options;

- An analysis of the City's growth, including the commercial and industrial activities that impact law enforcement in the Mountain House Community Services District;
- A staffing "model" built on commonly accepted criteria used by police agencies for all three of the policing models selected for comparison;
- Specific staffing recommendations to meet service delivery thresholds desired by the Mountain House Community Services District; and,
- Revenue sources and financing options available to the City for law enforcement activities.

Data and Information Gathering

The COVID-19 challenge will require that all of the information collected for this analysis will be done telephonically and through the internet. Below is some of the specific information that needs to be provided to the consultant by the District.

1. The District's current contract for services with the San Joaquin County Sheriff's Department.
2. The last monthly report from the Sheriff's Department to the District.
3. The District's contract with its private security contractor.
4. Any significant internal reports regarding policing issues or needs.
5. Any consulting or outside reports regarding.
6. The financial plan(s) to fund future police services.
7. Ten year population growth and area expansion.
8. Any reports/analysis pertaining to building a new police facility.
9. What are the protocols used when the private security personnel makes an arrest?
10. The District's organizational chart.
11. How are police legal matters handled?

12. What are the three most common "police related" complaints made by residents?
13. What is the District's bond rating?
14. What percent of the General Fund will be devoted to police operations?
15. What is the average response and clear time for calls for service by the Sheriff's Department?
16. What is the average response and clear time for calls for service by the District's private security contractor?
17. What District position handles "ordinary" liaison matters with the Sheriff's Department?
18. What sort of law enforcement issues jump up to the District Manager's desk?
19. Has the Tracy contract option been discussed in detail with Tracy officials?
20. Have any police facility cost estimates been made by an architectural firm?
21. If yes to #20, do the construction cost estimates take into account for additional staffing needs as the community grows to 44,000?
22. What do the community's opinion-makers believe to be the three most pressing policing concerns?
23. Other than conventional policing responsibilities, does the District have any special events that need coordinated law enforcement efforts/
24. Is the goal to build a basic services police department, or a leader-of-the-pack organization?
25. What operational metrics are currently used to measure law enforcement's performance?
26. Annual reports for the past three years;
27. Any recent reports related to workload and staffing;
28. All available "calls for service" information, including annual number of calls, average response and clearance time, calls requiring back-up, etc.

- 29. Official District population growth predictions;
- 30. District economic development information (facts and statistics);
- 31. Patrol information, including staffing, vehicles, equipment, etc.;
- 32. Investigative information, including staffing, workload, clearance information, etc.;
- 33. Administrative information, including staffing, equipment and technology;
- 34. Average senior officer compensation;
- 35. Average annual patrol officer support equipment costs (vehicle, technology, gear, etc.);
- 36. Communications information, including staffing, call-taking and dispatching times;
- 37. Traffic management reports (accidents, volumes, etc.);
- 38. District organization charts;
- 39. Patrol zone determination criteria;
- 40. Work Availability Factor information (average annual hours officers are available for duty; and,
- 41. Other relevant information requested by the consultant.

Fee

The fee for this project is \$48,000 and will be paid at the completion of the Analysis of Three Law Enforcement Options for the Mountain House Community Services District.

Timing

The consultant must be prepared to submit the report to the Mountain House Community Service District's General Manager by December 15, 2020.

William E. Kirchoff, Consultant

Date