

CITY OF SEBASTOPOL CITY COUNCIL

AGENDA ITEM REPORT FOR MEETING OF: November 4, 2025

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To: Honorable Mayor and City Councilmembers
From: Kerrie McNally - Human Resources Legal Counsel
Deborah Muchmore - Human Resources Advisor
Mary Gourley – Interim City Manager
Subject: Approve Contract for City Manager Executive Search Services with WBCP

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RECOMMENDATION:

This item is to request that the Council approve the City Manager Executive Search Services Agreement and award the contract to WBCP and authorize the Interim City Manager to sign the agreement.

EXECUTIVE SUMMARY:

The City of Sebastopol is initiating the recruitment process for a permanent City Manager following the departure of Don Schwartz on April 15, 2025. Five executive search firms responded to the City’s Request for Proposals (RFP). Based on the staff’s review, two firms—WBCP and CPS HR Consulting—were recommended for in-person interviews. On October 13, 2025, the Council interviewed both firms in open session and based upon the interviews, selected WBCP as the selected firm for City Manager Executive Search services.

BACKGROUND:

Former City Manager Don Schwartz’s employment with the City ended on April 15, 2025. Since that time, Mary Gourley has served as Acting and then Interim City Manager while continuing her duties as Assistant City Manager/City Clerk.

On August 5, 2025, the City Council approved releasing an RFP for executive search services. The RFP was subsequently issued on August 8, 2025. The RFP was sent to multiple executive recruitment agencies.

The City received five proposals by the submission deadline. Of these, two firms were available for in-person interviews:

1. WBCP (Wendi Brown Consulting Partners)
2. CPS HR Consulting

DISCUSSION:

Staff reviewed all proposals and coordinated interview logistics with the two selected firms. The proposals varied in scope, methodology, timeline, and cost, with estimated costs ranging from \$35,000 to \$43,000.

To continue the Council’s goal of public trust and communication, the City Council conducted an open, publicly noticed meeting and interviewed the two firms. The process consisted of :

- Firm representative presentation
- Council interview with each proposer
- Council discussion of each interview

- Public comment
- Council deliberation and consideration of recommendation of firm selection

Interview questions contained information related to the Council goals and priorities, community values, culture, needs of the City, why Sebastopol is a great place to work, community engagement process, diversity, equity, inclusion, and belonging.

Based on the totality of both interviews, and the responsiveness and understanding of the City's needs, the City Council selected WBCP as the selected firm.

If the contract is approved, next steps in the process will be to agree to a timeline and to begin facilitation of kick off meetings with the City that may include:

- Executive Leadership, staff, community, and other stakeholders to assist with identifying the ideal candidate profile.
- Assist Client hiring authority/stakeholders in modifying the job description (as needed), and
- develop a recruitment announcement, marketing materials, and advertising plan for the recruitment.

Once the brochure is created, it will be presented to the City Council at an open publicly noticed Council meeting for Council approval. After approval, the consultant will implement an advertising plan including: publication, headhunting, direct mail, and other online and email marketing efforts.

BUDGET COMMITTEE REVIEW:

Not applicable. Costs for consulting services are included in the City's adopted budget.

CITY COUNCIL GOALS / PRIORITIES / GENERAL PLAN CONSISTENCY:

This item advances Goal 4 – High-Performance Organization:

Action Plan 1: Achieve staffing and program targets that reflect best practices in efficiency, operational standards, baseline budgeting, and performance management.

General Plan consistency: Not applicable.

FISCAL IMPACT:

Consultant recruitment costs are expected to not exceed \$28,900 in recruitment fees and \$7,900 in reimbursable expenditures, for a total of \$36,800 for the full recruitment cycle.

The Council has allocated \$35,000 in the adopted FY 2025-26 budget for this purpose. This agreement is \$1,800 above the budgeted amount. Staff may return to the Council with a budget amendment request if the total reimbursable expenses approach the full NTE. This does not include direct costs if travel is needed for candidates travel to attend interviews.

COMMUNITY OUTREACH:

This agenda item was noticed in compliance with the Ralph M. Brown Act and made available to the public at least 72 hours in advance of the meeting. The City also promoted the agenda on social media.

As of the preparation of this report, no public comments have been received. Any comments submitted after publication will be provided to the Council as supplemental materials prior to or during the meeting.

RESTATED RECOMMENDATION:

This item is to request that the Council approve the City Manager Executive Search Services Agreement and award the contract to WBCP and authorize the Interim City Manager to sign the agreement.

CITY COUNCIL OPTIONS:

1. Rejection the Agreement and provide direction to staff

ATTACHMENTS:

1. Agreement

APPROVALS:

Department Head Approval: Approval Date: 10-29-2025

CEQA Determination (Planning): Approval Date: 10-29-2025

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines.

Administrative Services (Financial): Approval Date: 10-29-2025

Costs authorized in City Approved Budget: ☒ Yes ☐ No ☐ N/A

Account Code (if applicable) 100-11-01-4345-000-000000-000

City Attorney Approval Approval Date: 10-29-2025

City Manager Approval: Approval Date: 10-29-2025

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on November 4, 2025, by and between the City of Sebastopol, located in the County of Sonoma, State of California (City), and WBCP, INC. (Consultant).

RECITALS

A. City desires to employ Consultant to furnish professional services in connection with the project described as Professional Recruiting Services.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

AGREEMENT

SECTION 1- BASIC SERVICES

Consultant agrees to perform the services set forth in Exhibit A, "Scope of Services" which is attached and made part of this Agreement.

SECTION 2 - ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or Exhibit A, "Scope of Services", unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 - TIME FOR COMPLETION

The time for completion of services shall be as identified in Exhibit A, "Scope of Services".

SECTION 4 - COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amount specified in Exhibit B, "Proposed Pricing", which is attached and made part of this Agreement. Compensation for recruitment services shall not exceed a total of \$28,900.00, unless additional compensation is approved in accordance with Section 2. Reimbursement for expenses associated with Consultant's services shall not exceed a total of \$7,900.00, unless additional expense reimbursement is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City

to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 — STANDARD OF PERFORMANCE

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

SECTION 6 — INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 — INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification that it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.
5. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or 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 of Sebastopol.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions: The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Coverage.

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

Verification of Coverage

Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 8 - INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant

shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence or willful acts or misconduct.

SECTION 9 — INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 - CONFLICTS OF INTEREST

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 11- OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 - CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent, or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 - SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 - COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this

Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of *any* failure of Consultant to comply with this section.

SECTION 15 - COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 — RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 — COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 18 NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager
7120 Bodega Ave
Sebastopol, California 95472

To Consultant: Consultant Wendi Brown
213 E. Main Street
Rogue River, OR 97537

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 - TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving sixty (60) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 - ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 - ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 23 - CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 — DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 25 - WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 — LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Sonoma. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 27 - SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 - SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:
Signed by:

By: Heather Jack

Name: 97D8867BAE8A417...

Title: Heather Jack

City:

By: _____

Name: Mary Gourley

Title: Interim City Manager

Approved as to Form:

By: _____

Name: Alex Mog

Title: City Attorney

EXHIBIT A SCOPE OF SERVICES

Consultant shall provide the services described on pages 12 through 14 of its Proposal submitted to the City on August 26, 2025, including all services described in the scope of work and Phase I through Phase IV. Pages 12 through 14 are attached hereto and incorporated by reference.

Consultant shall develop a customized executive search timeline, based on the proposal timeline included on page 15 of the proposal, in consultation with the Interim City Manager, Mayor, and Human Resources Consultant that will take into account the City's need to complete the executive search, Council meeting calendar, and potential impact of the 2025 holiday season on candidates.

Key Personnel

Consultant's key and primary staff assigned to the recruitment shall be:

- Wendi Brown
- Levi Kuhlman

Ms. Brown shall participate at key phases of the recruitment (e.g. kickoff and shortlist meetings). Ms. Brown may be present for interview panel facilitation. Ms. Brown shall provide support during candidate screening process and as needed for support throughout the recruitment process.

Ms. Brown and Mr. Kuhlman will be supported by Consultant staff including, but not limited to:

- Terri Maus-Nisich
- Lauren Gerson
- Josette Reina-Luken

Guarantee

Consultant provides the following guarantee:

1. **Successful Placement Guarantee:** Consultant guarantees a successful placement and will provide continued consulting services for one additional recruitment at no extra consulting fee. City will be responsible for any additional direct expenses.

OR

2. **Replacement Guarantee:** If the City selects and appoints a candidate, and the candidate leaves the City's employment before completing 24 months of service, Consultant will provide consulting services at no additional cost to secure a replacement. City will be responsible for any direct expenses. This guarantee applies to one replacement within 24 months of the candidate's departure.

EXHIBIT B PROPOSED PRICING

In Consultant's August 26, 2025, proposal, it identified the following proposed rates:

Description of Services/Deliverables:	Inclusive Rate per Recruitment:
Consulting Services as described in Exhibit A	\$28,900
Reimbursable Expenses: Travel to City (up to 2 trips), document shipping and delivery fees; fees for background and reference checks; additional consultant travel; additional panel facilitation for one day (\$700/day); brochure/graphic design (\$950); marketing and advertising including print and postage; online job boards; social media; sourcing; flat fee pricing for LinkedIn \$395, InMails \$300, Circa Diversity Job Boards \$295, Zoom Info \$299. These expenses will be billed based on actual expenses incurred based on the needs of the City's recruitment.	Up to \$5,500 - \$7,900 (direct expenses not-to exceed)

These rates are agreed upon by the parties.

The City may request, and Consultant may coordinate and cover all candidate travel arrangements for no additional fee, including booking, scheduling, and full logistical support to ensure a seamless interview process. Direct candidate expenses will be passed through to the City. No direct candidate expenses for travel costs shall exceed \$1,500.00 per candidate.

Consultant will not limit the number of hours worked on the recruitment. Consultant charges the above-identified flat rate and will spend the time necessary to ensure success. Consulting fees will be billed in thirds at the beginning (open for applications and advertising campaign launched), middle (shortlist selection), and end of the recruitment process (selection made and background/references concluded).

Cost and Timeline Policy

To ensure the success and efficiency of the recruitment:

1. **Timeline Development:** Consultant shall develop a customized executive search timeline in consultation with the Interim City Manager, Mayor, and Human Resources Consultant that will take into account the City's need to complete the executive search, Council meeting calendar, and potential impact of the 2025 holiday season. Once the timeline is provided to the City, the timeline is valid for 10 business dates. If the timeline is not secured or confirmed within this period, it may no longer be available. In such a case, the timeline will be adjusted and a revised timeline provided.
2. **Adherence to Timeline:** To deliver optimal results, adherence to agreed-upon dates and times for critical recruitment milestones (e.g., shortlist meeting and interview dates) is required. Any changes to these timelines after the recruitment process has commenced may result in:
 - a. **Forfeiture of the Recruitment Guarantee:** Significant deviation from the agreed upon timeline may void the Successful Placement Guarantee.

- b. **Additional charges:** Significant adjustments to timelines may incur additional fees, billed at Consultant's hourly rate of \$250.00 per hour.