



Council Agenda Report

To: Mayor Uhring and the Honorable Members of the City Council

Prepared by: Alexis Brown, Deputy City Manager

Approved by: Steve McClary, City Manager

Date prepared: October 9, 2023 Meeting date: October 23, 2023

Subject: Agreement for Human Resources Support Services

RECOMMENDED ACTION: Authorize the Mayor to execute a Professional Services Agreement with Municipal Resource Group, LLC. to assist the City of Malibu with various human resource organization and operations, including strategy, recruitment, retention, training and HR Information Systems improvement.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the adopted budget for FY 2023-24 in Account No. 100-7058-5320 (Recruitment/Retention Expenses). The agreement has a not-to-exceed of \$216,000 over the term of two fiscal years; FYs 2023-24 and 2024-25.

STRATEGIC PRIORITY: This item supports the Malibu Culture and Staff Compensation and Benefits priority identified in the Adopted FY 2023-24 Strategic Priority Project List.

DISCUSSION: The City of Malibu has prioritized workforce recruitment and retention as one of the key initiatives of focus. In response to address some of the areas that require the most operational support, the City issued a Request for Proposals on July 6, 2023, to seek a qualified firm with broad subject matter expertise and experience in human resource organization and operations to assist with strategy, recruitment, training, and process improvement. Eight proposals were received and reviewed in accordance with the RFP. It is the staff's recommendation that the City of Malibu enter into a two-year agreement with Municipal Resource Group, LLC. (MRG).

The MRG team is a centralized resource for all Human Resources, staff development and organizational excellence needs. The firm can assess and improve HR functions including, but not limited to, professional development, training, succession planning, workplace investigations, organizational assessments and implementation plans,

employee relations, mentoring and coaching, project management, recruitment, and selection. MRG team members have led successful transformational efforts in their client agencies and fully understand the real-world challenges they face in making meaningful and long-term changes.

MRG will work with City staff, as well as other key stakeholders, to review and assist with organizational strategies of Human Resources processes and recommend streamlining options. The firm will provide a comprehensive range of recruitment services. The selected firm will also assist with training and development programs.

ATTACHMENTS:

1. Agreement for HR Support Services
2. Proposal Received from Municipal Resource Solutions, LLC

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of October 23, 2023, by and between the City of Malibu (hereinafter referred to as the "City"), and Municipal Resource Group, LLC. (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to Human Resource Support Services.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on October 23, 2023, and will remain in effect for a period of two years, but in no event later than June of 2025, unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall be nine thousand dollars (\$9,000.00) per month, for a total amount not to exceed two hundred-sixteen thousand dollars (\$216,000.00) for the two-year term of this agreement. Payment Schedule is attached hereto as Exhibit B and incorporated herein. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party thirty (30) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit C which is incorporated herein.

6.5 Indemnification.
To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs, and expenses, including attorney’s fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant’s duty to indemnify and hold harmless City shall not extend to the City’s sole or active negligence or willful misconduct.

6.5.1. Duty to defend:
In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant’s cost or at City’s option, to reimburse City for its costs of defense, including reasonable attorney’s fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant’s negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City’s defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees, and costs of litigation.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of

agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information

provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or

modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY: Steve McClary
City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 226
FAX (310) 456-2760

CONSULTANT: Mary Egan, CEO
Municipal Resource Group,
LLC. "MRG"
8788 Elk Grove Blvd, Ste L
Elk Grove, C A95624

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials ME

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation

18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials MK

This Agreement is executed on _____, at Malibu, California, and effective as of October 23, 2023.

CONSULTANT:



MARY EGAN, Chief Executive Officer

CITY OF MALIBU:

STEVE UHRING, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk

(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

EXHIBIT A
SCOPE OF WORK

[PROPOSAL ATTACHED]

EXHIBIT B
PAYMENT SCHEDULE

Hours Per Month	Retainer Fee
12	\$2,700
16	\$3,600
20	\$4,500
30	\$6,750
40	\$9,000

MRG may incur minor costs and expenses in performing consulting services. Reimbursable expenses include but are not limited to; mileage reimbursement at the current IRS rate per mile, postage, document production costs, transcripts, parking, tolls, and travel accommodations (such as hotel and airfare) as needed, and electronic files (zip drive) as needed. All costs and expenses will be charged at MRG's cost. The invoice for this matter will include all costs and expenses incurred, in addition to the hourly fee.

Additional HR Professional Services, Coaching and Development, Custom Training, and Investigation services.

Effective January 1, 2023	Rate
Human Resources Professional Services/HR On Demand Services	\$225/hour
Coaching, Professional Development	\$250/hour
Mary Egan, Principal Consultant Professional Services	\$300/hour
Custom Training	Quoted
Investigative Services	\$325/hour
Technical Support	\$95
Mileage, Travel, Printing and Postage, etc.	At Cost

EXHIBIT C INSURANCE LANGUAGE

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the

performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.



July 7, 2023

Joseph Toney, Assistant City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

Subject: Request for Proposals for Human Resources Support Services and Review

Dear Mr. Toney:

Municipal Resource Group, LLC ("MRG") is pleased to submit this proposal to the City of Malibu ("City") to provide a review of Human Resources Support Services to streamline the departments processes.

We can support a variety of human resources or training requests. We have built our practice around helping clients rethink historic or bureaucratic practices and create new processes that align with their vision, and values, and are forward-thinking. We consider these engagements an opportunity to work with staff, to help them grow and develop. We are "no surprises" consultants and work with the leadership and other key stakeholders to define a path for desired outcomes, recommending programs and processes that reflect the City's mission, vision, and values.

Our team has provided similar ongoing services to client agencies including the cities of Walnut Creek, San Rafael, Palo Alto, Napa, Novato, Merced, Manteca, and Davis, Santa Clara Valley Water District, SolTrans, Yuba Water Agency, Oakland Housing Authority, Marin Housing Authority, as well as Solano County, Contra Costa Housing Authority, Cameron Park CSD, El Dorado CSD, and Alameda County Mosquito Abatement District. With more than 70 affiliated experts in every operational and organizational area, we can contribute to the success of your projects. MRG is a true full-service firm focused on your success.

Respectfully submitted,

Mary Egan
CEO
MRG
egan@solutions-mrg.com
916-261-7547



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Attachment A MRG Consultant Biographies

Attachment B MRG Brochure

MRG INFORMATION

The MRG team is a centralized resource for all Human Resources, staff development and organizational excellence needs. We can assess and improve HR functions including, but not limited to, professional development, training, succession planning, workplace investigations, organizational assessments and implementation plans, employee relations, mentoring and coaching, project management, recruitment, and selection. MRG team members have led successful transformational efforts in our client agencies and fully understand the real-world challenges they face in making meaningful and long-term changes.

Firm Name:	Municipal Resource Group, LLC (“MRG”)
Physical Address:	8788 Elk Grove Blvd., Suite L, Elk Grove, CA 95624
Mailing Address	PO Box 561, Wilton CA 95693
Website:	www.Solutions-MRG.com (866) 774-3222
Project Manager:	Patty Francisco
E-Mail:	pfrancisco@solutions-mrg.com
Telephone Number:	(949) 500-0436

MRG’s Consulting Philosophy

As a consulting firm, MRG brings talented consultants to assignments to meet clients’ needs. MRG differentiates its work based on the following principles.

Trusted Advisors

MRG prides itself on building long-term relationships with clients who turn to MRG for guidance and expertise. We work as “trusted advisors,” working directly with the leadership of organizations to help them manage their complex organizations and to adjust to change that is constantly knocking on the door.

Commitment to Public Service

We have also chosen to focus our work on local, regional & state agencies that are delivering public service to communities. We understand that our client’s work is important and impactful – and our goal is to help organizations do that work with more grace and better effectiveness and efficiency.

Partnership for Impact

As seasoned executive leaders ourselves, we have no interest in writing reports that sit on shelves or are not reality-based for action. MRG needs to work in a consultative partnership directly with management for organizational impact to occur. We see our role as true partners with the leadership team to work productively to help you find solutions for actionable impact in your organization.

Team of Management Practitioners + Executive Leadership Coach



Today's organizations require a robust understanding of people and teams, plus talented management, and leadership. The key to an organization's success is the integration of control, which creates value (efficiency, effectiveness, empowerment), and leadership which inspires change and a collective vision. By bringing a consultant team with management plus leadership coaching expertise, MRG can deliver tools, perspectives, and paradigms for the continued growth and support of an organization's leadership team.

Strategic Organizational Development

Organizations are complex, multi-faceted organisms that take time and strategy to develop and shape. While employees are focused on delivering services, there is "care and feeding" of the organization, structure, and systems that need to be done to support the workforce, mold culture, and deliver services/mission. MRG brings the deep organizational development and human resources experience to transform and help organizations continue to invest in their operations' strategic, and hands-on development.

MRG TEAM

Mary Egan is the Managing Partner who oversees our practice and provides high-level leadership for all our projects, as she would for this engagement with the City of Malibu. Our affiliated lead consultant who would primarily support the City's needs is Patty Francisco, who is a resident of the City of Malibu.

Mary Egan (CEO/Managing Partner) - Mary collaborates with organizations and their executive leadership, and in some cases appointed or elected Boards to achieve their full potential. Mary's specialties are facilitating performance evaluations and organizational analysis as well as coaching employers to address deficiencies and maximize their impact. She is a certified professional executive coach and uses these skills to help clients increase their level of performance and identify potential limiting blind spots. She also advises clients regarding investigations, employment-related risk mitigation, strategic planning, and interest-based problem resolution. Mary is a Certified Professional with the Society for Human Resources Management (SHRM) and is a founding member of the Association of Workplace Investigators (AWI).



Patty Francisco (Lead Consultant and Project Manager) - Patty has over 30 years of public sector human resources experience and is primarily responsible for the consulting practice in the Southern California region. Patty focuses on strategic human resources advice and counsel to help organizations achieve successful results. She provides expert consulting services on various HR functions including organizational strategy and staffing design, labor relations and MOU administration, employee benefits, training and professional development, classification, and compensation. Through collaboration and partnership with clients, Patty works well in identifying issues and offering meaningful recommendations to ensure sustainable outcomes.



Patty received her bachelor's degree in Public Administration from the University of Southern California, and then went on to earn her master's degree in Human Resources Design from Claremont Graduate University. Patty earned her Ph.D. in Organizational Leadership from The Chicago School of Professional Psychology. Her research focused on: *Informal Leaders: Linking Transformational Leadership, Psychological Empowerment and Personal Power*. Patty has taught graduate courses on *Individual Interviewing and Assessment* and *Talent Management and Succession Planning* at the Chicago School of Professional Psychology.

Cathy Capriola (Consultant) - Cathy Capriola is an experienced local government manager with 31 years of experience in the areas of general management, emergency management, organizational development, human resources, public information, community engagement, finance, information technology, and risk management. Cathy's key strengths are strategic planning, facilitation, team building, coaching, mentoring, and project management. Cathy is a strategic thinker with extensive experience managing complicated, time sensitive and high stakes projects for departments and elected officials ranging from emergency response and planning, organizational redesign, cannabis, financial sustainability, redevelopment dissolution, technology enhancements and numerous special initiatives and public policy issues.



Elizabeth "Liz" Chieko Brown (Consultant) - Liz has over 31 years of human resource experience in the public sector, serving Cities, Counties and Schools. Liz worked as the HR Director for the Cities of Santa Clara, Milpitas, and San Benito County. She served as the County of Monterey's HR Manager as well as City of Campbell. She has notable experience in strategic human resource planning, employee relations, labor relations, executive recruitment and selection, classification and compensation, state and federal law and policy. Since retiring Liz has been consulting as an HR professional, working on a number of HR Projects and enjoys interim HR Director roles.



Rumi Portillo (Consultant) - Rumi is a human resources professional, consultant and coach, with more than thirty years in public service. Rumi has worked extensively with industrial psychologists, attorneys, and medical professionals on complex and sensitive employment-related matters. Most recently, Rumi served as the Chief People Officer (CPO) for the City of Palo Alto, a fast-paced and high-demand municipal government employer in the epicenter of Silicon Valley. As CPO, Rumi oversaw recruitment, labor relations, benefits, compensation, training and organizational development, risk management, and health and safety. Prior to Palo Alto, Rumi served in human resources management for the cities of Los Gatos, Sunnyvale, and San Jose. Through her work with these agencies, Rumi is well established as a regional expert in the management of public safety personnel, including Police, Fire and 911 Emergency Dispatch.



Our partners and consultants have over three hundred years of combined experience working as executives and consultants, providing essential services and support to local, regional, and state government agencies. MRG prides itself in providing consulting services based on our hands-on experience in managing local, regional, and state governments as well as our experience in delivering products that meet and exceed our clients' expectations.

EXPERIENCE

Client name	Oakland Housing Authority
Type of Entity	Housing Authority
Project name	Human Resources Professional Consulting Services
Point of contact	Name Patricia Wells
	Title Executive Director
	Phone (510) 874-1512

Email pwells@oakha.org

Dates of service 3/29/2020 – 03/18/2022

Scope of services: Assist the Authority with Human Resources consulting, on an as-needed basis. Services included executive coaching, conflict resolution, risk mitigation, strategic planning, performance evaluations, organizational analysis, staff retreats, team-based problem solving, recruitment, professional development and training, and investigative services.

Results: MRG has successfully completed two executive recruitments, leadership training is complete with additional focused training requests underway, executive support and leadership coaching has assisted the ED in resolving management issues, and implementation of legislative workflow software is being evaluated.

Client name	City of Novato
Type of Entity	City
Project name	Organizational Assessment in HR Department
Point of contact	Name Jessica Deakyne
	Title Assistant City Manager
	Phone 415-899-8903
	Email jdeakyne@novato.org

Dates of service 02/04/2021-07/04/2021

Scope of services: MRG conducted a high-level assessment of the HR department's functions and organizational structure; identify processes needing improvement, restructuring, or adjustment; ascertain missing processes; and provide service delivery recommendations. The assessment focuses on recognizing the strengths within the HR Department as well as identifying areas where improvement could be made based on best practices and a desired culture of continuous improvement and HR excellence.

Results: HR consultants completed the HR assessment on time and assisted in the hiring of the new HR Manager. MRG provided Risk support and is currently developing the City's budget, the budget calendar, submission guidelines and providing reports for Council consideration.

Client name	City of Palo Alto
Type of Entity	City
Project name	Organizational Development Services
Point of contact	Name Ed Shikada
	Title City Manager
	Phone 650-329-2280
	Email ed.shikada@cityofpaloalto.org

Dates of service 03/04/2019-Current

Scope of services: The City-wide work plan is available for current functional analysis and recommending the effectiveness of City structures, operational efficiencies, and performance measures to ensure departments are operating at a high level of efficiency and effectiveness. MRG is

City of Malibu

contracted for Organizational Effectiveness Assessments and Implementation, Performance Management Development, Leadership Development, Succession Planning and Knowledge Transfer and Individual and Team Accountability, Rewards and Recognition.

Results: MRG has facilitated the Appointed Official's evaluations for over 7 years in time for compensation adjustments. The transportation support resulted in leadership advancement and readiness as well as project completion. Several investigations were completed timely. Executive support resulted in improved CMO communications. MRG has completed compensation and classification studies as needed for specific departmental needs.

REFERENCES

Bruce Moe, City Manager
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266
(310) 802-5053
bmoe@citymb.info

Dr. Kindon Meik, City Manager
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
kmeik@cityofcalabasas.com

Rebecca Redyk, Human Resources Director
City of El Segundo
350 Main Street
El Segundo, CA 90245
(310) 524-2335
rredyk@elsegundo.org

SCOPE OF WORK

MRG proposes to work with City Staff and other key stakeholders to review and assist with the organizational strategies of current Human Resource processes and provide streamlining recommendations. Organized into seven departments and 110 employees, the City offers services ranging from public works, planning, management, and administrative services, as well as community services and environmental sustainability – all of which directly benefit the City of Malibu's 10,600 residents and over 15 million annual visitors. We can assist with virtually any Human Resources issue including policy review and updates, compensation and classification studies, workplace investigations, staff development programs, training, and coaching. MRG team members have led successful Human Resources efforts and fully understand the real-world challenges agencies face.

We are flexible. If our project's core team does not include the technical experience of a department, we will augment the team as needed. We can easily zero-in on a particular service or function.

We have a strong bias toward creating a sustainable organization versus one supported by consultants. Toward this end, we would promote consultants working with staff and not exclusively working for staff.

Serving as a trusted advisor to HR and executive leadership, MRG Consultant Patty Francisco provides guidance from simple to more complex HR issues on a regular basis. With further review and research, Patty assists organizations in determining which concerns are escalated for legal review.

Human Resource Support Services (Monthly)

MRG will provide Human Resources support and services as needed for the City. The following list illustrates the types of services to be included in the monthly retainer arrangement:

- Organizational Strategy
 - Review and develop effective workforce and succession strategies.
 - Provide recommendations and strategies on best practices for development of revised and/or new processes, programs, and practices on HR matters.
 - Conduct review and implement organizational change initiatives.
 - Develop programs for effective employee engagement strategies.
 - Review existing employee performance management processes and offer recommendations.
- Recruitment, Testing and Selection
 - Conduct job and needs analysis, identify and document essential job functions and duties for each job classification, analyzing data and develop new, compliant job descriptions and related application materials, if necessary.
 - Executive Search for key positions that merit this focus.
 - Review current testing processes, recommend new developments and administration.
- Training and Development
 - Develop training programs. MRG would work with City Staff to determine the training or trainings that would best suit the needs of the City of Malibu.
 - Coach individual employees or groups.
 - Develop programs for effective Leadership strategies.
- Technology and Systems Implementation
 - Provide guidance and recommendations to City Staff on HR Module of ERP, as needed.
 - Conduct review of current Digitization processes and offer recommendations to revise or implement new processes.

COMPLIANCE

MRG and its Consultants shall comply with the California Labor Code pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; State of California Prevailing Wage Rates, and the City of Malibu's Minimum Wage Ordinance, respectively.

LITIGATION

MRG does not have any past, current, or pending litigation.

FEES

MRG uses a variety of processes to ensure effective project communications and project management. If preferred by the client, MRG will conduct regular project meetings, in person or via conference/video call, and/or distribute a regular project report. We work cooperatively with the leadership and other stakeholders to incorporate the values, vision, and mission of the greater organization.

City of Malibu

The HR On Demand Services will be invoiced on a monthly basis for the tiered retainer amount. MRG will invoice at the rate of \$225 an hour for HR Services as described below.

Retainer fees and hours may be reviewed and adjusted accordingly after 90 days following contract initiation.

Hours Per Month	Retainer Fee
12	\$2,700
16	\$3,600
20	\$4,500
30	\$6,750
40	\$9,000

MRG may incur minor costs and expenses in performing consulting services. Reimbursable expenses include but are not limited to; mileage reimbursement at the current IRS rate per mile, postage, document production costs, transcripts, parking, tolls, and travel accommodations (such as hotel and airfare) as needed, and electronic files (zip drive) as needed. All costs and expenses will be charged at MRG's cost. The invoice for this matter will include all costs and expenses incurred, in addition to the hourly fee.

Additional HR Professional Services, Coaching and Development, Custom Training, and Investigation services.

<i>Effective January 1, 2023</i>	<i>Rate</i>
Human Resources Professional Services/HR On Demand Services	\$225/hour
Coaching, Professional Development	\$250/hour
Mary Egan, Principal Consultant Professional Services	\$300/hour
Custom Training	quoted
Investigative Services	\$325/hour
Technical Support	\$95
Mileage, Travel, Printing and Postage, etc.	At cost

TIMELINE

MRG will be available within 24 hours of a request. Timelines are dependent on projects and will be determined at the time of scoping.

At all times during this project engagement, MRG will be an independent contractor. Both agencies confirm the specialized services are distinct from tasks customarily performed by the Agency. The services of consultant specifically do not include hiring, firing, or supervising of any Agency personnel. Also, Consultant shall not have contracted or signing authority or act in the position of a Director or represent a management position at commission, Board or Council meetings.

www.Solutions-MRG.com

Mary Egan – Chief Executive Officer

MUNICIPAL RESOURCE GROUP, LLC

Telephone: (916) 261-7547

egan@solutions-mrg.com

Mary is highly skilled at Executive Coaching, Workplace Investigation, and Conflict Resolution and often uses those skills, along with her considerable experience, when advising her clients regarding employment related risk mitigation, strategic planning and interest-based problem resolution. Mary's specialties are assisting governing boards and government leaders with executive level performance evaluations, organizational problem analysis and skillful resolution, as well as coaching key employers to address deficiencies and maximize organizational impact.



As a Private Investigator licensed by the State of California, Mary has handled hundreds of workplace investigations for both private sector and public employers on all types of employment matters over the last several years, including claims of discrimination, harassment, retaliation, whistle blowing, substance abuse, threats of violence, assault, theft, fraud, violations of company policies, wage and hour violations, and other forms of alleged misconduct. Mary is experienced in testifying during administrative and judicial proceedings regarding completed investigations and provides expert testimony on the adequacy of workplace investigations, human resource practices and public sector employment standards and expectations. She is also qualified as an expert in State Court on the adequacy of investigations.

Mary's commitment to and passion for improving the quality of workplace investigations nationwide is demonstrated by her role with the Association of Workplace Investigators (AWI, formerly, California Association of Workplace Investigators). She is a founding member of AWI, formed in October 2009 and spent four years developing the AWI's published standards for workplace investigations and serving as a faculty member at the Workplace Investigation Institute.

In addition to investigations and expert testimony, Mary facilitates staff retreats, team based problem solving and labor management committees, works with elected boards to define the performance expectations of their key managers, serves as a neutral fact finder in resolution of employer/employee issues.

Prior to joining MRG, Mary held key positions with both the City of Sacramento, and the City of San Jose, where she was the Employee Relations Officer and Chief Negotiator. While with Shannon Associates, Mary managed recruitments for high-level appointed executives, as well as complex HR assessments for large and complex clients. She continued her consulting services with high-profile clients after starting her own firm in 2001 and maintains long-term relationships with cities and counties in California. Mary is a recognized expert in municipal government interest arbitration.

In addition to her significant field experience with major clients, Mary earned a Bachelor of Science degree in Applied Behavioral Sciences from the University of California, Davis, where she was named "Outstanding Female Graduate," and a Master of Public Administration (MPA) degree from San Francisco State University. Mary is a founding member of the California Association of Workplace Investigators (CAOWI), participating as Chairperson of the Legislation Committee and member of the Best Practices Committee.

Mary is a frequent presenter at conferences, seminars and meetings of several professional organizations, including the League of California Cities, the International Public Management Association (IPMA), the California Public Employers Labor Relations Association (CALPELRA), the Municipal Management Assistants of Northern California (MMANC), and the California State Association of Counties (CSAC). She serves as external advisor to the California Democratic Party working group on sexual and racial harassment and misconduct. In 2018, Mary was recognized by the Sacramento Business Journal as a recipient of the Women Who Mean Business award.



Main Office
P. O. Box 561
Wilton, CA 95693

(866) 774-3222

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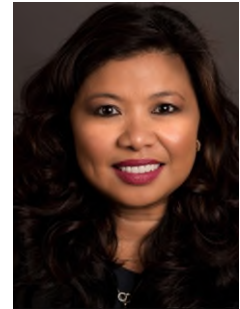
Patty Francisco, Ph.D. – Human Resources Consultant

MUNICIPAL RESOURCE GROUP, LLC

Telephone: (949) 500-0436

pfrancisco@solutions-mrg.com

Patty Francisco focuses on strategic human resources advice and counsel to help organizations achieve successful results. Through collaboration and partnership with clients, Patty works well in identifying issues and offering meaningful recommendations to ensure sustainable outcomes. Based on the foundation of developing strong relationships and reliance on expert knowledge, Patty thrives in maintaining the balance in advocating for both employee and management to ensure that the overall best interest of the organization serves as its cornerstone. Patty is very skilled at addressing and resolving workplace conflict, addressing areas for personal and executive development, and leaving workplaces with positive outcomes. She takes pride in her efforts to inspire, coach, motivate and mentor employees, management, and executives.



Her proven leadership skills coupled with her extensive and progressive human resources experience, allows her the ability to provide expert counsel and advice on various HR functions including: organizational strategy and staffing design, employee relations, performance management and disciplinary review and guidance, labor relations and MOU administration, employee benefits, training (AB1825) and organizational development, classification and compensation, and individual and team-based coaching.

Patty has over 30 years of public sector human resources experience and is primarily responsible for the consulting practice in the Southern California region. She is experienced in leading public agencies such as the Metropolitan Water District of Southern California (MWD), the Community Redevelopment Agency for the City of Los Angeles (CRA/LA) and the Southern California Regional Rail Authority/Metrolink.

Patty received her Bachelor's degree in Public Administration from the University of Southern California, and then went on to earn her Master's degree in Human Resources Design from Claremont Graduate University. Patty earned her Ph.D. in Organizational Leadership from The Chicago School of Professional Psychology. Her research focused on Informal Leaders: Linking Transformational Leadership, Psychological Empowerment, and Personal Power.



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P. O. Box 561
Wilton, CA 95693

(866) 774-3222

Visit us at: www.Solutions-MRG.com

Sacramento Area

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Los Angeles Area

Cathy Capriola – Organizational Development and Management Services

MUNICIPAL RESOURCE GROUP, LLC

Telephone: (916) 257-3287

capriola.consulting@outlook.com

Cathy Capriola is an experienced local government consultant with 31 years of experience in the areas of general management, emergency management, organizational development, human resources, public information, community engagement, finance, information technology, and risk management. Cathy's key strengths are strategic planning, facilitation, team building, coaching, mentoring, and project management. Cathy is a strategic thinker with extensive experience managing complicated, time sensitive and high stakes projects for departments and elected officials.



As a developer of people and organizations, Cathy enjoys delivering best practices, new systems, and innovation. With a strategic entrepreneurial lens, Cathy has the ability to see enhanced levels of service delivery and to drive initiatives to reach the next level. She has extensive experience managing human resource operations, classification, and compensation, and developing financial strategies and strategy for labor negotiations.

Prior to affiliating with MRG, Cathy was the City Manager for the City of Sonoma and served as Emergency Services Director through numerous fires, floods, windstorms, and the COVID-19 pandemic while upgrading the City's emergency preparedness, community response, and systems. In recognition of these efforts, the City received Sonoma County's "Louis Pete Peterka Emergency Management Award" for outstanding commitment to emergency management. Cathy also led major improvements to the City's financial systems and resources including three successful revenue measures.

In other prior civic experience, Cathy oversaw large initiatives including:

- Dissolution of a Redevelopment Department
- Passage of two sales tax revenue measures
- Creation of in-house IT and Police Departments
- Fire consolidation studies
- Organization audits and redesign
- Cannabis policy development and implementation
- Environmental sustainability
- Affordable housing and local living minimum wage

Cathy earned a Bachelor of Science (BS) degree in Communication / Management from UC Davis in 1986 followed by a Master's in Public and Private Management (MPPM) from Yale University in 1992. She was also a Coro Foundation "Fellow in Public Affairs" in San Francisco. Cathy is a graduate of the "New and Future City Managers Seminar" and the "UC Berkeley Executive Forum".



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P. O. Box 561
Wilton, CA 95693

(866) 774-3222

Visit us at: www.Solutions-MRG.com

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Liz Brown – Human Resources

MUNICIPAL RESOURCE GROUP, LLC

Telephone: (408) 482-7713

Lizbrown.hrconsulting@gmail.com

Elizabeth “Liz” Chieko Brown is an experienced executive-level Human Resources consultant with over 31 years serving Cities, Counties and Schools. Liz worked as the HR Director for the Cities of Santa Clara and Milpitas and in the County of San Benito. Her expertise in human resources project management, updating policies and procedures, organizational assessments, coaching and oversight, and experience in serving as an HRIS implementation liaison between departments will provide client agencies with high-level professional support. She served as the County of Monterey’s HR Manager as well as for the City of Campbell. Since retiring from the City of Santa Clara, Liz has been consulting as an HR professional working on a number of projects and interim positions.



Liz not only enjoys engaging with her peers in developing people and contributing towards the next generation. Her passion is working and overseeing projects in collaboration with others to achieve a common goal or purpose. She also believes in volunteering and staying active in the community she lives in. She has notable experience in strategic human resource planning, employee relations, labor relations, executive recruitment and selection, classification and compensation, state and federal law and policy.

She is a Certified Human Resources Professional through International Public Management Association for Human Resources (IPMA), has earned a Certification on Interest Based Bargaining (IBB) from Harvard University, and she is a graduate of Leadership Gilroy 2002.

She has worked and served as a panel member on a number of Santa Clara County Human Resource committees including the Santa Clara County Leadership Committee, the Santa Clara (SC) and San Mateo (SM) Counties Joint Next Generation Committee and a guest speaker on the topic of Labor Relations at CalPELRA. Liz has received a commendation from the City of San Jose for participating on the Stanford Design Lab Project, collaborating between private, public and social sectors, to assist departments and public agencies on important initiatives and projects through Silicon Valley Talent Partnership.

She holds a Master of Arts Degree in Leadership from Saint Mary’s College of California and a Bachelor of Science Degree in Business Administration with a concentration in Human Resources from San Jose State University.

In the January/February 2016 issue of *Public Management* magazine Liz had co-authored an article titled “Policing the 2016 Super Bowl Stadium, Santa Clara Has it Under Control” by Elizabeth Brown and Police Chief Michael Sellers.



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P. O. Box 561
Wilton, CA 95693

(866) 774-3222

Visit us at: www.Solutions-MRG.com

Sacramento Area

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Los Angeles Area

Rumi Portillo – Human Resources and Coaching

MUNICIPAL RESOURCE GROUP, LLC

Telephone: (408) 966-8734

rumiportillo@gmail.com

Rumi Portillo is a human resources professional, consultant, and executive coach, with more than thirty years in public service. Rumi has worked extensively with industrial psychologists, attorneys, and medical professionals on complex and sensitive employment-related matters. Prior to becoming an independent consultant, Rumi served as the Chief People Officer (CPO) for the City of Palo Alto, a fast-paced and high-demand municipal government employer in the epicenter of Silicon Valley. As CPO, Rumi oversaw recruitment, labor and employee relations, benefits, compensation, training, organizational development, risk management, and health and safety.

Prior to her role in Palo Alto, Rumi served in human resources management for the cities of Los Gatos, Sunnyvale, and San Jose. Through her work with these agencies, Rumi became a regional expert in municipal employment matters, with a special focus on public safety, including Police, Fire, and 911 Emergency Dispatch. Rumi is also a trained negotiator with many years of experience developing and executing labor strategies.

Rumi is certified in Mindfulness, Compassion and Resiliency from the Stanford Compassion Institute and UC San Diego Center for Mindfulness. She is currently immersed in emerging studies related to recognizing and treating work trauma. Rumi has presented at numerous conferences, workshops and MBA/MPA programs, with a focus on employment best practices and workplace diversity, equity, inclusion and belonging (DEIB).



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Wilton, CA 95693

(866) 774-3222

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MRG partners with 300+ clients, a broad range of public and private sector entities, to provide innovative and transformational solutions to leadership, governance, human resources, financial management and other complex organizational challenges.

focus

- Workplace Investigations
- Human Resources Services
- CEO Evaluations
- Training & Coaching
- Board Governance
- Financial Management
- Project Management
- Economic Development
- Parks & Recreation
- Public Safety
- Health & Human Services
- Organizational Audits
- Strategic Solutions
- Community Development and Planning

services

"...[MRG provides] a comprehensive approach and innovative solutions to resolve workplace disputes. Employers—both public and private—can benefit from MRG's practical and skilled conflict resolution services."

– **Deborah Maddux**
Van Demyden Maddux Law Corp.

"Your steady, results-oriented approach brought us to a resolution in a year of unprecedented change for our organization."

– **Curt Aikens**
General Manager,
Yuba County Water Agency

"Good meeting yesterday. It could have been crazy, but with YOUR leadership, it was nothing. I would like to thank you again for the calm and productive meeting."

– **Trustee Davis**
Fresno Unified School District

results

300+ clients

Public Agencies + Private Sector clients depend on MRG for innovative, practical solutions.

PUBLIC AGENCIES:

Municipalities of all sizes	Infrastructure Agencies	Fire Professional Organizations
Counties	Utility Districts	County Fair Bureaus
Governmental Associations	Construction Authorities	Vector Control Districts
Water Districts	Parks Departments	Pension Programs
Reclamation Districts	Professional Teacher Organizations	Risk Management Authorities
School Districts	Universities & Colleges	Food & Agriculture Departments
Fire Protection Districts	Community Services Districts	Conservation Districts & Habitat Conservancies
Transit Agencies	Development Agencies	
Human Resource Departments	Wastewater/Sewer Departments	
Public Safety Departments	County Coalitions	
Library Networks	Resource Agencies	
Chambers of Commerce	Communications Authorities	
County & Municipal Courts	Irrigation Districts	
Community Resource Projects	Healthcare Agencies	
College Districts	Housing Authorities	
LAFCOs		

PRIVATE SECTOR CLIENTS:

- Law Firms
- Non-Profit Organizations
- Development Companies
- Communications Corporations
- Engineering Firms
- Risk Service Groups
- Property Management Corporations
- Medical Centers
- Preservation Groups
- Family Resource Organizations
- Health Care Networks
- Farm Credit Bureaus
- Car Dealerships
- Insurance Providers
- Fortune 500 Corporations
- Finance Firms
- Labor Unions

Ask how **MRG** can become *your* Workplace Solution Partner.





Training & Executive Coaching SERVICES

MRG collaborates with your agency to design **Training & Executive Coaching** solutions that deliver results. Our highly qualified consultants bring years of experience and diverse expertise to guiding employees—*of all organizational levels*—towards expanded professional abilities. We offer **training services** that are team-based, focused, and directed towards common goals, and **executive coaching sessions** that are personalized, one-on-one interactions with a longtime professional.

COACHING

Coaching by an MRG consultant is a game-changer. Personal, one-on-one conversations scheduled regularly are designed to work through challenges, set goals and grow professionally. Count on MRG for coaching that has your leaders reaching their personal potential and performing at their highest level, with all the benefits great leaders deliver.

TRAINING

MRG training sessions are highly customizable user-oriented events, centered around a specific theme or topic. Programs vary in length and schedule based on customer needs/curriculum; duration can be short as one half-day to easily implemented, once-a-month sessions occurring over a year. Courses can be held in-person, online or hybrid and are perfect for teams looking to gain new skills, communicate/collaborate more effectively, or repair dysfunction.

TRAINING COURSES

Implement improvements faster and more efficiently with Training Courses in which a whole department, team, or cohort can enroll. Exponential benefits arrive from multiple stakeholders learning better communication skills, process improvements and management techniques all at once.

LX EVOLVE | A comprehensive leadership course developed by MRG and Claire Laughlin covering topics like **Building Credibility as a Leader, Managing Conflict, Prioritizing, Planning, & Goal Setting**, and more. An essential playbook of leadership strategies complete with opportunities to network, trouble shoot and gain valuable feedback.

Building a High-Trust Workplace | A course building critical group dynamic and communication skills—how to strengthen bonds to improve the workplace atmosphere, engagement, creativity and resiliency. *One of our most popular programs.*

Coaching for Excellence | A program designed by Claire Laughlin to improve leadership abilities through a coaching style of management. Regardless of skill level, a coaching style of management benefits both employee and organization while delivering surprising results in performance management or succession planning. *Some agencies prefer this as an alternative to traditional annual evaluations.*

Employee retention

Management skill improvement

Goal setting

Innovative, creative problem solving

Accountability

Trust in the Workplace

Addressing conflict

Prioritization

Succession planning

Decision-making

Process improvement

Career advancement

Institutional knowledge

Increased productivity

Engagement, dedication & commitment

Facing change with resiliency

Streamlining meetings

Productive feedback

Coaching style of management



Training & Executive Coaching TEAM

MRG's executive level coaches deliver the dual benefits of expert coaching skills plus years of public service experience. A Parks & Recreation leadership coach can request a seasoned Parks & Recreation coach for experience specific to that field. We've got a coach that's a perfect match for you career and aspirations.

Mary Egan is a Certified Executive Leadership Coach who specializes in working with chief executives and elected / appointed Boards to build leadership competencies and improve organizational effectiveness. Mary brings extensive public & private sector experience to her work with new and seasoned leaders to identify areas for professional and personal growth—as well as opportunities for strategic alignment with Council, organizational mission statements, and governance

Lisa Alessi is a leadership coach, career strategist and change agent. She uses the Enneagram and other psychological evaluations to improve personal leadership and team cohesion in the workplace, maximize effective communication and resolve historical tensions. Lisa is a certified coach with the Martha Beck Coaching Program, a senior member of the Enneagram in the Workplace, a certified practitioner in The Leadership Circle 360 Assessment and a practitioner of Appreciative Inquiry and Conversation Worth Having.

Cathy Capriola has spent 30 years as a developer of people and cities. Cathy's career as a Department Head, Assistant City Manager and City Manager provides context and understanding that enable her to help executives navigate new roles and work complexity. As a coach and mentor, Cathy sees the potential in people and the steps to move them forward. Her passion is to support the leadership development of women executives to increase the presence of women at all levels of local government.

Claire Laughlin is an expert in her craft, with a Masters in Communication and over 25 years' experience in training. Claire's leadership development programs are the backbone of MRG's training department and are relevant to all levels of professional development. Claire is a certified facilitator for Working Genius from the Table Group, Leadership Challenge and LPI, Technology of Participation and Appreciative Inquiry.

Nancy Kaiser excels in assessing the needs of individuals and groups alike and creating plans that realize those goals in a timely and effective manner. She has over 30 years of experience in providing parks and recreation services, leadership and staff mentoring. Nancy focuses her executive coaching efforts on career and leadership strategy, enhancing team dynamics and maximizing strengths in Recreation leadership roles. Her assessment outcomes ensure staff has the support and resources they need to be successful not only as an organization but as an individual.

Marie Knight is a certified coach, teacher, trainer, and speaker with the John Maxwell Team. She is a certified behavioral specialist in the John Maxwell DISC method and has spent over 35 years building teams and coaching leaders. Marie has a proven track record of creating High Performing Teams. The focus of her professional services is developing the greatest asset of organizations – people.

Invest in your most valuable asset: personnel.

MRG's Training & Coaching services deliver 360 degree benefits—employees feel valued through investment in their knowledge and capabilities; organizational culture benefits; heightened workplace efficiency and productivity deliver better service and bottom line.

Training & Coaching provides a return on investment you can count on.



Training & Executive Coaching TEAM

MRG's team of coaches bring to their work experience a broad array of successful and well-known methods, processes, assessments, tools and practices. MRG matches client and situation with the consultants and programs that, together, deliver optimal results.

Pamela Miller has spent over 38 years focused on developing leaders and facilitating change management in organizations. She is an effective trainer, coach and facilitator. Her passion for talent development and local government enable her to develop all levels of staff, teams and elected officials. She is an Everything DiSC® certified practitioner as well as certified in the delivery of Success Signals, designed to focus on understanding and developing communication styles.

Rick Otto uses his 32+ years of experience in local government leadership to develop and mentor staff. His customer-centric and strategic approaches to management are key factors to his organizational development success. He understands the challenges facing today's leaders as he has navigated recessions, the pandemic, periods of political transition, and local emergencies. Rick's compassionate, collaborative, and results-oriented leadership style allows him to create and foster a positive work environment and forge excellent working relationships.

Theresa Phillips is a Certified Professional Coach and a trained Mediator and Conflict Resolution coach from the Center for Understanding in Conflict and Community Boards. She holds a PHR certification and is a graduate of the Association of Workplace Investigators Training Institute. Her deep HR knowledge and investigative skills enable her to provide clients with a unique perspective in coaching and performance management. Theresa's effectiveness in producing positive outcomes is due to her professional and personable approach to workplace conflicts.

Dan Rich is a former City Manager who uses his own experience and personally-developed curriculum to train newly promoted managers and department heads. Utilizing his strengths in strategic planning, organizational development and land use—as well as extensive involvement in financial

management, personnel and policy analysis—he helps forge consensus and avoid political roadblocks to move forward. Dan has been involved with career development and coaching efforts of young professionals for over a decade.

Rhiannon Surrenda is a dynamic certified trainer who brings her enthusiasm and passion for empowering others to every engagement. She works with executives, teams, individuals, and entrepreneurs from a wide range of industries to help them succeed in their professional and personal development goals. Rhiannon is a certified facilitator of True Colors® and several other leadership training programs.

Brian Uhler is a public safety professional with a keen focus for peaceful resolution and a proven ability in management and labor relations. He is certified by the San Francisco Bar Association in alternative dispute resolution and mediation. His extensive background and training across several sectors synthesize into an ability to assist agencies with a variety of organizational improvement.

Yolanda Underwood is a leadership coach and trainer with a focus on performance management both at the individual and organizational levels. Her expertise and passion in teaching Effective Communication, Building Trust, developing Emotional Intelligence and creating High-Performance Teams builds positive and productive cultures for her client agencies.

Helena Williams leverages her career and leadership positions in law enforcement to develop and mentor emerging managers and women leaders. Her numerous completed training programs through the CHP and Naval Postgraduate Executive Leaders Program provides her clients with solid expertise in relevant, enriching leadership development through coaching, mentoring, and building a strong management team and culture.



Investigative Services

"The (investigation) report is very thorough, addressing nuances and discrepancies in a clear manner. Thank you, MRG, for exceptional effort and work throughout this challenging investigation."

-Attorney Client

MRG's investigative consultants have broad experience in workplace investigations including POBOR, FBOR, harassment, discrimination, and other employment-related complaints. Our investigative expertise and reporting is known for:

- Consistency, effectiveness, and efficiency
- Mitigation of risk by following a consistent practice in prescribed protocols
- Establishment of greater trust and credibility in management

Investigations have become a key component to an organization's credibility. Employers must demonstrate that they take complaints seriously and respond accordingly. **MRG's investigative expertise results in clearly articulated issues that help address conflict, repair relationships, and provide insight for workplace culture improvements.**

MRG INVESTIGATIONS TEAM



Mary Egan, PI

MRG Founding Partner
Qualified Manager

AWI Founding Member,
Board of Directors
AWI – former Legislative Chairperson

Robert Brown, PI

Qualified Manager
Former CA Highway Patrol Sergeant
with 27 years of investigative,
tactical & security experience
including POBOR/FBOR

Rudy Escalante, PI

Qualified Manager
FBI National Academy graduate
Master's Degree in Public Admin
CA Police Chiefs Association Law
Committee
Former Law Enforcement

Fred Deltorchio, JD

Teaches Police Liability & Harassment
Prevention
Former Law Enforcement, Police Chief
& City Manager

Michelle Fitzer, PI

Experienced in EEOC filings,
FLSA suits & disciplinary matters
Also licensed in WA State
Former HR Director & City Manager

Ren Nosky, JD

General Counsel for special districts
and public agencies
Title IX Certified
Former City Attorney

Theresa Phillips, PI

Qualified Manager
HR Investigation Specialist
Investigation Workflow Analysis
AWI Member
Certified Professional Coach
Experience in healthcare &
high-tech industries

Eric Rozenoff, PI

Qualified Manager
Developed Advanced Safety
Officer Program
Governor's Employee Safety Award
recipient
Former Law Enforcement

Lisa Sullivan, PI

Qualified Manager
CA POST Certified Background
Investigator
Title V and Title IX certified
AWI Member
Former HR and Administrative
Services Director

Martha Wilson, JD

Law school Professor &
Director of Institutional Research
Trained in Advanced Mediation
Practices
Former Deputy County Counsel
Former HR Director (SPHR)