



230 S. STERLING DRIVE, SUITE 100, MOUNTAIN HOUSE, CA 95391
(209) 831-2300 • (209) 831-5610 FAX

CONSULTANT AGREEMENT

CONTRACT ID # 00538

DATE: April 27, 2020

PARTIES:	MHCSD:	Mountain House Community Services District 251 E. Main Street Mountain House, CA 95391
	CONSULTANT:	Sloan Sakai Yeung & Wong LLP Management Strategies Group 555 Capitol Mall Suite 600 Sacramento, Ca 95814

The Parties agree as follows:

1. Priority of Documents:

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.
- B. CONSULTANT'S Proposal dated April 23, 2020.

2. Scope of Professional Services:

CONSULTANT agrees to Conduct Assessment of the District's Risk Management Program, per attached Scope of Service ("Work").

3. Term of Agreement:

This Agreement shall commence on the date of execution by the MHCS D General Manager, and continue until August 31, 2020, 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 \$21,970 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 MHCS D.

7. Invoicing:

CONSULTANT shall submit one original and one copy of each invoice to: MHCS D, 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 MHCS D. 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 MHCS D. The CONSULTANT shall not have any claim under this Agreement or otherwise against MHCS D 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. MHCS D 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 MHCS D. 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 MHCS D. 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 MHCS D, 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 MHCS D'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, MHCS D 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 MHCS D's alleged negligence, or wrongful acts related to or in connection with MHCS D's performance of duties under the terms and conditions of this Agreement.

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, MHCS D and CONSULTANT have executed this Agreement on the day and year first written above.

Consultant

By: _____

Consultant

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

By: _____

Steven J. Pinkerton
General Manager

ATTACHMENT B

Management Strategies Group

SLOAN SAKAI YEUNG & WONG LLP

Bob Deis
707-478-2230
bdeis@mgmt-strategies.com

April 23, 2020

Via E-mail

Steve Pinkerton
General Manager
Mountain House Community Service District
251 E Main Street
Mountain House, CA 95391

Re: Proposal to Conduct Assessment of the District's Risk Management Program

Dear Mr. Pinkerton:

The Management Strategies Group (MSG), a consulting division of the Sloan Sakai Yeung Wong LLP law firm (SSYW), is pleased to provide you with this proposal to complete a two-phased project that does the following:

Risk Management Assessment

- 1) Assess all District activities that are associated with creating or managing risk; and
- 2) Produce a comprehensive report that summarizes what we observed and list recommendations that will lead to a professionally managed Risk Management program. Our recommendations will commensurate with the District's size, mission and capacity, but anticipates expansion of services and programs over time.

This proposal is hopefully responsive to our recent conversations with your budgetary and contractual constraints.

Before describing our suggested approach on this project, we would like to tell you more about MSG and the SSYW law firm.

Sloan Sakai Yeung Wong LLP (SSYW) and Management Strategies Group (MSG)

SSYW was previously named Renne Sloan Holtzman Sakai—Public Law Group LLP until March of 2018. The Firm focuses on advising and representing public agencies, including public schools and colleges, the State of California, cities, counties, special districts, joint powers authorities and non-profits. Our commitment is not solely to the organization we represent as your attorney; it is to the vitality and sustainability of public agencies as a whole.

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1220 Seventh Street, Suite 300 Berkeley, CA 94710 O: 510.995.5800 F: 415.678.3838 mgmt-strategies.com

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Mountain House, CA 95391

April 23, 2020

Page 2

The challenges that agencies face is complex, and the Firm learned many years ago that legal advice is only a small part of the solution. We recognize the public agency's challenge is developing and marshaling the newest ideas, making those ideas a reality, and reforming the ways that public agencies conduct business. It is about getting ahead of issues and avoiding the need for attorneys. For these reasons, we created the consulting division (now called Management Strategies Group) soon after establishing the law firm back in 2004.

We currently have 17 highly qualified non-attorney consultants and are growing rapidly. Our consultants are all experienced practitioners, most of whom have been in the shoes of public or non-profit agency senior management. Their disciplines include: finance, human resources, organization development, labor relations, risk management, operational specialties typically found in public agencies (Police, Fire, Community Development, etc.) and executive support for non-profit and public agencies. Our consultants enable us to offer "wrap around" services—proposing various solutions that can reasonably be executed, and then assist in the hard work of enacting a chosen solution.

Our consultants offer a balance of perspectives with a practitioner's bias and a proven track record. Each of our projects is tailored to the unique needs of each client, and we have a deep understanding of the public agency environment. We have proven ourselves capable of delivering quality, actionable work products to our clients. The work we do is not an academic exercise; it is grounded in the real world of public sector accountability, customer service, providing great services at a defensible price, and producing better outcomes for the users and stakeholders of the Mountain House Community Services District.

Some of the specific areas where our consultants can aid our clients include:

- **Human Resource (HR) Support:** This includes assessing the complex array of systems and processes to ensure compliance with state and federal law and local agency policy. It also ensures the right people are hired, supported and developed to satisfy the agency's mission and strategic goals.
- **Organizational Development:** Helps clients diagnose team and organizational norms and develop/implement specific plans to improve teamwork and organizational cultures around good governance, high professional standards and performance.
- **Financial Planning, Budgeting and Analysis:** Assists clients in analyzing their finances and planning for both a sustainable agency and the effective use of public resources.
- **Performance Management:** Encompassing a wide range of management tools including: performance measurement, process management and employee performance evaluations.

Management Strategies Group

SLOAN SAKAI YEUNG & WONG LLP

Mountain House, CA 95391

April 23, 2020

Page 3

- **Strategic and Business Planning:** This can be a transformational tool to get consensus on the long-term goals of the agency and develop specific plans to achieve those goals. It can include facilitating governing body or community goal setting.
- **Sharing, Consolidating and Contracting of Services:** Offers a more efficient way to provide services but requires good cost analysis and contract management. We can assess or help create new joint powers authorities or other consortiums to save money and improve outcomes.
- **Organizational Assessments:** Analyzes organizational performance and practices vis-à-vis best management practices. Identifies improvements to an operation's efficiency, accountability and effectiveness.
- **Crisis or Change Management:** Partnering with chief executives and governing bodies to trouble shoot, strategize and possibly implement difficult transitions or tackling intransigent problems.
- **Risk Management:** We can provide risk assessments, help you tune up or even create a new professional risk management program, troubleshoot high liability areas, and almost always save you money.

A Unique Project Team

We have formed a unique team that fills the risk management niche and is very hard to replicate by others. Our team has familiarity with California public agencies and their operating environment; many years of expertise actually managing high-performing risk management programs in cities, counties, state and other public agencies; and success in managing, assessing, recommending and actually transforming parts or entire public agencies. **Bonnie Kolesar**, our risk management expert, will be the primary subject matter resource who will be supported by me, the Managing Consultant of MSG. Ms. Kolesar has experience with and is likely known within your risk pool Joint Powers Authority (JPA). This has helped our other clients when navigating audits, JPA relations, etc. I provide the executive perspectives in the project.

Ms. Kolesar was the Risk Manager for Solano County. She was the gubernatorial appointee as Assistant Secretary of Risk Management at the California Department of Corrections and Rehabilitation (CDCR). She was charged with designing and implementing a comprehensive risk management program. Her biography is attached for your review.

As their first Risk Manager, CDCR experienced massive savings due to her leadership. She has the requisite District programmatic orientation that can only be acquired by her experience in

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SLOAN SAKAI YEUNG & WONG LLP

Mountain House, CA 95391

April 23, 2020

Page 4

Fairfield, Solano County, the State of California and her growing consulting practice. Since becoming a consultant in 2017, she has advised local agencies, our consultants and attorneys on various risk-related matters. She recently completed a long assignment where she created a comprehensive Risk Management program for the City of Vallejo. A key part of her effort included a similar assessment but also a strategic and detailed implementation plan. She also successfully transitioned Vallejo's general liability excess coverage to a new JPA in order to address an insurance coverage crisis. She assisted with the identification, bid process and transition related to a new general liability Third Party Administrator (TPA). She identified safety consultants and loss prevention assistance to help rebuild the safety program in a cost-effective manner. She updated and created new policies. She was also asked to assist in the recruitment, selection and mentoring the new Risk Manager and through the roll-out of the Implementation Plan.

Ms. Kolesar recently completed the assessment of the City of Modesto's Risk Management program and is assisting with the recruitment and selection of its next risk manager. She is now in the process of reviewing the County of Fresno's Risk Management program.

Ms. Kolesar has served as President of the Public Agency Risk Managers Association, and on the Advisory Committee for the Division of Industrial Relations Commission on Health and Safety and Workers Compensation. She holds her Bachelor of Arts degree from St. Mary's College in Moraga, a certificate in Control Self-Assessment from the Institute of Internal Auditors and an Associate in Risk Management designation from the Insurance Institute of America.

Bob Deis, Managing Consultant. I have completed a 34-year public service career, developing a reputation in my profession of addressing intransigent and complex challenges in both counties and cities in California, Oregon and Washington. My last public service job was the City Manager of Stockton (pop. 300,000) where I inherited an insolvent city that was chaotic and in distress from operational, fiscal and governance perspectives. Stockton is now very stable and the 6th most solvent large city in the United States. While prosecuting the second largest city bankruptcy in the country's history, I also initiated the City's Marshall Plan on Crime to systematically address a very complex issue that challenged that City for 50 years.

Since becoming a consultant almost six years ago, I have assisted public agencies up and down California. I helped guide an unprecedented fiscal, managerial and governance recovery for an insolvent southern California city while seven of their senior executives were indicted by the District Attorney. A court judgment was also issued that was twice their entire budget and other creditors were filing claims against them. I helped negotiate a resolution to the judgment and claims and brought them back to solvency within two years.

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SLOAN SAKAI YEUNG & WONG LLP

Mountain House, CA 95391

April 23, 2020

Page 5

I have conducted numerous assessments of entire public agencies or specific functions on behalf of their chief executives. I have partnered with them and their governing bodies to implement transformational change.

I will provide the executive level support to Ms. Kolesar.

OUR UNDERSTANDING OF THE ENGAGEMENT

As mentioned earlier, you are concerned about developing a baseline professional Risk Management (RM) program given the current activities of the District. However, given the strong growth in the District, you may change service delivery modes from largely contracted to direct services. Thus, you want a RM program that is scalable with these potential changes.

The District currently has a modest RM program that is the responsibility of your Administrative Services Director, who oversees Human Resources, Risk Management, Finance and Recreation. We understand that the individual with Risk Management duties is relatively new to the profession, so any implementation of our recommendations will likely require assistance and mentoring by Ms. Bonnie Kolesar. However, any assistance in the implementation is not part of this proposal. Our report will assess your current RM program and develop recommendations for improvement and continued program maturation.

Your plans in this area should be commended. Most times the RM program is a back-door operation that is not understood or appreciated by agency chief executives. Yet, it can have large fiscal implications. The insurance markets are quickly changing right now and premium costs are skyrocketing, deductibles are increasing, and some are concerned that access to liability insurance may dry up altogether. Thus, your timing in this area is well placed given the changing environment. This growing crisis requires the best and most proactive RM staff collaborating with District leadership and pursuing best management practices.

PLAN OF WORK

PROPOSAL TO EVALUATE THE RISK MANAGEMENT PROGRAM WITH RECOMMENDATIONS FOR IMPROVEMENT

We have completed various assessments in public agencies; thus, we use a template that is successful no matter the department or program under review. There are 4 basic steps for evaluating Mountain House's Risk Management program, which include:

Mountain House, CA 95391

April 23, 2020

Page 6

Step 1—Start Project and Convene Kick-off (Video) Meeting

We will start the project by developing a detailed work plan and schedule after an initial meeting with you and Ms. Sarah Ragsdale. We want to ensure that we are going to meet your expectations. You might consider inviting your part-time Risk Manager. We recommend having a “kick-off” meeting with all the staff to be interviewed by Bonnie, with you and Sarah joining the meeting. It is our experience that it helps to add the necessary gravitas from the General Manager’s Office to gain cooperation from all parties and departments. We believe it is important to have operating department representatives attend to fully understand, embrace and anticipate the needs of the project. We wish to develop common understandings around project purpose, approach and detailed steps to completion. This will be the basis for the beginning of the partnership between MSG and Mountain House CSD stakeholders. We will fine-tune the work plan based on the input or questions of stakeholders and the recognition that they have day-to-day work activities that compete with this project.

Step 2—Develop Understanding of the Mountain House Risk Management Environment, Review Practices and Engage Stakeholders

- A. Collect and Review Documents — These may include, but are not limited to, relevant administrative and risk management policies, procedures, budgets, program audits, insurance coverages including deductible/SIRs and premiums; third-party stewardship reports on workers’ compensation; internal/external annual reports, data or statistics on general liability claims; organizational charts; operational manuals, directives or memos, external vendor service contracts, job descriptions of risk management personnel; human resource and risk management processes, safety procedures; and other documents that provide us an understanding of process flow and efficiencies.

From our current project with Fresno County we learned that if the Project Kick-Off Meeting is delayed due to logistics or extraneous factors, we can move this to Step 1 given most of this can be completed via phone or email.

- B. Conduct Interviews — After review of relevant documents, Ms. Kolesar will conduct up to six (6) interviews, e.g. you, Sarah and the part-time Risk Manager together, Don Turko, the Public Works Director, Recreation Manager and the General Counsel. It is our experience that these people will have an informed understanding of risk management issues, needs and perspectives. They will help us focus on possible areas of concern and opportunities for improvement.

Management Strategies Group

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Mountain House, CA 95391

April 23, 2020

Page 7

C. Develop an Understanding of Mountain House's Systems/Processes — We will examine:

1. Systems and processes with an eye towards improving how they function.
2. Frequency and Severity of loss experience and cost of risk over a period of time (5-10 or more years)—to examine the greatest risks to the District and, if data is available, the root causes of accidents or incidents that created liability.
3. Recent operational changes, property acquisitions and staff changes, and how those changes might have affected the District's risk portfolio now or in the future.
4. Current District approaches and practices vs. best management practices in the Risk Management program area.
5. The use of contract service providers for program administration vs. internal administration of non-litigated general liability claims; loss prevention and control training and delivery modalities.
6. The cross-functional collaboration and communication between Risk Management and other departments—especially related to loss prevention, safety programs, lessons-learned and accountability. Engagement of stakeholders at all levels of the organization is a critical component of effective risk management.

Step 3—Synthesize Information and Report Observations and Recommendations

After concluding Step 2 we will synthesize all the information collected in that Step. We will compare the Risk Management profession's best management practices to our understanding of what is occurring in your District. We will then communicate draft observations and recommendations and solicit your feedback and that of the departments. We will then make the appropriate edits and produce a final report.

COST ESTIMATES

The table below reflects our project cost estimates to achieve the desired goals of the District but within your budgetary and contractual parameters.

Given that we think the COVID-19 pandemic will be around for a while, we assume no travel time or mileage costs. Ms. Kolesar's billable rate is \$215 per hour. My billable rate is \$260 per hour but is a very minor portion of the overall project hourly estimate.

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SLOAN SAKAI YEUNG & WONG LLP

Mountain House, CA 95391

April 23, 2020

Page 8

We anticipate the completion of the project will take approximately 60 work days from the Kick-Off Meeting date. However, the timeframe will be largely determined by the accessibility of District staff and current providers, response times for document and data requests, and scheduling of the interviews and project check-ins.

No.	Steps and Activities	Estimated Costs
1	Start Project and Convene Kick-Off Meeting	\$ 1,855
2	Develop Understanding of the Mountain House CSD Risk Environment	
	A. Collect and Review Documents	\$ 3,315
	B. Conduct Interviews	\$ 2,800
	C. Develop Understanding of Mountain House CSD's Systems/Processes/Workflow	\$ 3,575
3	Synthesize Information & Report Including Key Observations and Recommendations	\$ 10,425
	Grand Total	\$ 21,970

REFERENCES

For Bonnie Kolesar		
Greg Nyhoff City Manager City of Vallejo (707)-648-4576	Daniel Howell, JD Sr. EVP/Managing Director Alliant Insurance Services (415) 403-1426	Joe Lopez City Manager City of Modesto, CA (209)-571-5126

CONCLUSION

MSG has the capacity and the subject matter expertise to be timely, effective and efficient. We will provide actionable and pragmatic recommendations that will form the road map for the District's continued quest in managing risk in a growing district; ensuring the safety of your employees and customers; and doing this in a cost-effective manner. The Mountain House CSD Risk Management program is at the perfect juncture to complete this self-assessment or "physical exam" given anticipated insurance cost increases, the growth of the District, the potential change in service delivery modes and the impending recession from the recent COVID-19 pandemic. If the recession is similar to past ones, there will be a focus on reducing

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SLOAN SAKAI YEUNG & WONG LLP

Mountain House, CA 95391

April 23, 2020

Page 9

costs. We also have unique experience in the development of Business Resumption Plans as part of responding to a crisis like COVID-19.

We look forward to this opportunity to help you, the Mountain House CSD and the leadership team. Any follow-up questions regarding this proposal should come to me at 707-478-2230 and more detailed risk management questions should go to Bonnie Kolesar at 530-574-0394.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Deis", written over a light gray circular stamp.

Bob Deis
Managing Consultant,
Management Strategies Group, SSWW LLP

Cc: Bonnie Kolesar, Consultant, MSG

Enclosures: Biographies for Bob Deis and Bonnie Kolesar



Bob Deis

Managing Consultant

OVERVIEW

Mr. Deis, Managing Consultant, has spent 34 years in public service either managing critical parts of cities and counties or entire local governmental agencies in California, Oregon and Washington. During his career he managed a new Washington city with only 200 employees and a California county with 5,000 employees. His last stop in his public service career was at the City of Stockton (300,000 pop.) as their City Manager.

Most of Mr. Deis' career can be characterized as being one of transformational leadership. He demonstrates an astute political acumen, develops actionable strategic plans, facilitates self-assessments, while collaborating with chief executives, governing bodies and other stakeholder groups in order to effectuate positive change.

As an experienced County Administrator and City Manager with a unique background, he has the ability to interpret financial statements and converse with technicians. Concurrently, he has worked with public agency and community leaders to quickly diagnose, design and implement complex solutions to intransigent problems that affect entire communities. Due to his success at Stockton, he has been asked to assist in addressing substantial issues on behalf of chief executives and governing bodies. Stockton is now the 6th most fiscally solvent large city in the United States—an unprecedented transformation from insolvency. In the words of the Stockton City Council, Mr. Deis was "the architect of Stockton's recovery."

Mr. Deis has been a consultant since 2014. Some examples of his consultant practice follow.

- He assisted a southern California city that was insolvent for seven years and did not know it. Seven of that city's senior executive team were indicted by the District Attorney, and it faced a \$67 million court judgment—twice its total annual budget. In a relatively short period of time, Mr. Deis worked with their City Council and senior management to return that city to solvency, resolve judgments and claims, and restore confidence in the community.
- At the request of a new City Manager of a large southern California city, he managed an organizational assessment that uncovered unprofessional and extremely poor practices, that if not addressed could have pushed that city into insolvency. Mr. Deis assisted with their implementation of his recommendations.

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PRACTICE AREAS

Labor & Employee Relations

HR Management

Financial Management & Restructuring

Change & Crisis Management

EDUCATION

Lewis and Clark College, MPA

CA State University, Sacramento, BS

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- He has completed various assessments of public agency departments, e.g., human resources, public works, housing authority, with the goal of improving performance. He has facilitated goal setting with the governing body and senior leadership teams and helped resolve difficult interpersonal and work group conflicts. He also designed a new performance management system for a large city.

RELATED PUBLIC SECTOR EXPERIENCE

Mr. Deis retired as the City Manager of Stockton, CA in 2013, where he inherited an insolvent large city that was chaotic and in distress from operational, budget and governance perspectives. In 3.5 years, he assembled a highly motivated management team and created a new high-performing agency culture. He put the city on a path to solvency by taking the severe but necessary step of seeking bankruptcy protection. He restructured and eliminated short and long-term obligations and passed a unique revenue measure. While prosecuting a massive bankruptcy, he also oversaw the creation and implementation of the Marshall Plan on Crime, a comprehensive approach to a problem that has plagued Stockton for years.

Prior to Stockton, Mr. Deis was the County Administrator of Sonoma County where he led the development of the county's first strategic plan that guided multiple successful initiatives, including: addressing an immense OPEB unfunded liability, creating their first Criminal Justice Master Plan, and initiating a new approach for investing in "upstream" programs to prevent more expensive "downstream" criminal justice and human services costs. He also designed, negotiated and implemented a new compensation system for 5,000 employees.

In 1996, Mr. Deis became the third City Manager in Shoreline, WA as they just celebrated their first anniversary as a city. He inherited a chaotic environment, but within four years formed a completely new management team, a budget with substantial reserves, a well-funded capital improvement program, a new general plan, and new operating policies and practices. He designed their first performance management system. Through Mr. Deis' outreach with stakeholders, they created a new sense of cohesion and pride in a diverse community.

In 1985, Mr. Deis joined the executive team for Washington County that designed and implemented a strategic plan transforming every aspect of the organization and community. His focus was gaining special legislation, managing their fiscal planning and budget processes, and garnering voter approval for multiple unique revenue measures. He helped design and implement custom approaches to addressing needs of a county that provided services to both urban and rural communities. He also spearheaded a unique performance management system and new compensation system that supported the new values of senior management.

PRESENTATIONS AND PUBLICATIONS

Mr. Deis has made presentations at the New York Federal Reserve Bank at the invitation of the Volcker Institute, the International City/County Manager's Association (ICMA) conference, at many League of CA Cities annual conferences, the annual CA Public Employers Labor Relations Association (CALPELRA) conference, the USC Price School of Public Policy and Lafayette College. He covered topics such as: strategies to avoid fiscal distress, what do City Managers need from their Human Resources Directors, transforming cities during fiscal crises, paradigm shifts in performance management and compensation systems, how cities can recover from bankruptcy and strategies for City Managers during stressful times and the building blocks of good governance and high performance for public agencies.

Mr. Deis has been published in the *Wall Street Journal*, *Sacramento Bee*, *Public Administration Review* and *Bond Buyer*.

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Bonnie Kolesar

Consultant

EXPERIENCE

Bonnie Kolesar passionately approaches the management of risk as opportunity and seeks to help an organization achieve its goals and objectives using realistic approaches. She is known for her big-picture thinking, positive energy and her ability to build a world-class program from scratch. She successfully brings programs up to par with new and revised policies and procedures, targeting prevention activities based on qualitative and quantitative data, and then using an aggressive approach to claims management that focuses on the early return to work of injured employees.

RELATED EXPERIENCE

Ms. Kolesar's background makes her uniquely qualified to assist our clients. Over an impressive 25-year career in public service, she has held risk manager positions in city, county, state and higher education arenas. Most recently, Ms. Kolesar served as risk manager for the County of Solano. In 2006, as a gubernatorial appointee, she developed a full-service program for the Department of Corrections and Rehabilitation in less than three years' time by implementing preventive and cost control strategies with demonstrated cost avoidance savings of over \$20 million a year. Prior to that appointment, Ms. Kolesar was the Associate Director of Risk Management Services at the University of California, Davis, and before the Claims Manager for the City of Fairfield.

Ms. Kolesar has served as President of the Public Agency Risk Managers Association, and on the Advisory Committee for the Division of Industrial Relations' Commission on Health and Safety and Workers Compensation. She holds a Bachelor of Arts from St. Mary's College in Moraga, a Certificate in Control Self-Assessment from the Institute of Internal Auditors, and an Associate in Risk Management designation from the Insurance Institute of America.

SACRAMENTO OFFICE

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PRACTICE AREAS

Risk Management

EDUCATION

St. Mary's College,
BA

Control Self-Assessment Certificate