



City of Sebastopol

CITY OF SEBASTOPOL CITY COUNCIL

AGENDA ITEM REPORT FOR MEETING OF: March 3, 2026

=====

To: Honorable Mayor and City Councilmembers
From: Mary Gourley, Interim City Manager
Subject: Amendment to Contract to modify title change only from Association Clerk to Executive Director for the Sonoma County Mayors and Councilmembers Association

=====

RECOMMENDATIONS:

That the City Council approve the Amendment to Contract to modify title change only from the Association Clerk to Executive Director for the Sonoma County Mayors and Councilmembers Association (MCA) and authorize the Interim City Manager to sign the amended contract.

EXECUTIVE SUMMARY:

This item requests City Council approval of an amendment to the contract for title change only from Association Clerk to Executive Director for the Sonoma County Mayors and Councilmembers Association. There are no additional costs borne to the City by approval of this contract amendment.

BACKGROUND:

In response to a 2022 request from the Chair of the MCA, the City of Sebastopol entered into a contract with Lauren Berges to provide administrative functions for the Association. The Association Clerk, an independent contractor, provides:

- Basic administrative structure for the MCA,
- Record keeping,
- Hosting of the MCA website, and
- General coordination and continuity of functions previously handled by various cities.

The MCA is not a legal entity and cannot employ staff or enter contracts directly. Therefore, the City of Sebastopol acts solely as the Fiscal Agent, contracting with the independent Association Clerk. In recognition of the administrative time required to manage this role, the City receives a 50% discount on the Clerk contract costs.

DISCUSSION:

At its SCMCA Board of Directors meeting of February 12, 2026, the Board modified the existing coordination agreement between the SCMCA and the consultant to reflect the title change from Association Clerk to Executive Director. This amendment does not change the scope of services, compensation, reporting structure or any other items of the agreement.

STAFF ANALYSIS:

There is no staff time associated with this title change except for preparing this staff report for Council approval.

CITY COUNCIL GOALS/PRIORITIES/AND ORGENERAL PLAN CONSISTENCY:

This agenda item represents the City Council goals/priorities as follows:

Goal 4: High Performance Organization



Restoring Public Trust
Improve Public Communications
Shared Services

FISCAL IMPACT:

Approving this item will not have any fiscal impact on the City’s budget. Each participating agency has already been billed for its share of the annual costs.

COMMUNITY OUTREACH:

This item has been noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to the scheduled meeting date.

As of the writing of this staff report, the City has not received any public comment on this item. However, if staff receives public comment from interested parties following the publication and distribution of this staff report, such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of this item.

RESTATED RECOMMENDATION:

That the City Council approve the Amendment to Contract to modify title change only from the Association Clerk to Executive Director for the Sonoma County Mayors and Councilmembers Association (MCA) and authorize the Interim City Manager to sign the amended contract.

CITY COUNCIL OPTIONS:

- 1. Do not approve the amended contract and provide direction to staff.

ATTACHMENTS:

Resolution
Amended Contract
Original Contract

APPROVALS:

Department Head Approval: _____ Approval Date: 2/19/26

CEQA Determination (Community Development): Approval Date: N/A

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a 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 Guideline section 15378.

Administrative Services (Financial) Approval Date: 2/19/26

Costs authorized in City Approved Budget: Yes No

Account Code (f applicable) _____

City Attorney Approval: _____ Approval Date: N/A

City Manager Approval: _____ Approval Date: 2/19/26

Resolution NUMBER: XXXX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL AMENDMENT TO CONTRACT TO THE ASSOCIATION CLERK FOR THE SONOMA COUNTY MAYORS AND COUNCILMEMBERS ASSOCIATION

WHEREAS, in response to a 2022 request from the Chair of the MCA, the City of Sebastopol entered into a contract with Lauren Berges to provide administrative functions for the Association; and

WHEREAS, the MCA is not a legal entity and cannot employ staff or enter contracts directly. Therefore, the City of Sebastopol acts solely as the Fiscal Agent, contracting with the independent Association Clerk. In recognition of the administrative time required to manage this role, the City receives a 50% discount on the Clerk contract costs; and

WHEREAS, on February 12, 2026, the Sonoma County Mayors’ and Councilmembers’ Association (SCMCA) and the Consultant modified the title change approved by the SCMCA Board of Directors; and

WHEREAS, the amendment does not change the scope of services, compensation, reporting structure, or any other terms of the Agreement. All references in the Agreement to “Association Clerk” are hereby replaced with “Executive Director.”

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol hereby the Amendment to Contract for title change from Association Clerk to Executive Director for the Sonoma County Mayors and Councilmembers Association (MCA) and authorize the Interim City Manager to sign the amended contract.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the _____ day of _____ 2026

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City of Sebastopol City Council by the following vote:

VOTE:

- Ayes:
- Noes:
- Absent:
- Abstain:

APPROVED:

Jill McLewis, Mayor

ATTEST:

Mary Gourley, Interim City Manager/Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM:

Alex Mog, City Attorney

AMENDMENT NUMBER 2

This amendment modifies the existing coordination agreement between the Sonoma County Mayors’ and Councilmembers’ Association (SCMCA) and the Consultant to reflect the title change approved by the SCMCA Board of Directors at its February 12, 2026 meeting. This amendment updates the Consultant’s title from Association Clerk to Executive Director.

This amendment does not change the scope of services, compensation, reporting structure, or any other terms of the Agreement.

Title Update

All references in the Agreement to “Association Clerk” are hereby replaced with “Executive Director.”

Limitations

This amendment is limited solely to the administrative title change described above. All other provisions of the Agreement remain unchanged and in full force and effect.

Consultant:

City:

By: _____

By: _____

Name: Lauren Berges

Name: Mary Gourley

Title: Executive Director

Title: Interim City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on October 17, 2023 by and between the City of Sebastopol, located in the County of Sonoma, State of California (City), and Lauren Berges. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described "Sonoma County Mayors and Councilmembers Association Clerk"

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:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, “Scope of Services”** 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”, attached hereto and made a part hereof. Total compensation shall be as follows and not exceed a total of \$52,000 for Year One, unless additional compensation is approved in accordance with Section 2; (\$40,000; \$2000 incidentals; \$10,000 website) with Year Two total compensation as follows and as listed in attached Exhibit B: \$40,000 Plus CPI for Bay Area Index; \$2000 Incidentals; \$2000 Website maintenance.

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

Page 1 of 10

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.

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; (3) or 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: Lauren Berges
2335 Greenbriar Way
Santa Rosa, CA 95409

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 ten (10) 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:

City:

By: Lauren Berges
Name: Lauren Berges
Title: Sole Proprietor

By: [Signature]
Name: Larry McLaughlin
Title: City Manager

Approved as to Form:

By: [Signature]
Name: Larry McLaughlin
Title: City Attorney

SCOPE OF SERVICES

MAYORS & COUNCIL MEMBERS ASSOCIATION OF SONOMA COUNTY CLERK

1. The Association Clerk (Contractor) shall perform the following activities and services:
 - a. Serve as the Clerk of the MCA, including:
 - Updating the MCA Handbook as needed, but no less than annually.
 - Clerking MCA meetings, including any subcommittee meetings, unless directed otherwise by the MCA Board; and
 - Draft Meeting agendas to be reviewed and approved by Chair City
 - Meetings shall be administered in accordance with the Ralph M. Brown Act, including agendas and minutes.
 - Oversee and ensure the timely preparation of public meeting agendas and their proper posting and publication, to include noticing, gathering of necessary staff reports, formatting, sequential numbering, creating MCA packets, distribution to MCA and/or subcommittee members, and related duties
 - Provide the proper preparation for, and staffing of, public in person, virtual or hybrid meetings as necessary and the preparation of minutes or other documentation of the proceedings
 - Minutes shall be prepared in DRAFT form and presented at the next MCA meeting for Board approval
 - Routing of documents for signatures post meeting and assuring appropriate public posting and filing.
 - Ensure compliance with MCA By-Laws, Contract City ordinances and guidelines, State codes and Federal statutes.
 - Distribute information of common interest to the MCA, as directed by any of the member cities in accordance with the MCA by-laws.
 - Track MCA appointments and vacancies and put out requests for nominations as vacancies occur or in advance of terms expiring. Provide cities sufficient time in advance of the MCA Board meetings to agendize and discuss applicants.
 - b. Coordinate with the County Clerk and Chair City for City Selection Committee meetings, including:
 - Publishing agendas in accordance with the requirements of Government Code §50270-50279.2.
 - To track City Selection Committee appointments and vacancies of regional agencies and put out requests for nominations as vacancies occur or in advance of terms expiring. Provide cities sufficient time in advance of the City Selection Committee meetings to agendize and discuss applicants.

- c. Coordinate with the League of California Cities North Bay Representative, who currently serves as Secretary of the MCA Legislative Committee, to ensure regular updates to the Board and MCA membership; and
- d. Be reasonably available to perform services during the normal work week.
- e. Meet as often as necessary for the purpose of consulting about the MCA's needs and issues, and the scope of work performed.
- f. Projects and activities may be modified on request of the Contract City. Contract City will only be invoiced for the actual hours worked.
- g. Receive direction from the MCA Board on presentation programs for the MCA meetings and work with the Chair City to identify potential speakers to fulfill the program direction. Upon submission of approved speaker from Chair City, coordinate with and arrange for the speakers to present at MCA meetings. Coordinate with the Host City to ensure the venue has sufficient A/V equipment for the presenter, and other duties as needed to effectively coordinate the presenter logistics.
- h. Coordinate with Host City to obtain the date/time, venue location, menu, cost and related information from the Host City. Distribute this information to MCA cities.
- i. Responsible for creating, hosting, maintaining and consistently update the MCA website and online event management platform to host meeting materials, provide a platform for MCA coordination, and generally host MCA information.
 - Retain digital files of all matters related to the MCA and post meeting agendas, and related documents, and business meeting minutes, resolutions, and position/comment letters on the MCA website for public access.
- j. No later than February of each year, in coordination with the Chair City and Contract City, prepare and present any proposed changes to this agreement to the MCA Board.
- k. Maintain files for all reports, correspondence, and other business of the MCA.
- l. Perform such other duties as the MCA Board may from time to time direct.

Description	Year 1	Future Years
Contract Part-Time Association Clerk	\$40,000	\$40,000 + CPI
Association Clerk Incidentals	\$2,000	\$2,000
MCA Website/Event Management	\$10,000	\$2,000
Total	\$52,000	~ \$44,000

Total compensation shall be as follows and not exceed a total of \$52,000 for Year One, unless additional compensation is approved in accordance with Section 2; (\$40,000; \$2000 incidentals; \$10,000 website) with Year Two total compensation as follows and as listed in attached Exhibit B: \$40,000 Plus CPI for Bay Area Index; \$2000 Incidentals; \$2000 Website maintenance.

