CITY OF SEBASTOPOL CITY COUNCIL

AGENDA ITEM REPORT FOR MEETING OF: October 13, 2025

To: Honorable Mayor and City Councilmembers
From: Kerrie McNally - Human Resources Legal Counsel
Deborah Muchmore - Human Resources Advisor

Mary Gourley – Interim City Manager

**Subject:** Interviews/Contract for Executive Firm Proposers for Recruitment of City Manager

Position

\_\_\_\_\_\_

### **RECOMMENDATION:**

Staff recommend that the City Council conduct the scheduled interviews with the executive search firms and consider selecting a firm to provide recruitment services for the City Manager position. If a firm is selected, staff further recommend that the Council award the contract at its meeting on November 4, 2025.

### **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 staff's review, two firms—WBCP and CPS HR Consulting—are recommended for in-person interviews.

This agenda item provides the Council an opportunity to interview the firms, receive public input, and consider selecting a firm to conduct the executive recruitment process. The recruitment supports the City's goal of maintaining a high-performance organization and ensuring continuity in executive leadership.

### **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.

### DISCUSSION:

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

### Proposed Interview Process:

- Firm representative presentation (5–10 minutes)
- Council interview with each proposer (20–25 minutes)
- Council discussion (10–15 minutes)
- Public comment period
- Council deliberation and consideration of firm selection
- If a firm is selected, staff will return with a contract for Council award at a future meeting

Staff has completed the review of all submitted proposals and coordinated interview logistics with the two firms selected for further consideration. The proposals differ in scope, methodology, timeline, and cost. Estimated base costs range from \$28,900 to \$30,000, with optional services and expenses bringing the total projected cost to between \$35,000 and \$43,000.

Cost Summary	CPSHR		WCBP	
Base	\$	30,000	\$	28,900
Consultant Add'l Expenses			\$	7,900
Candidate(s) Travel Expenses	\$	5,000	\$	6,000
Total	\$	35,000	\$	42,800

A comparative matrix summarizing each firm's experience, recruitment strategy, timeline, and cost has been prepared to assist Council deliberations. Staff believes either firm is capable of successfully conducting the recruitment and recommends the Council consider the interviews, public input, and proposal details when selecting the firm that best meets the City's needs.

### **BUDGET COMMITTEE REVIEW:**

Not applicable.

### 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 costs for the recruitment are expected to range between \$35,000 and \$43,000, depending on the selected firm and final negotiated scope of work. These costs cover the full recruitment cycle, including outreach, screening, interview coordination, and selection support.

The Council has allocated \$35,000 in the adopted FY 2025-26 budget for this purpose. If the selected proposal exceeds this amount, staff may return to the Council with a budget amendment request or explore cost-saving adjustments to the scope of work to remain within budget.

### **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:**

Staff recommends that the City Council:

- 1. Conduct the scheduled interviews with WBCP and CPS HR Consulting.
- 2. Consider selecting a firm to provide executive recruitment services for the City Manager position.
- 3. If a firm is selected, award the contract at the November 4, 2025, City Council meeting.

### CITY COUNCIL OPTIONS:

- 1. Selection of One Firm with Contract to be Awarded Nov 4th
- 2. Rejection of Both Firms and interview with three remaining firms
- 3. Rejection of all firms and direct staff to re-advertise RFP

### **ATTACHMENTS:**

- 1. Comparative Matrix
- 2. Proposals
  - a. WBCP (Wendi Brown Consulting Partners)
  - b. CPS HR Consulting
- 3. Request for Proposals / DRAFT Contract

APPROVALS:		
Department Head Approval:	Approval Date:	
CEQA Determination (Planning):	Approval Date:	
which has potential for resultin	ng in either a direct phys	I Quality Act (CEQA) because it is not a project ical change in the environment, or a reasonably nt, pursuant to CEQA Guidelines.
Administrative Services (Financial):	Approval Date:	<u> </u>
Costs authorized in City Approved Budg	get: ☑ Yes ☐ No ☐	N/A
Account Code (if applic	cable) <u>100-11-01-4345-</u>	000-00000-000
City Attorney Approval	Approval Date	::
City Manager Approval:	Approval Date	::

# ATTACHMENT 1 COMPARATIVE MATRIX OF PROPOSALS

	Experience	Recruitment Strategy	Timeline	Cost
	27 Municipal Manager recruitments, 17 in CA  3 ACM recruitments, all in CA	Client and stakeholder meetings Develop detailed timeline Develop marketing materials Execute Marketing Strategy – strategic marketing and	11 weeks from selection through candidate interviews	Consulting Fee \$28,900
WBCP	9 County Executive Officer recruitments, all in CA 3 Assistant County Administrators, all in CA	advertising Utilization of digital marketing Recruiting with diversity in mind – diversity job boards Email and direct mail advertising Sourcing and headhunting Communications with client (updates) Review candidate submissions for competencies	Week 12 for background and reference checks which client may choose to do on their own	Expenses Up to \$5,500 - \$7,900 Approx. \$1,500 per
	36 Executive Officers of Districts, Authorities, or Agencies, 32 in CA	Screening Interviews — report to client Communications with Candidates Design selection process Assist client with offer / reference / background Available for negotiations with selected candidate Guaranteed satisfaction (12-24 mo)	Additional time for negotiations and time through appointment	candidate for travel reimbursements with estimate 4 candidates totally \$6,000
	23 Municipal Manager recruitments, 8 in CA	Key stakeholder involvement – City Council intimately involved in the search	14-16 weeks from fully-executed	Full recruitment \$30,000 Flat Fee
CPS HR	10 ACM recruitments, 0 in CA 8 County Administrator	Commitment to Communication – strongly committed to keeping you fully informed of our progress  Aggressive, Proactive, and Robust Recruitment – approach to identifying and recruiting the best available candidates	agreement through selection, as written in words at the top	Optional Reimb Candidate Travel \$5,000
	recruitments, 5 in CA  1 Assistant County  Administrator  recruitment, in CA	highly qualified, divers candidate pool Stakeholder Engagement – rigorous internal and The image on the	No request for expense reimbursement	
	13 Executive Officers for Districts, Authorities, or Agencies, all in CA	Selection Process – designed and drafted based on information from stakeholder involvement and meetings with City Council  12-month service guarantee	appointment.	options:  Partial \$20,000  Outreach \$10,000



# RECRUITMENT SERVICES



CITY MANAGER

AUGUST 26, 2025

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### I. COVER LETTER...

AUGUST 26, 2025

Deborah Muchmore Human Resources Consultant MuchmoreThanConsulting PO Box 2318 Rohnert Park, CA 94927



RE: City of Sebastopol - City Manager Recruiting Services

It is our pleasure to submit this proposal for recruitment services to secure your ideal candidate to serve as the City Manager of the City of Sebastopol. WBCP has worked on many City Manager recruitments, and we look forward to the opportunity to partner with your organization on this critical position!

We trust our proposal will showcase our client-focused recruitment process and will act as a testament that we are passionate about what we do to make our clients happy.

WBCP, Inc. was selected, through a national request for proposal process, as the single-awarded vendor for executive recruitment services through a national competitive process conducted by the National Association of Counties (NACo) under the Public Promise Procurement (PPP) program. This cooperative purchasing agreement, with San Diego County serving as the Lead Public Agency (LPA), allows public sector organizations across the U.S. to satisfy competitive procurement requirements and contract directly with WBCP—without the delays or added costs of a traditional RFP process. The PPP/LPA partnership ensures that organizations can engage WBCP quickly, compliantly, and with confidence in the value and quality of service delivered. Learn more here: <a href="https://wbcpinc.com/naco">https://wbcpinc.com/naco</a>.

It has been proven that great employees are looking for great employers, not just a paycheck. WBCP provides a broader perspective to recruitment services – going beyond securing the ideal candidate – we brand your organization as an employer of choice. We use eye-catching marketing materials, innovative search practices, and responsive and respectful communications with your applicants and stakeholders. Additionally, we guarantee this placement for 12 months, and we provide a fair and equal recruitment process that also focuses on attracting ethnic and gender-diverse applicant pools.

WBCP is talented at working with you to identify the strengths, challenges, and opportunities of this job, the ideal candidate, and your community and organizational culture. WBCP will work with your stakeholders to design a recruitment strategy that will include a customized engagement process. We will have a series of meetings, discussions, stakeholder interviews, and survey(s) to get to know you, the organization, the community, the culture, and the staff whom the future City Manager will lead.

My team and I know the California candidate marketplace and have many clients in your region, such as the County of Sonoma, County of Marin, County of Mendocino, County of Napa, City of Sonoma, City of Santa Rosa, City of San Rafael, and Town of Windsor (just to name a few). We have exceptional experience successfully recruiting for City Manager positions, with several recent notable recruitments including, but not limited to:

- · City Manager, City of Santa Monica, CA
- City Manager, City of Parlier, CA
- City Manager, City of Petaluma, CA
- City Manager, City of Santa Rosa, CA
- City Manager, City of Pasadena, CA
- City Manager, City of Oxnard, CA
- City Manager, City of Port Hueneme, CA
- City Manager, City of Boulder City, NV
- City Manager, City of Tillamook, OR

To see a full list of our clients and successful recruitments, visit: <a href="https://tinyurl.com/8vjkk7w3">https://tinyurl.com/8vjkk7w3</a>

We have over two decades of experience in public sector executive search services and have provided direct search services through WBCP since 2004. WBCP's executive recruiters are all highly personable and have unique backgrounds that make them well-equipped to take on your recruitments, as you will read their biographies in this proposal. WBCP now has offices in California, Oregon, Washington, Texas, and North Carolina.

### I. COVER LETTER.

Recruiting top talent has become the number-one topic among administrators. New and innovative recruitment strategies are critical to identifying and securing candidates with a deep understanding of how to assess and meet community needs and address future challenges. WBCP understands the complexity of community leadership, and we are prepared to provide a thorough, complete, and fair recruitment process to provide a diverse applicant pool. Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds. In fact, we are often selected and told that we bring a larger, more qualified and diverse groups of candidates than they have ever received from past professional recruiters.

Clients also choose our firm over others because of our ability to work with your support staff and stakeholder group (including boards, appointed/elected officials, and engaged constituents), manage all details of a recruitment process, and secure great candidates. Our dedication and commitment to the client are complemented by our deep understanding and ability to effectively navigate challenging political climates.

Our clients have great things to say about the quality of the service we provide and the amazing candidates we find them, In fact, many of our clients are return customers. Please feel comfortable reaching out to these organizations to get their feedback directly.

# DIVERSITY

63%

of WBCP candidates placed in positions come from a diverse background

Lastly, we love what we do, and we are passionate about finding exceptional candidates who are also passionate about serving others. WBCP's staff are driven and desire to exceed client expectations. I appreciate your consideration in retaining our services and hope to have an opportunity to work with you in the future.

Best Regards,

Wendi Brown | Founder/President, WBCP, INC. wendi@wbcpinc.com | 541-664-0376 www.wbcpinc.com

Principal: Wendi Brown, President/CEO

Company Legal Name: WBCP, Inc. (W. Brown Creative Partners)

Tax ID: 81-5454037

Website: www.wbcpinc.com

Phone: 866-929-WBCP (9227) / 541-664-0376

Address:

 Oregon (3 offices including WBCP, Inc. Headquarters): 213 E Main St., Rogue River, OR, 97537; City of Grants Pass and City of Tigard

• California (5 offices): San Jose, Gilroy, Roseville, Los Angeles and Santa Barbara

• Washington: City of Seattle

• Texas: City of Dallas



### WOMEN OWNED

WBCP is a 100% women-owned business, an S Corporation, not part of a parent company, and is a registered small business through the US Small Business Administration (SBA). WBCP is registered to do business in all states we serve, and files and pays California S Corporation and personal income tax to the State of California.

### **BUSINESS HISTORY**

WBCP, Inc. has been in business since 2004, and serves nonprofit and public sector organizations. WBCP offers a variety of services, including: partial and full service search services for individual contributor, supervisor, management and executive positions; management human resources consulting: organizational development, training, classification and compensation studies, analysis and assessments, etc.

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in California, Arizona, Colorado, Idaho, Newada, New York, Oregon, Texas, Utah, and Washington.

Cities of: Anaheim (CA), Arcata (CA), Ashland (OR), Astoria (CA), Atwater (CA), Berkeley (CA), Boulder City (NV), Calistoga (CA), Central Point (OR), Ceres (CA), Chandler (AZ), Colfax (CA), Corte Madera (CA), Culver City (CA), Davis (CA), Dunsmuir (CA), Duvall (WA), Fort Worth (TX), Fremont (CA), Fresno (CA), Garibaldi (OR), Gold Hill (OR), Grants Pass (OR), Hemet (CA), Hubbard (OR), Independence (OR), Irvine (CA), Laguna Beach (CA), Larkspur (CA), Lincoln (CA), Livermore (CA), Livingston (CA), Long Beach (CA), Medford (OR), Milpitas (CA), Napa (CA), Novato (CA), Oakland (CA), Orinda (CA), Oxnard (CA), Palo Alto (CA), Park City (UT), Pasadena (CA), Petaluma (CA), Phoenix (AZ), Phoenix (OR), Pismo Beach (CA), Port Hueneme (CA), Portola Valley (CA), Redding (CA), Riverside (CA), Rochester (NY), Rocklin (CA), Rogue River (OR), Roseville (CA), Sacramento (CA), San Francisco (CA), San Rafael (CA), Santa Maria (CA), Santa Monica (CA), Santa Paula (CA), Santa Rosa (CA), Vernon (CA), Victorville (CA), West Hollywood (CA), Windsor (CA).

Counties of: Alameda (CA), Colusa (CA), Contra Costa (CA), Del Norte (CA), El Paso (CO), Fresno (CA), Humboldt (CA), Jackson (OR), King (WA), Lake (CA), Lane (OR), Los Angeles (CA), Marin (CA), Mariposa (CA), Mendocino (CA), Merced (CA), Mono (CA), Napa (CA), Nevada (CA), Orange (CA), Placer (CA), Riverside (CA), Sacramento (CA), San Benito (CA), San Bernardino (CA), San Diego (CA), San Francisco (CA), San Joaquin (CA), San Luis Obispo (CA), San Mateo (CA), Santa Barbara (CA), Santa Clara (CA), Santa Cruz (CA), Shasta (CA), Solano (CA), Sonoma (CA), Stanislaus (CA), Tehama (CA), Tuolumne (CA), Yolo (CA), Yuba (CA).

Local and National Councils, Boards, and Districts: Bear Valley Community Services District, Boulder Creek Fire Protection District, California Prison Industry Authority (CALPIA), Cosumnes Community Services District, Hass Avocado Board (HAB), Jackson County Fire District 5, Los Angeles County Employees Retirement Association (LACERA), Mendocino County Air Quality Management District, Metropolitan Transportation Commission (MTC), Modesto Irrigation District, Monterey One Water, Nevada Irrigation District, Newark Chamber of Commerce, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Orange County Employees Retirement System (OCERS), Placer County Transportation Planning Agency (PCTPA), Port of Long Beach (CA), Rogue Valley Sewer Services, Sacramento Area Flood Control Agency (SAFCA), Sacramento Area Sewer District, Sacramento Employment & Training Agency (SETA), Sacramento Public Library Authority, Sacramento Suburban Water District, San Benito Council of Governments, San Benito County Water District, San Joaquin County Employees' Retirement Association (SJCERA), San Joaquin Tributaries Authority, San Rafael Sanitation District (SRSD), San Ramon Valley Fire Protection District, Sonoma County Library, South Coast Air Quality Management District, Tri-City Mental Health Authority (TCMHA), Truckee-Donner Public Utility District (TDPUD), Tuolumne Utilities District, Valley Water, West Basin Municipal Water District.

Nonprofit and Joint Powers Authorities (JPAs): California Corrections, California Municipal Utilities Association (CMUA), Center Point, Central California Legal Services (CCLS), Community Food Bank, Community Works, Dogs for Better Lives/Dogs for the Deaf, Downtown Streets Team, East Bay Regional Communications Systems Authority, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Gold Coast Health, Greater Richmond Interfaith Program (GRIP), LA Public Media, Latino Public Broadcasting, Los Angeles Unified School District (LAUSD), Northern Valley Catholic Social Service (NVCSS), Options Recovery, Radio Bilingüe, Sacramento County Superior Court, Sacramento Public Library Authority (SPLA), Santa Barbara Superior Court, Santa Cruz County Animal Services Authority, Teton County Joint Housing Authority (TCJHA), Transitions-Mental Health Association, Valley Consortium for Medical Education (VCME), Water Forum, West Angeles Church of God in Christ.

**Private Organizations:** CDS Publications, Central California Truck and Trailer, Morton & Pitalo, NAVA, SWEED, Tekmanagement, Touchstone Accounting.

Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis): City of Fremont (CA), City of Medford (OR), City of Santa Maria (CA), City of Santa Paula (CA), County of Humboldt (CA), County of Mariposa (CA), County of Santa Barbara (CA), and County of San Luis Obispo (CA).

### INDUSTRIES

- Organizational Leadership
- Economic Development
- Facilities & Operations
- Financial, Administrative
   Services, Accounting, Auditing
- Health & Human Services, Housing, Unhoused
- HR, Risk, Labor/Employee Relations
- Information Technology
- Legal, Counsel, Clerk
- Library
- Marketing, Communications, PR
- Parks & Rec, Community Services, Arts
- Planning, Environmental, Community Development, Building, Transit
- Public Safety
- Public Works, Transportation, Engineering

### BELOW IS A LIST OF <u>SIMILAR</u> RECRUITMENTS WBCP HAS MANAGED:

### **ORGANIZATIONAL LEADERSHIP**

- City Manager, City of Atwater, CA
- City Manager, City of Boulder City, NV
- · City Manager, City of Ceres, CA
- · City Manager, City of Colfax, CA
- City Manager, City of Dunsmuir, CA
- · City Manager, City of Garibaldi, OR
- · City Manager, City of Gold Hill, OR
- City Manager, City of Independence, OR
- · City Manager, City of Oxnard, CA
- · City Manager, City of Pasadena, CA
- · City Manager, City of Parlier, CA
- City Manager, City of Petaluma, CA
- · City Manager, City of Phoenix, OR
- City Manager, City of Port Hueneme, CA
- · City Manager, City of Santa Maria, CA
- · City Manager, City of Santa Rosa, CA
- · City Manager, City of Santa Monica, CA
- City Manager, City of Sonoma, CA
- City Manager, City of Talent, OR
- · City Manager, City of Tillamook, OR
- City Manager, City of Ventura, CA
- · City Administrator, City of Duvall, WA
- City Administrator, City of Hubbard, OR
- · City Administrator, City of Rogue River, OR
- Town Manager, Town of Truckee, CA
- Town Manager, Town of Windsor, CA
- Town Manager, Town of Portola Valley, CA
- Assistant City Manager (Municipal Services), City of Sacramento, CA
- Assistant City Manager (Public Safety), City of Sacramento, CA
- Deputy City Manager, City of Long Beach, CA
- Chief Executive Officer, CalPIA (California Prison Authority), CA
- Chief Executive Officer, Downtown Streets Team, CA
- Chief Executive Officer, Newark Chamber of Commerce, CA
- Chief Executive Officer, San Joaquin County Employees' Retirement Association (SJCERA), CA
- Chief Executive Officer, San Joaquin Tributaries Authority, CA
- County Executive Officer, County of Shasta, CA
- County Administrative Officer, San Benito County, CA
- ACAO Assistant County Administrator, County of San Joaquin, CA



### **ORGANIZATIONAL LEADERSHIP (CON'T)**

- ACAO/HR Director, County of Mariposa, CA
- ACEO Assistant County Administrative Officer, County of Santa Barbara, CA
- ACEO Assistant County Executive Officer, County of Napa, CA
- · General Manager, Bear Valley Community Services District, CA
- General Manager, Los Angeles Public Media, CA
- · General Manager, Olivehurst Public Utility District, CA
- General Manager, Radio Bilingüe, CA
- General Manager, San Benito County Water District, CA
- General Manager, Santa Cruz County Animal Services Authority, CA
- · General Manager, Tuolumne Utilities District, CA
- Chief Operating Officer, Futures Without Violence, CA
- · Chief Operating Officer, WBCP Inc., OR
- Chief Operating Officer IT and Administrative Services, Valley Water, CA
- Chief Operating Officer Water Utility Enterprise, Valley Water, CA
- Chief Operating Officer/Executive Director, Valley Consortium of Medical Education, CA
- Assistant General Manager Water Operations, Modesto Irrigation District, CA
- Executive Director, California Municipal Utilities Association (CMUA), CA
- Executive Director, First 5 Association of California, CA
- Executive Director, Water Forum, CA
- · Executive Director, San Benito Council of Governments, CA
- Executive Director, Placer County Transportation Planning Agency, CA
- Executive Director, Teton County Joint Housing Authority, ID
- Executive Director, Arts Commission, County of Santa Barbara, CA
- Executive Director, Latino Public Broadcasting, CA
- Executive Director, Northern Valley Catholic Social Service, Redding, CA
- Executive Director, Greater Richmond Interfaith Program, CA
- · Executive Director, Options Recovery Services, CA
- Executive Director, Sacramento Employment and Training Agency (SETA), CA
- Executive Director, Pacific Gateway Workforce Innovation Network (PGWIN), City of Long Beach, CA
- Executive Director, Tri-City Mental Health Authority, CA
- · Executive Director, First 5 Fresno, CA
- Executive Director, First 5 Santa Barbara County, CA
- Executive Director Police Accountability Board, City of Rochester, NY
- Executive Director, San Joaquin Tributaries Authority, CA
- Assistant Executive Director, First 5 San Mateo, CA
- Chief Animal Control Officer, City of Sacramento, CA
- Chief Deputy Director, ISD, County of Los Angeles, CA
- Vice President/Business Development Director, WBCP Inc., OR
- Executive Vice President, Center Point, CA

Check out our full list of recruitments here: https://tinyurl.com/8vjkk7w3

# RECRUITING WITH DIVERSITY IN MIND

Since partnering with the country's largest network of diversity job boards, we have seen a 21% increase in diverse applicants and a 13% increase in diverse candidates placed in positions with our clients. This demonstrates WBCP's dedication to expanding outreach and removing barriers to apply, ensuring access to a highly qualified and diverse applicant pool.

### **600 Diversity Job Boards:**

When you post a job with WBCP, it is automatically shared across 600 diversity job boards, maximizing reach and ensuring access to a wide and inclusive pool of talent. We also utilize the largest diversity database with over 160 million resumes and 15,000 community based organization contacts to expand our search.

### LinkedIn:

As LinkedIn recruiters, we have access to over 1 Billion profiles, allowing us to evaluate candidates' backgrounds, education, experience, licensure, and more.

















### AI:

WBCP also leverages AI tools to gather additional information to effectively reach future applicants and candidates contact information for emails and phone numbers.

WBCP understands the complexities of meeting the needs of a diverse community, and we provide a thorough, complete, and fair recruitment process.



Streamline and Satisfy the RFP Process to receive recruiting on demand. Reach out to WBCP today for more information.





Scan to learn more!



# WHY CHOOSE WBCP

### **Proven Expertise:**

- Over 20 Years in Business and 100+ Years
   of Experience: With over a century of
   combined experience, our recruitment
   professionals excel in public service sectors,
   including cities, counties, utilities, special
   districts, joint powers authorities, and non profits. Our proven track record ensures
   expertise tailored to your needs.
- 100% Success Rate: In 2024, we achieved a 100% success rate, successfully filling every position we managed including partial and full scope services from engineering, planning, finance, health and human services, legal, legislative, hard-to-fill civil service positions, and many more! We deliver results no matter what the challenge.

**Employer Recognition:** WBCP has been recognized as Oregon's TOP 100 EMPLOYERS.

HR Teams Trust Us: We simplify the recruitment process, managing every detail so HR teams can focus on other priorities. From sourcing candidates to scheduling interviews and providing updates, our seamless approach saves time, reduces stress, and ensures results.

Strategic Marketing and Advertising: Our marketing team designs targeted campaigns using diverse, cost-effective channels powered by Al. These campaigns maximize reach while staying within budget and include:

- Diverse Applicant Pools: Access to over 600 diversity-focused job boards, 15,000 diversity affiliations, and 120 million resumes ensures diversity is integral to our process.
- LinkedIn Recruiter Expertise: With access to 230 million U.S. profiles, we connect you with top-tier talent.
- Al-Driven Talent Acquisition: Advanced Al strategies enhance efficiency and uncover new candidate engagement opportunities.

Trusted Partners and Culture Cultivators: We go beyond finding candidates by building trust with your team and stakeholders. Our tailored strategies align top talent with your organizational culture, ensuring a collaborative and thoughtful recruitment process.

Recruiting with Competencies: Ensures a fair, measurable, and effective hiring process. This strategic approach helps identify the client's needs and then assesses candidates on the critical skills and behaviors for success.

### Benefits:

- Fairness: Focuses on role-specific competencies.
- Measurability: Provides objective evaluation criteria.
- Better Matches: Aligns talent with organizational and cultural needs.
- Equitable: Reduces bias with standardized assessments.

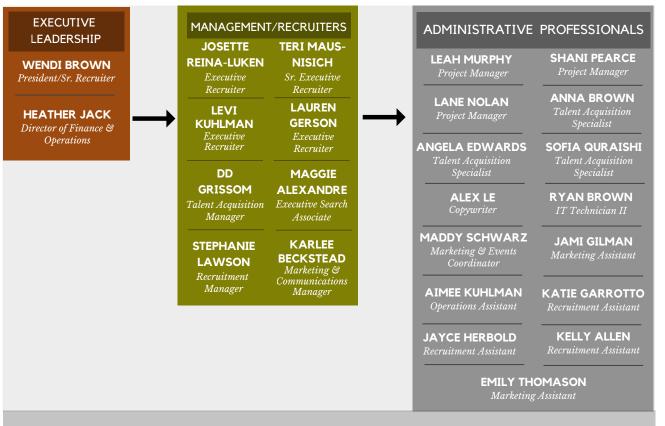
Recruiting with competencies delivers highquality, measurable solutions that ensure the best candidates for your team's success and cultural alignment.

Timely and effective background and Reference Checks: WBCP partners with a trusted third party for thorough background checks and relies on a 30-year public safety veteran, retired as a police chief, and an expert in employee investigations, to conduct expert reference verifications. This ensures accuracy, professionalism, and confidence in every hiring decision.

Guaranteed Satisfaction: We stand behind our work with a 12–24 month guarantee. If the initial placement doesn't work out, we will conduct a replacement search at no additional consulting fee, ensuring lasting value for your investment.

### III. IDENTIFICATION OF KEY PERSONNEL......

### A. ORGANIZATIONAL CHART





# III. IDENTIFICATION OF KEY PERSONNEL.....

# **B. WBCP KEY STAFF**

WENDI BROWN
Lead Consultant/
Sr. Executive
Recruiter



I am the President of WBCP, with over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have worked in various industries - advertising and public relations, national real estate franchisor, global manufacturing - and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor's of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working toward a Master's in Management at Southern Oregon University

TERRI MAUS-NISICH Sr. Executive Recruiter



Terri Maus-Nisich holds a pivotal role as one of our Senior Executive Recruiters, leveraging her extensive background as a distinguished leader in local government. With a local government career spanning over 40 years, Terri's journey includes transformative roles within the County of Santa Barbara, where she ascended from Parks Director to Assistant County Executive Officer, overseeing vital municipal and health/human service departments. Her remarkable impact encompasses leadership in Homeless Services, Communications, and Emergency Management, driving community engagement, disaster recovery, and support for vulnerable populations. Before her tenure in Santa Barbara, Terri spent 15 years with the City of Santa Clarita in roles ranging from analyst to Deputy City Manager. Throughout her remarkable career, Terri prioritized strategic planning, and innovative problem-solving, organizational development, garnering numerous awards. She holds a Bachelor's Degree from UC Santa Barbara, a Masters of Public Administration from Cal State Northridge, and a graduate certificate from Harvard University's JFK School of Government.

# III. IDENTIFICATION OF KEY PERSONNEL.....

### B. WBCP KEY STAFF

LAUREN GERSON
Executive Recruiter



Lauren Gerson is a seasoned Executive Recruiter at WBCP, where she draws on over 15 years of experience in career services, customer relations, and operations. Her recruiting expertise extends across various industries, with notable success in health and human services, utilities, and finance. Lauren has helped organizations across multiple states fill hard-to-hire positions at every level, from individual contributors to executives. Lauren's diverse professional journey began in operations and events management, where she honed her expertise in human resources, business management, and regulatory compliance. She later transitioned to career services, and prior to joining WBCP, worked with a career coaching company helping job-seekers better leverage their skills and overcome barriers to employment. Lauren holds a Bachelor's degree in Philosophy from Whittier College. She brings a unique perspective to her role, and is committed to making a positive impact both professionally and personally. With her unwavering dedication and client-centric focus, Lauren continues to drive success and excellence in executive recruitment at WBCP.

LEVI KUHLMAN

Executive Recruiter



Levi Kuhlman is an Executive Recruiter at WBCP, and an experienced professional with a multifaceted career spanning across executive recruitment, real estate, and entrepreneurship. He has worked extensively with local municipalities, special districts, and not-for-profit organizations across the Western region, with a focus in California, Oregon, and Idaho. Levi has conducted many successful recruitments in various industries including planning, rent stabilization and housing, engineering, finance, city management, transportation and transit, community development, building and safety, public safety, risk management, and information technology. Levi serves as a skilled and diplomatic liaison, earning a reputation for his personalized approach to recruiting. Before joining the ranks of WBCP, he advocated on behalf of tenants, landlord, and clients. With a diverse skill set and a commitment to excellence, Levi continues to make significant contributions to WBCP, his clients, and broadening the professional community one recruitment at a time.

JOSETTE REINA-LUKEN Executive Recruiter



Josette, an Executive Recruiter at WBCP, specializes in government finance and the water industry with nearly 30 years of experience. Her career began in IT, managing software implementations and leading training and sales teams. After earning her MBA, she transitioned to municipal agencies, holding various management positions, including Administrative Manager and Financial Manager. With expertise in budgeting, strategic planning, and organizational development, Josette has made significant contributions to the agencies she's served. She holds a Bachelor's Degree in Political Science/Public Administration from the University of South Florida, an MBA from the University of Phoenix, and certificates in Human Resources from the California State University and Leadership from the University of Davis.

## IV. DESCRIPTION OF SERVICES.....

### A. SCOPE OF WORK

- Facilitate initial kick-off meeting with Client and other meetings 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.
- Attend all other meetings and engagements as needed or identified by the Client.
- Implement advertising plan including: publication, headhunting, direct mail, and other online and email marketing efforts.
- Provide timely updates and progress reports to the client regarding search services; every two weeks or as Client identifies is needed.
- Preliminary internet searches will be conducted on recommended candidates.
- Coordinate interview panel(s) as needed, or coordinate this process with Client.
- Receive and review applicants and screen those applicants to identify top candidates. Top
  screened paper applicants will be video/phone screened by recruiter to identify the key
  competencies (technical and interpersonal) to assist in identifying the top group of
  candidates who will be recommended at the Client/WBCP shortlist meeting.
- Facilitate shortlist meeting with Client review and select candidates who will be invited to interview.
- Coordinate invitations to candidates.
- Develop interview questions and other selection details to meet specific needs and identify key competencies of candidates.
- Facilitate interviews with panel(s).
- Background and reference checks will be conducted with candidates who are identified as
  final candidates after initial Client interviews have been conducted. Background checks will
  be conducted in accordance with local law and typically include the following: criminal
  (local, state, and federal), education, credit, social security. References will be conducted
  based on a 360-degree perspective and will include staff, peers, and superiors. Onsite
  background services are available at an additional fee (see fees for details)
- Facilitate offer and negotiations with selected candidate; as directed by Client.

# IV. DESCRIPTION OF SERVICES.....

### **B. RECRUITMENT STRATEGY & PHASES**

WBCP knows how to customize your search strategy to meet your unique recruitment needs. We customize your recruitment based on the specific needs, target audience, and challenges for each recruitment; however, below is a baseline approach for most recruitments.

### **CLIENT & STAKEHOLDER MEETINGS**

We require the Client and/or Search Committee, and other stakeholders identified by the Client, be involved in the initial and final phases of this recruitment. These are critical phases to ensure we obtain a clear sense of the priorities and the successful hire of the right candidate. WBCP will meet with various stakeholders as warranted by the Client and the level of the position in the organization. These meetings will allow us an opportunity to gather information and gain knowledge about the organization, community, and unique aspects of the recruitment to design the ideal candidate professional profile, advertising materials, and strategic approach

# PHASE I

### FEEDBACK OUTCOME / TIMELINE DEVELOPMENT

Following the Client/stakeholder meetings, we will develop a detailed timeline for the recruitment along with a proposed advertising plan for approval.

### CREATIVE DEVELOPMENT

Immediately following the client feedback activities, we will draft the competencies for the recruitment and advertising material/recruitment brochure for the Client's review. This information will summarize what was learned from Client-related interviews and will be used to advertise the opening.

### MARKETING STRATEGY & IMPLEMENTATION

WBCP will execute a customized marketing/ad plan once the job announcement is created. An ad plan could include the following (based on assumptions), and will be customized based on information gathered in Phase I:

### DIGITAL ADVERTISING WITH DIVERSITY IN MIND

WBCP utilizes digital advertising to obtain diverse applicant pools, leveraging local and national job boards, associations, and social media. In partnership with a diversity platform, our postings reach up to 600 local employment and diversity websites, connecting across 15,000+ community organizations and niche sites, tapping into a job bank of 2 million resumes. Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.

### **EMAIL & DIRECT MAIL ADVERTISING**

In addition to tapping into WBCP's existing pool of potential applicants, we have the capability to access various professional lists. We actively seek out additional lists through associations, contacts, and other strategic channels.

### SOURCING/HEADHUNTING

WBCP employs a proactive approach by reaching out to targeted individuals and cultivating new connections through referrals from reputable sources. As a LinkedIn recruiter, we harness the power of over 350 million profiles to identify and engage with ideal candidates. Additionally, WBCP utilizes cutting-edge AI tools for precise Boolean searches, enabling us to uncover niche candidates effectively.

### **COMMUNICATION WITH CLIENT**

We will provide weekly updates on the progress of this search unless the client prefers more or less frequent communications. We tailor our communications in accordance with our Client's needs.



### IV. DESCRIPTION OF SERVICES..

### RESUME ASSESSMENT

WBCP will review resumes as they are received and/or at the close of the recruitment. Those candidates determined to be the most highly qualified will be selected for a screening interview.

### SCREENING INTERVIEWS / REPORT TO CLIENT

WBCP does not restrict the number of applicants or candidates to be screened. Rather, we interview candidates who meet our ideal candidate criteria; frequently this group amounts to 20 candidates, or on average 20% of the applicant pool. Following the completion of the phone screen interviews, we will develop a report/recommended shortlist of candidates, which includes: resumes, cover letters, and a one-page profile summary of candidates' professional history, including a brief overview of WBCP's assessment and the results of their phone screen. We will meet with the selection committee/Client to review this report and select candidates for interviews. In this meeting, we will review the recruitment plan and discuss the final stages of the selection process.



### COMMUNICATION WITH CANDIDATES

WBCP will take responsibility for communicating with the applicants/candidates during each phase of the search process and Client should refer any inquiries from potential or existing applicants directly to WBCP.

### SELECTION PROCESS

WBCP will design and administer an appropriate final selection process based on the needs of the Client (tailored to the need and recruitment). WBCP will facilitate the invitation and coordination of these meetings/interviews and provide additional assessment tools/recommendations such as interview questions, writing and presentation exercises, problem solving scenarios, etc.

### **COMMUNICATION WITH CLIENT**

Following the interviews and the Client's top candidate(s) selection, we will assist the Client with facilitating a thorough background and reference check. A typical approach includes a review of federal, state, and local criminal background checks and academic verification by a licensed background agency. Reference checks are conducted over the phone by a senior consultant and a final report is provided to the Client. References are completed on candidate(s) being considered after initial/panel interviews.



### NEGOTIATIONS

Once the client reviews and is comfortable with the findings in the background and reference report, we are available to assist with negotiations on compensation, benefits, start date, and other transition details.

### IV. DESCRIPTION OF SERVICES.......

### C. TIMELINE

# BELOW IS A SAMPLE OF AN EXECUTIVE SEARCH TIMELINE THAT WBCP WILL CUSTOMIZE FOR THIS RECRUITMENT

### Week 1:

- · Secure services with search firm, WBCP, Inc.
  - WBCP can schedule a Kickoff meeting as soon as we are selected.
- WBCP: review search parameters and recruiting processes with Client
  - Interview with hiring authority and other stakeholders for competencies
  - Identification of advertising venues and ideal candidate prospects
  - Calls, meetings, or coordination with other stakeholders for information gathering

### Weeks 1 + 2:

- Develop and approvals: recruitment process, deadlines, ad plan and strategy, recruitment timeline and brochure
- Print coordination (if applicable)

### Weeks 2 + 3:

- OPEN RECRUITMENT AND AD PLAN: Implement marketing plan and direct mail (if applicable)
- · Secure panel member calendars
- Timeline may be extended if direct mail piece is included (i.e., print/postage)
- Finalize panel members and interview logistics and invitations to panel members

### <u>Weeks 4, 5, + 6:</u>

Receive applications –Collect and source applicants will continue until recruitment closes

### Weeks 7 + 8:

- CLOSE RECRUITMENT AND ADVERTISING
- Conduct initial phone screen to identify shortlist of candidates
- Preliminary check on shortlist candidates (Google search)
- Candidate profiles developed and short list recommendations to client

### Weeks 9 + 10:

- · MEETING Client confirms selection of candidates to be advanced to panel interviews
- Finalize questions, presentation, in-basket (as determined)
- Coordinates invitations with selected top candidates (shortlist)
- Produce panel candidate interview packets

### <u>Weeks 10 + 11:</u>

- WBCP facilitates interview process Interview process will be customized based on client and community needs:
  - Day 1: Panel Interviews Conducted; Day 2: 2nd Interviews with executive leaders;
  - 3rd interviews may be scheduled as needed with Boards/Commissions, etc.;
  - As needed schedule staff and/or community discussions/meetings

### **Week 12:**

- WBCP conducts background and reference checks (backgrounds may be conducted by Client if current contract exists)
- WBCP conducts full reference checks for candidate(s) selected for Board/Commission interviews; or when Client is interested in making an offer

### **NEGOTIATIONS / HIRE:**

- Hire date to accommodate possible candidate relocation
- Client (WBCP available to assist in process) conducts offer and facilitates salary negotiations with preferred candidate



# IV. DESCRIPTION OF SERVICES....

### D. GUARANTEE

WBCP Inc. provides either a placement guarantee, or a replacement guarantee as determined by the recruitment outcome and defined below:

**Successful Placement Guarantee:** We guarantee a successful placement and will provide continued consulting services for one additional recruitment at no extra consulting fee. The client will be responsible for any direct expenses.

### OR

**Replacement Guarantee:** If a candidate selected and appointed by the client leaves their position for any reason before completing **12 months** of service, WBCP will provide consulting services at no additional cost to secure a replacement. The client will be responsible for any direct expenses. This guarantee applies to one replacement within one year of the candidate's departure.

### V. RATES AND CHARGES......

WBCP will not limit the number of hours we work on a recruitment, rather we charge a flat rate and will spend the time necessary to ensure we are successful. 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).

### SERVICE COST PER RECRUITMENT

### CITY MANAGER

Description of Services/Deliverables:	Inclusive Rate per Recruitment:
<u>Consulting Services:</u> Phases I-IV in the proposal's recruitment strategy/phases section.	\$28,900
Expenses Include: Travel to client location (up to 2 trips); document shipping fees/delivery charges to facilitate virtual meetings, panel packet content; fees for background and reference checks; may include fee for one additional consultant to travel (and related expenses) and facilitate an additional panel for one day (\$700/day); brochure/graphic design (\$950); marketing and advertising which may include: print and postage (if applicable); online job boards; social media; sourcing; and may include flat fee pricing for: LinkedIn \$395, InMails \$300, Circa Diversity Job Boards \$295, Zoom Info \$299. These expenses will be billed based on what is expended and based on the needs of the client/recruitment.	Up to \$5,500 - \$7,900 (direct expenses not-to-exceed)

### **Candidate Travel Coordination**

As requested, WBCP can coordinate and cover all candidate travel arrangements for no additional fee, but direct candidate expenses will be passed through to the client. We expect a cost of approximately \$1,500 per candidate. This includes booking, scheduling, and full logistical support to ensure a seamless interview process.

### **Cost and Timeline Policy**

To ensure the success and efficiency of our recruitment services, the following policies regarding cost and timelines are in place:

- 1. Timeline Development: Timelines provided to our clients are valid for 10 business days. If a timeline is not secured or confirmed within this period, it may no longer be available. In such cases, the timeline may be reassigned to another client, and a revised timeline will be provided.
- 2. Work Performed Out of Scope: 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: Deviating from the agreed timeline will void the recruitment services guarantee.
  - b. Additional Charges: Adjustments to timelines will incur additional fees, billed at our standard hourly rate.
- 3. Cost Negotiable: While our standard pricing reflects the value and quality of our recruitment services, we understand that each client's needs are unique. As such, pricing may be negotiated depending on the specific scope and requirements of the engagement. Please feel free to discuss your needs with us, as we may be able to negotiate pricing.

These policies ensure clarity, fairness, and high-quality outcomes for all parties involved.

Agenda Item Number 1

# VI. AVAILABILITY & COMMITMENT TO PROVIDE SERVICES

WBCP affirms our strong commitment to providing focused, responsive and high-quality recruitment services to the City of Sebastopol for the full duration of the contract. We recognize that public sector recruitment requires not only a deep understanding of municipal operations but also a commitment to collaboration, transparency, and a tailored approach that aligns with the City's strategic goals and organizational culture.

Our firm is fully prepared and equipped to dedicate the necessary time, personnel, and resources to support the City's recruitment efforts from start to finish. We understand that successful recruitment goes beyond simply filling a vacancy — it involves identifying and attracting top-tier talent who are aligned with the City's mission, values, and long-term vision.

We are confident in our ability to deliver a streamlined, professional recruitment process tailored to the City's specific needs and expectations. Should we be selected, our firm is committed to working closely with City leadership, key stakeholders, and hiring managers to develop and execute a successful recruitment strategy for each position.

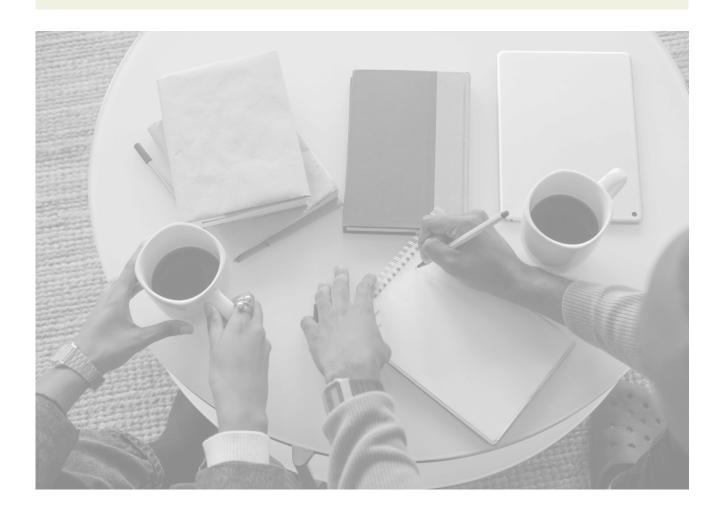
In summary, WBCP assures the City of Sebastopol that we will devote the necessary focus, attention, and expertise to your recruitment efforts throughout the term of the contract, and we look forward to the opportunity to support the City in securing outstanding talent to serve the Sebastopol community.



# VII. ACTUAL OR PERCEIVED CONFLICTS......

WBCP, Inc. has no actual or perceived conflicts of interest with the City. While approximately 98% of our clients are other municipalities—many of them in California—none of our engagements would limit our ability to provide impartial, objective recruitment services to the City.

WBCP's policy is to proactively identify potential conflicts prior to and during an engagement, promptly notify all affected clients if a conflict arises, and implement appropriate safeguards such as obtaining informed consent, establishing information barriers, or declining the engagement if necessary. We are committed to maintaining the highest standards of transparency, fairness, and ethical practice in all work we perform.



### VIII. REFERENCES..

### 1-City of Santa Monica, California

### **Similar Positions Filled:**

City Manager

### **Contact Information:**

- Michael Arnoldus, Human Resources Manager Michael. Arnoldus@santamonica.gov | 310-458-8613
- Dana Brown, Director of Human Resources <u>Dana.Brown@santamonica.gov</u>

### 2-City of Pasadena, California

### **Similar Positions Filled:**

City Manager

### **Contact Information:**

 Tiffany Jacobs-Quinn, Human Resources Director - <u>tjacobsquinn@cityofpasadena.net</u> | 626-744-4126

### 3-City of Colfax, California

### **Similar Positions Filled:**

City Manager

### **Contact Information:**

Mike Luken, Interim City Manager - mluken78@gmail.com | 916-997-2760

### 4-City of Santa Rosa, California

### **Similar Positions Filled:**

City Manager

### **Contact Information:**

- Maraskeshia Smith, City Manager cmoffice@srcity.org | 513-256-1673
- Chris Rogers, Mayor <u>crogers@srcity.org</u> | 707-543-3017

# IX. MARKETING MATERIAL EXAMPLES....

Click below to see our marketing samples for similar positions. To see all of our brochures, visit: <a href="wbcpinc.com/closed-jobs-private/">wbcpinc.com/closed-jobs-private/</a> and use the password: wbcp202510\*

- <u>City Manager, City of Santa Monica, CA</u>
- Town Manager, Town of Truckee, CA
- <u>City Manager, City of Boulder City, NV</u>
- · City Manager, City of Colfax, CA
- City Manager, City of Petaluma, CA
- <u>City Manager, City of Santa Rosa, CA</u>
- <u>City Manager, City of Pasadena, CA</u>
- <u>City Manager, City of Oxnard, CA</u>
   <u>City Manager, City of Sonoma, CA</u>
- City Manager, City of Port Hueneme, CA



### X. OTHER...

### INSURANCE

WBCP and its sub-consultants have reviewed the contractual agreement and the Insurance Requirements. If selected, WBCP will execute said agreement and will provide the required insurance documents. WBCP will submit certificates of insurance as evidence of the required coverage limits. Insurance policies include: liability, errors and omissions, workers compensation, and vehicle insurance.

### CONFIDENTIALITY SAFEGUARDS

Confidentiality is paramount in the work we do. We ensure that the client and candidate information we receive, and conversations with our client (and certainly discussions in closed session) are kept confidential. There are several physical safeguards we have in place including: locked and alarmed office space, password, and encryption protected information on our computers and servers, multiple backup systems. As information is shared with our client, we discuss the importance of confidentiality and why it is important to the candidates they are considering but also brands the organization appropriately. We also ask candidates who are interviewed to keep candidate information confidential, as they may see or meet a candidate during the process. We emphasize that confidentiality is not just until the recruitment is completed, and a candidate is hired, confidentiality is in perpetuity. Leaked information is not a reputation that a client wants to receive, as this could deter future applicants from applying.

### ORGANIZATIONAL DIVERSITY STATEMENT

WBCP embraces cross-cultural diversity and we are committed to equitable treatment and elimination of discrimination in all its forms at all organizational levels and throughout all consulting practices, including search services. We strive to reach diverse groups of people to inform them of leadership opportunities. Upon our 2024 year-end review, we found that over the last three years, 70% of our applicants and 63% of our placed candidates came from diverse backgrounds. We will make extensive efforts to attract a qualified applicant pool that represents a broad range of gender and ethnically diverse individuals.

### FORCE MAJEURE

Client agrees that WBCP, Inc. is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes, and/or Acts of God) that prevent WBCP, Inc. from meeting its obligations under this Agreement.

	AUGUST 26, 2025
Wendi Brown, President	Date
Client, Title	 Date



# **PROPOSAL**

# **City of Sebastopol**

**Executive Recruitment Services for City Manager** 

RFP 6688-2025

Due Date: September 02, 2025

5:00 P.M. PT

Submitted by:

**Melissa Asher** 

Chief of Client Services

CPS HR Consulting, 2450 Del Paso Road, Suite 220, Sacramento, CA 95834 P: (916) 471-3358, masher@cpshr.us

Tax ID: 68-0067209

www.cpshr.us



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# **Cover Letter**

September 02, 2025

City of Sebastopol 7120 Bodega Ave Sebastopol, CA 95472

Submitted via email to: deborah@muchmorethanconsulting.org

**Subject: Executive Recruitment Services for City Manager** 

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the City of Sebastopol (City) with the recruitment of a new City Manager. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with executive search, screening, and placement. We have 40 years of experience providing human resources services to state and local government agencies and non-profit organizations, and over 20 years of experience placing top executives in public agencies throughout the United States.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

CPS HR offers a broad spectrum of human resource services while delivering personalized, results-oriented services, utilizing best practice methods of recruitment and selection strategies from our team of recruitment experts. Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important this transition is for you and are perfectly placed to assist you in this endeavor. Once this project begins, we will work with the City to tailor our process to highlight this exciting opportunity and attract the best possible candidates.

It is our commitment to work in partnership with your organization to a successful result.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, please do not hesitate to contact me at (916) 471-3358 or via email at <a href="masher@cpshr.us">masher@cpshr.us</a>.

Sincerely,

Melissa Asher

Chief of Client Services



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# **Qualifications and Experience**

# About CPS HR Consulting

CPS HR is a client-focused human resources and management consulting firm, dedicated to addressing the unique challenges faced by government and non-profit organizations. Founded in 1985, we have earned a reputation as a trusted advisor by leveraging our in-depth public sector expertise to deliver practical, results-driven solutions. As a Joint Powers Authority, we are a self-supporting government agency exclusively serving public entities. This gives us a distinct advantage in understanding and meeting the specific needs of clients across all levels of government, including Federal, State, Local, Special Districts, Higher Education and Non-Profit organizations.

Our unwavering commitment to delivering an unparalleled client experience is built on our comprehensive knowledge of the complexities within the public and non-profit sectors. We assist organizations in attracting, hiring, retaining, and motivating top talent, essential for driving organizational excellence in alignment with their vision.

With more than 100 full-time employees and a network of 200+ project consultants and technical experts across the nation, CPS HR has partnered with more than 2,700 public and non-profit clients throughout the United States. Headquartered in Sacramento, CA, with regional offices in Texas, Colorado, Ohio, and Southern California, we are strategically positioned to support your organization's growth and help your employees fulfill the promise of public service.

### **Client Focused**

We help clients succeed by:

- Understanding Their Goals: We listen to your needs, understand your business, and focus on achieving your desired outcomes.
- Unlocking New Perspectives: Together we explore new ideas, expand possibilities, and consider the broader impact on those you serve.
- **Bringing Solutions to Life:** We put plans into action, making strategies operational and effective.
- **Empowering Their Growth:** Provide you with the tools and knowledge to elevate performance and expand capabilities for your organization and those you serve.



## Joint Powers Authority

Cooperative Personnel Services, doing business as CPS HR Consulting, is a national firm and is a governmental Joint Powers Authority (JPA) of the State of California. A JPA is a public agency created pursuant to the Joint Exercise of Powers Act (Government Code 6500 et seg). This Act allows two or more government agencies to establish a new public entity authorized to exercise those powers jointly held. A JPA is an instrumentality of a state or a political subdivision of a state and is not a registered corporation of any state. Cooperative Personnel Services was established under a "Joint Powers Agreement" by the State Personnel Board of the State of California, the counties of Sacramento and Sonoma, the Hayward Unified School District, the City of Anaheim, and the East Bay Municipal Utility District, and its purpose is to provide the opportunity for the joint powers "to discuss, study and solve common or similar problems with respect to modern human resource and related management processes."

# Consulting Services

### **Areas of Expertise and Core Markets**

CPS HR believes in an integrated, systems-based approach to talent management and provides consulting in all the key areas which follow.



# **CORE SERVICES**

Comprehensive HR solutions for advanced organizational performance.



### TALENT MANAGEMENT

- Classification & Compensation
- HR Consultation / Outsourcing
- HR Membership Subscription
- Recruitment Solutions
- Organizational Assessment
- Succession Planning



### HR COMPLIANCE

- Policies & Procedures
- Complaint Investigation



### ORGANIZATIONAL CULTURE

- Diversity Equity Inclusion (DEI)
- **Employee Engagement**

TESTING & SELECTION

Test Administration

Job Analysis

Assessment Center Services

Selection Tools Development

Employment Testing/Test Rental



### **LEARNING & DEVELOPMENT**

- Training
- **Executive Coaching**
- Performance Management
- 360° Feedback



### **LICENSING & CERTIFICATION**

- Accreditation
- Applicant/Candidate Management
- Credential Program Management
- **Testing Services**



# Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through **more than 20 years** of placing top and mid-level executives in public agencies throughout the United States.

- Unmatched Recruitment Experience for Government Agencies. CPS HR has extensive experience in recruiting executive-level professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.
- Focus on Diversity Recruiting. In the past three years, 57% of the candidates placed by CPS HR were female, members of ethnic minorities or both. To continue this trend, CPS HR is constantly assessing the best methods for reaching the broadest network of possible candidates. To that end, we have just signed a contract with Zoom Info, a new sourcing platform, that includes a diversity sourcing filter.
- Seasoned Executive Recruiters. Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.
- **Detailed Needs Assessments.** We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.
- Success Recruiting Non-Job Seeking Talent. We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.
- Vast Pool of Public Agency Contacts. CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.
- Satisfied Clients. Our executive search client satisfaction rating averages 4.6 on a scale of 5. While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the

results of these surveys to their performance management system? CPS HR Consulting does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.

- Retention/Success Rate. Our success rate is tied to the longevity of the candidates we place, currently more than 95% of our placements are still in their position after two years.
- Partial list of recruitments. Below is a list of recent executive recruitments to showcase our experience in leading searches of similar scope.

Agency	Title	Year Completed
City of Sacramento, CA	City Manager	Current
City of Missouri City, TX	Assistant City Manager	Current
City of Oklahoma City, OK	Assistant City Manager	2025
City of Arvada, CO	City Manager	2025
County of Orange, CA	County Administrative Officer	2025
City of Carbondale, IL	City Manager	2025
San Joaquin Area Flood Control Agency, CA	Executive Director	2024
San Diego Ethics Commission, CA	Executive Director	2024
California Workforce Association	Executive Director	2024
County Welfare Directors Association of California, CA	Executive Director	2024
Fresno Council of Governments, CA	Executive Director	2024
City of Simi Valley, CA	Deputy & Assistant City Manager, Outreach	2024
City of Farmersville, CA	City Manager	2024
County of San Diego, CA	Chief Administrative Officer	2024
San Diego Association of Governments, CA	Chief Executive Officer	2024
City of Arcata, CA	City Manager	2024
California Student Aid Commission, CA	Executive Director	2024



### RFP 6688-2025 Executive Recruitment Services for City Manager

Agency	Title	Year Completed
Stanislaus County Housing Authority, CA	Executive Director	2024
City of Simi Valley, CA	City Manager	2024
Contra Costa County Employees' Retirement Association, CA	Chief Executive Officer	2024
Orange County Power Authority, CA	Chief Executive Officer	2024
Southern California Public Power Authority	Executive Director	2024
County of Luis Obispo, CA	County Administrative Officer	2024
City of Gillette, WY	City Administrator	2023
Sierra Lakes County Water District, CA	General Manager	2023
Selma-Kingsburg-Fowler County Sanitation District, CA	General Manager	2023
City of Phoenix, AZ	Assistant City Manager	2023
City of Phoenix, AZ	Deputy City Manager	2023
City of Baytown, TX	City Manager	2023
City of Littleton, CO	Deputy City Manager	2023
City of Littleton, CO	City Manager	2022
City of Oklahoma City, OK	Assistant City Manager	2022
City of Bellaire, TX	City Manager	2022
County of Trinity, CA	County Administrative Officer	2022
City of Nogales, AZ	City Manager	2022
County of Imperial, CA	County Executive Officer	2022
City of Turlock, CA	City Manager	2022
City of Dallas, TX	Assistant City Manager	2022
City of Tucson, AZ	Assistant City Manager/Chief Financial Officer	2022
City of Piney Point Village, TX	City Administrator	2022
City of Nogales, AZ	City Manager	2022
City of San Diego, CA	Chief Operating Officer	2022
California High Speed Rail	Chief Operating Officer	2022



#### Proposal to the City of Sebastopol

#### RFP 6688-2025 Executive Recruitment Services for City Manager

Agency	Title	Year Completed
City of Surprise, AZ	City Manager	2021
City of Aztec, NM	City Manager	2021
County of Yolo, CA	County Administrative Officer	2021
City of Aurora, CO	Deputy City Manager	2021
City of Dickinson, TX	City Manager	2021
City of Dayton, TX	City Manager	2021
County of Los Alamos, NM	County Manager	2021
City of Hercules, CA	City Manager	2021
City of Clayton, CA	City Manager	2021
City of Marysville, CA	City Manager	2021
County of Flathead, MT	County Administrator	2021
County of Yolo, CA	Assistant County Administrative Officer	2020
City of Greeley, CO	Deputy City Manager	2020
City of Reno, NV	City Manager	2020
City of Bozeman, MT	City Manager	2020



# **Our Executive Recruiting Team**

CPS HR has assembled a strong project team with each member possessing extensive recruiting experience and a direct, in-depth understanding of local government. Your executive recruitment team will be *Ms. Pamela Derby, Mr. Erich WonSavage and Ms. Fatima Nukic*. They will work collectively to fulfill the City's needs in a timely and effective manner. We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. We will not utilize subcontractors for these services. No staff members will be removed or replaced without the prior written concurrence of the City.

#### Team Resumes

#### Pamela H. Derby, Manager, Executive Recruitment

Since joining CPS HR Consulting in 2003, Pam Derby has conducted a wide range of recruitments for county, city, special district and association executives including city attorney, executive director, general manager, city manager, assistant and deputy city manager, police chief, community and economic development director, human resource director, finance director, city administrator, registrar of voters, library director, and director of information technology in addition to specialized support positions. Ms. Derby is currently leading the recruitment for the City Manager for the City of Sacramento.

Prior to joining CPS HR, Ms. Derby served as the Aide to the Yuba County Board of Supervisors serving as the Board's liaison to County Department Heads, the community, and the media. This experience provided her with a unique perspective into the special circumstances that exist in a Board/Council-Manager relationship and a keen awareness of the inner workings of local government. She is sensitive to balance the wants of the community with the needs of the client so as to tailor a recruitment process that reaches out to the most appropriate candidates and ensures a diverse group of individuals from which to make a selection. She has successfully employed these techniques in jurisdictions ranging from under 10,000 to 10 million. Moreover, she employs a firmly-held personal philosophy that candidates must be treated with the same respect and careful consideration as her client.

Prior to her local government service, Ms. Derby served in the private sector and with several non-profit lobbying associations. She was responsible for the management of several large consumer groups.

#### **Employment History**

- Senior Executive Recruiter, CPS HR Consulting
- Professional Management Consultant, CPS HR Consulting
- Administrative Technician, CPS HR Consulting



- Aide to the Board of Supervisors, Yuba County, CA
- Special Cases Manager, Consumer Relations, The Money Store, CA
- Supervisor, Trailing Documents, The Money Store, CA

#### **Education**

California State University, Chico, major course emphasis – Physical Education/English

#### Erich P. WonSavage, Principal Executive Recruiter, MSM, PHR, SHMR-CP

A seasoned and results-driven human resources leader, Erich brings over 20 years of public sector experience driving strategic HR initiatives that enhance organizational performance. With deep expertise across talent acquisition, workforce planning, employee relations, compensation design, and executive coaching, he has led full-cycle recruiting efforts, including executive-level searches, and executed large-scale organizational restructures. From developing leadership academies and succession planning frameworks to mediating complex employee relations issues and designing equitable compensation strategies, Erich is known for crafting sustainable solutions rooted in data, compliance, and employee engagement. His collaborative leadership style and commitment to operational excellence has made him a trusted advisor to senior leadership, guiding culture transformation, performance management, and DEI-focused strategies.

#### **Employment History**

- Principal Executive Recruiter, CPS HR Consulting 04/2025-Present
- Chief Human Resources Officer, Poudre School District 07/2022 08/2024
- HR Director, WellPower 06/2018 07/2022
- HR Director, South Suburban Parks & Recreation, 04/2017 06/2018
- HR Director, City of Littleton, 02/2008 -04/2017
- HR Director, South Metro Fire Rescue, 03/2006 -02/2008
- HR Manager, Mental Health Center of Denver, 06/1999 -03/2006

#### **Education and Certifications**

- Master of Science Degree in Management & Human Resources, Regis University
- Bachelor's Degree in Communications & Business, University of St. Thomas
- Professional in Human Resources (PHR), HRCI
- SHRM-CP, Society for Human Resources Management (SHRM)
- Certificate in Organizational Development, Employer's Council
- Certificate in People Analytics, HRCI
- Certified MBTI (Meyers Briggs) Facilitator, CPP, Inc.



- Radical Collaboration Trainer, The Schutz Company
- Certified Mediator, Mars Dixon & Associates
- Certified Plan Sponsor Professional (CPSP), American Retirement Association

#### **Community Leadership & Activities**

- SHRM San Diego
- San Diego HR Forum
- North County HR Community

#### **Fatima Nukic, Associate Executive Recruiter**

Fatima Nukic brings over ten years of professional experience in the public sector, specializing in a wide range of executive recruitments for counties, cities, special districts, and associations. Her expertise includes recruiting for key leadership positions such as Executive Director, City Attorney, Police Chief, Human Resources Director, Finance Director, Health and Human Services Director, Risk Manager, and Environmental Resources Director, among others.

Ms. Nukic is an action-oriented, results-driven recruiter who excels in developing innovative strategies to promote recruitments and identify ideal candidates. With a strong background in promotion, sourcing, and social media marketing, she plays a key role as an Associate Executive Recruiter at CPS HR Consulting.

#### **Employment History**

- Associate Executive Recruiter, CPS HR Consulting
- Executive Search Technician, CPS HR Consulting
- Office Manager/HR, DMD Express
- Guest Representative, The Mirage Hotel and Casino
- Department Manager, Albertsons

#### Education

- Project Management Certificate-CSUS College of Continuing Education
- Bachelor of Science in Business Administration-University of Nevada, Las Vegas
- Bachelor of Arts, German Studies-University of Nevada, Las Vegas



# **Description of Services**

#### Key Stakeholder Involvement

The City Council on behalf of the City of Sebastopol must be intimately involved in the search for a new City Manager. Our approach assumes their direct participation in key phases of the search process. At the discretion of the City Council, other key stakeholders may also be invited to provide input for the development of the candidate profile.

#### The City's Needs

A critical first step in a successful executive search is for the City Council to define the professional and personal qualities required of the City Manager. CPS HR has developed a very effective process that will permit the City Council to clarify the preferred future direction for the City; the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate the City Council wishes to establish with the City Manager; and ultimately, the qualities required of the City Manager.

#### Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

CPS HR's communication continues once you have selected a candidate, and will contact the City Council and the newly appointed City Manager within six months of appointment to ensure an effective transition has occurred.

## Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates.



We use advertisements, directly email the outreach brochure, post messages and connect with potential candidates on business media such as LinkedIn, and of course, pick up the phone and call qualified individuals and referral sources.

### **Diversity Outreach Process**

CPS HR strives to attract the most highly qualified, diverse candidate pool possible. We are pleased that our diligent efforts have resulted in more than 57% of our executive level placements being people of color and/or female candidates within the past three years.

We accomplished this by advertising with organizations like the National Forum for Black Public Administrators, the National Association of Asian American Professionals, and the Local Government Hispanic Network in order to reach these specific population groups. We also seek candidate referrals from local subject matter experts and the national leadership of groups like Women Leading Government. By taking the time to directly contact these influential industry experts, we ensure that we capture the maximum number of distinguished candidates – particularly those who are well-known in their industries, but who may not be actively looking for a new job.

Our recruitment process results in an exceptionally diverse candidate pool and a high level of client satisfaction.

## Stakeholder Engagement

CPS HR proposes a rigorous internal and community outreach program to help achieve a 360-degree view of the future City Manager. To accomplish this task, we have deployed several strategies to gather feedback including community meetings, online surveys, roundtable/visioning meetings, and teleconferences. CPS HR will provide a summary to the City stemming from these activities as an additional source of information for developing the candidate profile and selection criteria. While a final schedule and format would be generated in consultation with the City, a suggested framework includes spending a day on-site soon after being awarded the contract to interview the City Council, associated staff, and community stakeholders who work with the City Manager. If desired, an online survey could also be issued to certain audiences or the general public.



## Methodology and Scope of Work

Our proposed executive search process is designed to provide the City with the full range of services required to ensure the ultimate selection of a new City Manager is uniquely suited to the City's needs. CPS HR can perform Outreach Only or Partial Recruitment services if a Full Recruitment is not needed by the City.



**Phase I:** Our consultant will meet with the City Council to ascertain the City's needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the City.

**Phase II:** The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

**Phase III:** The selection process is customized for the City. CPS HR will work with the City Council to determine the process best suited to the City of Sebastopol.

Below is a breakdown of the services included in each recruitment option.

Task	Description	Outreach	Partial	Full			
Phase	Phase I - Develop Candidate Profile and Recruitment Strategy						
1	Finalize Schedule		Х	х			
2	Hold Key Stakeholder Meetings	Х	Х	х			
3	Develop Candidate Profile	Х	Х	х			
4	Develop Recruitment Brochure	X	X	x			
Phase	Phase II – Aggressive, Proactive, and Robust Recruitment						
1	Place Ads	Х	Х	Х			
2	Identify and Contact Potential Candidates	х	Х	Х			
3	Review Application Materials		Х	Х			
4	Conduct Screening Interviews		Х	Х			
5	Submit Client Report		Х	Х			
6	Client Meeting to Select Semifinalists		Х	Х			
7	Notify Candidates		Х	Х			

Phase	III – Selection		
1	Prepare Assessment		x
2	Schedule Candidates; Coordinate Travel		х
3	Prepare Evaluation manuals		Х
4	Facilitate Finalist Selection Process		x
5	Conduct Reference and Background Checks		х
6	Assist in Negotiation (if requested)		х

# Phase I - Develop Candidate Profile and Recruitment Strategy

Task 1 - Review and Finalize Executive Search Process and Schedule

Task 2 - Key Stakeholder Meetings

Task 3 - Candidate Profile and Recruitment Strategy Development

#### Task 4 - Develop Recruitment Brochure

The first step in this engagement is a thorough review of the City's needs, culture and goals; the executive search process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges that will face a new City Manager. Activities will include:

- Identifying key priorities for the new City Manager and the conditions and challenges likely to be encountered in achieving these priorities.
- Describing the type of working relationship the City Council wishes to establish with the City Manager.
- Generating lists of specific competencies, experiences, and personal attributes needed by the new City Manager in light of the discussions above.
- Discussing recruitment and selection strategies for the City Council's consideration to best produce the intended results.

CPS HR will provide a summary to the City stemming from these activities as an additional source of information for developing the candidate profile and selection criteria.

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the City for review. Please refer to **Appendix A** for a sample brochure. Additional brochure examples are available on our website at https://www.cpshr.us/executive-level-recruitment-job-listings/.

#### Phase II - Aggressive, Proactive, and Robust Recruitment

Task 1 - Place Advertisements

Task 2 - Identify and Contact Potential Candidates

Task 3 - Resume Review and Screening Interviews

#### Task 4 - City Council Selects Finalists

The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

CPS HR will prepare, submit for your approval, and publish advertisements on professional and affiliate websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy.

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

**CPS** HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within appropriate associations to gain their insight and referrals of possible candidates.

# Within the past three years, more than 57% of our executive level placements have been minority and/or female candidates.

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the City Manager brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database. We also conduct research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates.

#### We will:

Convey a strong sense of the purpose and strategy of the City. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.



- Provide guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the City or continuing to ensure the public confidence in the integrity of the City.

CPS HR will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include a thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will personally speak to selected candidates during a preliminary screening interview and will spend extensive time ascertaining each candidate's long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the City Council. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee's background. CPS HR will meet with the City Council to review this report and to assist them in selecting a group of finalists for further evaluation.

#### Phase III - Selection

Task 1 - Design Selection Process

Task 2 - Administer Selection Process

Task 3 - Final Preparation for Appointment

#### Task 4 - Contract Negotiation (if requested)

CPS HR will design a draft selection process based on information gathered in Phase I. We will meet with the City to review this process and discuss the City's preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each candidate but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

We will coordinate all aspects of the selection process for the City. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the City with deliberation of the results; and contacting both successful and unsuccessful candidates.

Following the completion of the selection process, CPS HR will be available to complete the following components:



- Arrange Follow-up Interviews/Final Assessment Process: Should the City wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- Conduct In-Depth Reference Checks: The in-depth reference checks are a comprehensive 360-degree evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made, contingent upon that reference being successfully completed, so as not to jeopardize the candidates' current employment situation.) Candidates are requested to provide a minimum of five references. CPS HR is able to ascertain significant, detailed information from reference sources due to our commitment to each individual of confidentiality, which leads to a willingness to have an open and candid discussion and results in the best appointment for the City. A written (anonymous) summary of the reference checks is provided to the City.
- Conduct Background Checks: Upon a conditional job offer, we will arrange for a background check of a candidate's records on driving, criminal and civil court, credit history, education, published news, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the City for further review.
- Contract Negotiation (if requested): Successful negotiations are critically important, and we are available to serve as your representative in this process. With our expertise, we can advise you regarding current approaches to various components of an employment package. We can represent your interests with regards to salary, benefits, employment agreements, housing, relocation, and other aspects, with the ultimate goal of securing your chosen candidate.



#### **Timeline**

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All search activities up to and including the selection of a new City Manager can be completed in 14 to 16 weeks. Partial recruitments can be completed in 10-12 weeks and Outreach Only projects in 4-6 weeks. The precise schedule will depend on the placement of advertising in the appropriate professional and affiliate websites, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	Month 1		Month 2		Month 3			Month 4								
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting/ Candidate Profile	>															
Draft Brochure		>														
Brochure Approved/ Printed & Place Ads			>													
Aggressive Recruiting					>	•										
Final Filing Date							)	>								
Preliminary Screening										>						
Present Leading Candidates										,	>					
Semi-finalist Interviews													*			
Reference/ Background Checks														>		
Final Interviews															>	
Appointment																>
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16



# **Cost Proposal**

#### **Professional Services**

Our professional fixed fee covers all CPS HR services and deliverables associated with **Phases I, II, and III** of the recruitment process. We are also providing the fees associated with **Partial** (**Phase I and II only**) and **Outreach only services.** 

Travel expenses for candidates who are invited forward in the interview process are not included in our flat fee price; however, an option to make those arrangements can be included in our agreement for a not-to-exceed cost of \$5,000.

Professional Fixed Fee Per Recruitment*				
Service	Pricing			
Full Executive Recruitment	\$30,000 Flat Fee			
Partial Executive Recruitment	\$20,000 Flat Fee			
Outreach Only Services	\$10,000 Flat Fee (includes brochure and direct advertising)			
Optional Reimbursement for Candidate Travel	NTE \$5,000			

<sup>\*</sup>Professional fees for a Partial and Full recruitment will be billed and paid at the completion of each phase. Professional fees for an Outreach/Advertising project will be billed and paid in full after the completion of the project.

#### One-Year Service Guarantee

If the employment of the candidate selected and appointed by the City as a result of a <u>full</u> <u>executive recruitment</u> (*Phases I, II, and III*) comes to an end before the completion of the first year of service, CPS HR will provide the City with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The City would be responsible only for expenses such as re-advertising, consultant travel, additional background checks, etc. **This guarantee does not apply to situations in which the successful candidate is promoted or reassigned within the organization during the one-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.



## References

Provided below is a partial list of clients we have recently worked with in providing similar executive recruitment services. We are confident that these public-sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization's needs.

#### Reference 1

Agency: City of Simi Valley, CA

Contact: Jennifer Gutierres, Deputy Director, Human Resources

Phone/Email: (805) 583-6741; JGutierres@simivalley.org

Address: 2929 Tapo Canyon Road, Simi Valley, CA 93063

Project: Full Recruitment for City Manager (2024); Police Chief (2023); City Attorney (2022)

#### Reference 2

Agency: City of Arcata, CA

Contact: Keira Vink, Human Resources, Administrative Services Director

Phone/Email: 707-822-5953; kvink@cityofarcata.org

Address: 736 F Street, Arcata, CA 95521

Project: Full Recruitment for City Manager (2024)

#### Reference 3

Agency: City of Arvada, CO

Contact: Annie Swan, Human Resources Manager

Phone/Email: (720) 898-7568; aswan@arvada.org

Address: 8101 Ralston Road, Arvada, CO 80002

Project: Full Recruitment for City Manager (2025)



# Availability and Commitment to Provide Services

Our CPS HR Project Team will focus on maintaining open communication with the City's designated staff to ensure that this project preserves its focus, the City's objectives are met, and all deliverables adhere to the confirmed timeline and budget. The designated project team is available to integrate project assignments into their existing workload.

We pledge our commitment to perform this work in an efficient and timely manner for any and all of the services we present in the Description of Services section of this proposal. We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. Our recruitment team has the capacity and expertise to take on the City of Sebastopol's City Manager recruitment.



## **Actual or Perceived Conflicts**

To our knowledge, no conflict of interest or perceived conflicts between any CPS HR Consulting staff and any elected official, or employee of the City of Sebastopol. There are also no conflicts or perceived conflicts of interest between any of our current projects and the City of Sebastopol's City Manager recruitment. Our recruiters are responsible for multiple recruitments at any given time, depending on close and kick off times. We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows.

#### Conflict of Interest Procedures

A conflict of interest exists when an individual in an organization has competing professional obligations or personal or financial interests which can potentially influence the exercise of his or her duties in the conduct of our consulting engagements. CPS HR consultants recognize the risk of conflicts of interest in the work we conduct. The first step in addressing these in a professional manner is by revealing the real, perceived, or potential conflict with his/her supervisor and/or the involved client (depending on the situation). We encourage timely and open communication if a conflict of interest occurs. An assessment of the immediacy and severity of the conflict of interest is then conducted to evaluate whether the situation qualifies as a conflict of interest. If one exists, subsequent measures to resolve the conflict of interest are then taken. Our procedure for handling conflicts of interests includes:

- Defining the interested persons
- Detailing which types of relationships potentially represent conflicts of interest
- Disclosing the conflict of interest to the appropriate parties
- Resolving the conflict of interest and recording the situation and outcome

We never want to compromise the integrity of a project, so where appropriate, we take steps to actively manage the conflicts of interest effectively.



# Exceptions to General Conditions Included in RFP

The Sample Agreement mentioned in the RFP was not included. We are open to negotiations at the time of award and can accept all the conditions listed under section 10. General Conditions of the RFP.



We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the City of Sebastopol in this important endeavor.



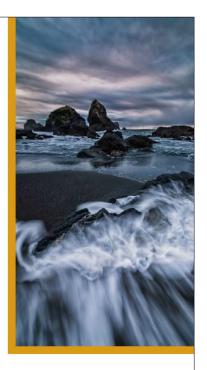
# **Appendix A: Sample Brochure**















This is a tremendous opportunity for an experienced public servant and leader to join the City of Arcata team.



# The City:::::

The <u>City of Arcata</u> is a charming and vibrant community located on the northern coast of California, in Humboldt County, with a population of approximately 19,000. Known for its picturesque natural surroundings, progressive culture, and strong community spirit, Arcata offers a unique blend of small-town charm and urban amenities.

Arcata is home to Cal Poly Humboldt, a renowned institution recognized for its focus on science, technology, engineering, and math (STEM) programs, hands on learning and graduate commitment to environmental stewardship. The university brings a youthful energy to the city and contributes to its cultural and intellectual vibrancy.

The city's downtown area is a bustling hub of activity, featuring locally owned shops, cafes, restaurants, and art galleries. The Plaza, a historic town square, serves as the heart of Arcata and hosts a variety of events such as a weekly farmers' market, nationally recognized Oyster Festival, and community gatherings throughout the year. Although remote, the Arcata-Eureka airport offers regular direct flights to San Francisco and Burbank.

Arcata is also known for its commitment to environmental sustainability and work to promote equity. The City has implemented various initiatives to promote sustainability, including municipal forestry, naturalized wastewater treatment, an excessive electricity use tax, renewable energy programs, and active participation to create a welcoming, safe and racially equitable community.

In addition to its natural beauty and progressive culture, Arcata offers a wide range of outdoor recreational opportunities. The Arcata Community Forest provides miles of hiking and biking trails, while the city's proximity to the Pacific Ocean, rivers and lagoons offers opportunities for beach combing, surfing, rafting, and kayaking. Whether you're exploring its scenic landscapes, enjoying its cultural amenities, or engaging with its active community, Arcata offers a unique and enriching experience for residents. Special Meeting Packet of October 13, 225

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# City Government :::::

Arcata is a City Council City Manager form of Government with a budget of \$85.8 million (which includes significant capital projects), 6 departments, and 130 dedicated employees. The City promotes a supportive work environment, pride in the privilege to serve the community, integrity, professionalism, and accountability.

The City of Arcata presently has six operating departments: the City Manager's Office, Finance, Police, Community Development, Engineering & Building, and Environmental Services. The City Manager's Office includes the Human Resources Division and Administrative Services Divisions of City Clerk, Procurement and Contracts, Risk Management/Insurance, and Information Technology/Communications.







Reporting directly to the City Council, the City Manager holds the pivotal role of Chief Administrative Officer of the City. This individual orchestrates, oversees, and provides strategic direction for all municipal activities, functions, and operations. The City Manager advises and supports the City Council in its governance responsibilities, liaises with various stakeholders, and ensures adherence to regulatory frameworks. The role demands a high level of accountability and visibility in steering the administrative affairs of the City.

**Key Responsibilities**: Fosters a positive organizational culture responsive to the community.

#### **Strategic Leadership:**

- » Assumes full responsibility for all City activities, programs, and services, setting and implementing goals, objectives, procedures, and long-range plans to ensure their achievement.
- » Provides expert advice and guidance to the City Council on program and service development, collaborating closely with the City Attorney as necessary.

#### **Financial Management:**

- » Directs the preparation and administration of the City budget, providing regular reports to the City Council on financial status, program progress, and future requirements.
- » Oversees the City's Capital Improvement Program and financing strategies, ensuring fiscal responsibility and sustainability.

#### **Operational Oversight:**

- » Reviews and evaluates City service delivery methods and systems, identifying opportunities for enhancement and implementing procedural improvements.
- Collaborates with department heads and managers to address administrative and operational challenges, developing long-range plans to support City objectives.

#### **Personnel Management:**

- » Builds a cohesive team where people are proud to come to work and feel the value of serving an evolving community.
- » Directs the implementation of City personnel policies and practices, including recruitment, training, and performance evaluation of staff.

#### **Stakeholder Engagement:**

- » Serves as a key resource for the City Council, City staff, and the public, facilitating communication and collaboration among stakeholders.
- » Establishes and maintains positive relationships with community organizations, tribal and other local government agencies, and the public, promoting a customer-centric approach to municipal services.

#### **Professional Development:**

- » Keeps abreast of developments in public administration and service delivery responsibilities, attending relevant professional and community meetings as necessary.
- » Responds effectively to sensitive and complex inquiries, issues, and complaints, demonstrating a commitment to excellent service provision and customer service. Agenda Item Number 1

# Ideal Candidate ::::::

The ideal candidate for the City Manager position should bring extensive experience in municipal management, showcasing a proven track record of successful leadership and strategic planning. They must possess strong financial acumen and budgetary management skills, capable of effectively navigating the complexities of municipal finances while ensuring fiscal responsibility.

Excellent interpersonal and communication abilities are essential, demonstrated through the candidate's capacity to build positive relationships with diverse stakeholders, including City Council members, department heads, community leaders, and the public. Moreover, the candidate should have the ability to navigate complex regulatory environments and effectively manage organizational change, fostering a culture of adaptability and continuous improvement within the City administration.

A commitment to transparency, accountability, and ethical conduct in all aspects of City governance is paramount, reflecting the candidate's dedication to upholding the highest standards of integrity and public trust. The ideal candidate will embody a passion for public service, a dedication to community engagement, and a vision for advancing the City's objectives in a collaborative and inclusive manner.

#### **EDUCATION AND EXPERIENCE**

- » Equivalent to a Bachelor's degree from an accredited college or university with major coursework in public or business administration, public policy, or a related field.
- » At least eight (8) years of increasingly responsible municipal or other related public agency management experience.
- » Possession of an appropriate Master's degree and experience in working with an elected Council or Board is highly desirable.

## **Current Projects & Priorities**

- Support existing and develop new partnerships to create safe spaces for those without shelter and to expand social and mental health services.
- » Develop a Valley West community center to offer recreation and resources services.
- Maintain a strong partnership with Cal Poly Humboldt.
- » Seek ways to expand alternative Police response programs such as the Community Ambassador Program, Mobile Intervention Services Team (MIST), Juvenile Diversion and 24-hour emergency crisis response.
- » Improve racial equity and a sense of welcomed belonging both within the organization and the community.
- » Work to Improve government relationships with local Tribal Governments.
- » Update the Economic Development Strategic Plan to position Arcata for resiliency and to capture the positive potential from the modest growth on the horizon.
- » Set the City up to lead in Climate Change Adaptation.
- >> Support the City's aggressive Capital Improvement Program.
- » Implement the Local Road Safety plan and prioritize projects to improve Bicycle and Pedestrian safety.

# **Compensation and Benefits**::::::



The salary for this position will be commensurate with experience and regionally competitive. The current range for this position is \$132,840 - \$169,541.24 annually, plus a competitive benefits package including:

- **RETIREMENT/PENSION**: 2% at age 62 non-classic members, classic members: 2% at age 55, based on provisions of the California Public Employees' Retirement System (CalPERS).
- **MEDICAL, DENTAL, VISION INSURANCE**: City pays majority of medical premium for employee and family; and the full premium for dental and vision. City offers \$300 per month medical opt-out option.
- **RETIREE HEALTH COVERAGE**: City contribution toward retiree health after 10 years, amount increases with service. There are specific requirements for continuing medical coverage as a retiree.
- **>> VACATION**: Accrues 8 hours per month upon employment and increases with time in service.
- **» SICK LEAVE**: Accrues 8 hours per month with no limit.
- **FAMILY ILLNESS LEAVE**: 48 hours per year, to be deducted from employee's accrued Sick Leave. This is not accruable.
- **» BEREAVEMENT LEAVE**: 40 hours per year.
- **MANAGEMENT LEAVE/FLOATING HOLIDAY**: 144 hours combined of Management Leave and Floating Holiday per year. Ability to cash out up to 72 hours per year.
- **PAID HOLIDAYS**: 12 fixed holidays per year + 32 hours floating holidays.
- **>> LIFE INSURANCE**: \$50,000 policy.
- **LONGEVITY PAY**: Employee receives an additional 3% of base pay after 10 years of continuous service; an additional 3% after 15 years; and an additional 0.5% after 20 years.
- **DEFERRED COMPENSATION**: City contributes 1.5% of salary towards deferred compensation upon hire and increases with service with only a minimum employee contribution of \$25 per month.
- >> VEHICLE ALLOWANCE: \$350 per month.
- » ADDITIONAL BENEFITS: Employee Assistance Program (EAP), education and training reimbursement program, physical fitness reimbursement program, and more!
  Agenda Item Number 1

# Application and Selection Process :::::

To be considered for this exceptional career opportunity, submit your résumé, cover letter, and a list of six work-related references (two supervisors, two direct reports, and two colleagues, who will <u>not</u> be contacted in the early stages of the process) by **April 22, 2024**.

Résumé should reflect years and months of employment, beginning/ending dates.

Please go to our website to submit your application: <a href="https://www.cpshr.us/recruitment/2332">https://www.cpshr.us/recruitment/2332</a>

For further information contact:



Pam Derby (916) 471-3126

e-mail: <u>pderby@cpshr.us</u> website: <u>www.cpshr.us</u>

Résumés will be screened in relation to the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the consultant. Candidates deemed most qualified will be referred to the City. Selected candidates will be invited to participate in further interviews and selection activities. Appointment is anticipated following comprehensive reference, background, and media checks.



#### RESOLUTION NUMBER 6688-2025

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR THE RECRUITMENT OF THE CITY MANAGER

WHEREAS, the City Council of the City of Sebastopol recognizes the need to fill the position of the City Manager; and

WHEREAS, the City Council of the City of Sebastopol desires to contract with a professional executive recruitment firm to assist with the recruitment of a permanent City Manager.

NOW, THEREFORE, the City Council of the City of Sebastopol resolves to approve and issue the Request for Proposals for the Recruitment of the City Manager attached as Exhibit "A".

IN COUNCIL DULY APPROVED AND ADOPTED this 5<sup>th</sup> day of August, 2025.

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

VOTE:							
Ayes:	Councilmembers Carter, Hinton, Maurer and Mayor Zollman						
Noes:	None						
Absent:	Vice May	yor McLewis					
Abstain:	None			Signed by:			
			APPROVED:	Stephen Zollman			
				Mayor Stephen Zollman			
ATTES1	- :	Signed by:  MAYY GOW  44C07742805E4	rley				
		Mary Gourle	ey, Interim City Mar	nager/City Clerk, MMC			
		Signed by:					
Approved as to	Form:	Alex Mog					
		Alex Mog, City Att	orney				



# City of Sebastopol

# REQUEST FOR PROPOSALS (RFP)

## **Executive Recruitment Services for City Manager**

Issue Date: August 6, 2025

Proposal Deadline: September 2, 2025

RFP Contact: Human Resources Consultant

Name: MuchmoreThanConsulting

Deborah Muchmore

Phone Number: (707) 707-490-0564

Email Address: <a href="mailto:deborah@muchmorethanconsulting.org">deborah@muchmorethanconsulting.org</a>

#### 1. INTRODUCTION

The City of Sebastopol, California, is soliciting proposals from qualified executive recruitment firms to assist the City Council in the recruitment and selection of a new City Manager.

The City seeks an executive search firm that will become familiar with the City Council's and City organization's culture and will seek qualified candidates who value emotional safety, effective and honest communications, staff development, interpersonal relationships, and respect and appreciate a collaborative working relationship with the governing body.

The successful recruitment firm will also be expected to engage the City Council in establishing priorities and desired qualifications for the position. The recruitment firm will be expected to submit to the Council candidates that demonstrate the ability to work collaboratively with all community members regardless of cultural differences or circumstances, including race,

ethnicity, religion, language, gender identity, age, marital and familial status, sexual orientation, diverse physical and learning abilities, socioeconomic status, and other identities.

The successful firm shall have demonstrated experience in recruiting executive-level public sector professionals, with particular emphasis on city management positions in municipalities similar in size and complexity to the City of Sebastopol.

#### 2. BACKGROUND

The City of Sebastopol is a full-service, general law city with a population of approximately 7,500, located in Sonoma County. The City operates under a Council-Manager form of government, with five City Council members elected at large. The City Manager is appointed by the City Council and serves as the chief administrative officer of the City.

Sebastopol is known for its strong community spirit, environmental values, and commitment to civic engagement, protection of its community and transparency in local government. The city faces both opportunities and challenges in infrastructure, staffing, and economic development.

The City currently employs 37 filled positions; and 3 temporary support positions; and two contracted positions in the following departments:

- City Manager
- Assistant City Manager/City Clerk
- Administrative Services
- Building
- City Engineer/Public Works Director
- Community Development
- Police

The City is in the process of reviewing department structures to ensure a high performing organization.

The City's Fire Department just recently merged with the Gold Ridge Fire Protection District and no longer falls under the control of the City of Sebastopol governance other than payment of services.

#### 3. SCOPE OF SERVICES

The selected firm will be expected to provide the following services:

- 1. Meet with the City Council and/or designated subcommittee to develop a candidate profile.
- 2. Meet with the City Council and/or Human Resources Consultant, and/or Designated Key Staff to discuss organizational needs and review the current job description.
- 3. Develop a recruitment plan and timeline.
- 4. Develop, present, and execute a successful search strategy, that actively uses a variety of current platforms and vehicles to solicit interest and applications, including original research, social media and direct in-mail and email campaigns, as well as public agency trade association and association advertising.
- 5. Provide clear and actional guidance for engaging the community and soliciting input at various stages.

- 6. Attend related regular and special City Council meetings in open or closed session as appropriate to present information updates or facilitate candidate interviews.
- 7. Advise Council on procedural matters related to the search.
- 8. Conduct outreach to qualified candidates.
- 9. Assess candidates, screen out the least qualified candidates, conduct initial reference checks, and present a final list of the candidates that best fit the profile developed, including profiles for Council interviews and consideration. City will conduct detailed background check.
- 10. Assist in structuring final interviews and advisory panel(s) as desired by Council.
- 11. Develop interview questions and lead end of interview briefs.
- 12. Provide guidance throughout the negotiation and hiring process.
- 13. Provide transition guidance and a backup plan explaining any guarantees should a candidate not progress during the initial introductory period such as: information about the firm's approach toward either unsuccessful recruitments or the premature dismissal or resignation of the selected candidate.

#### 4. REQUIREMENTS FOR STATEMENTS OF QUALIFICATIONS

<u>Identification of Key Personnel</u>. The response to this Request for Proposal should include descriptions of the key person or personnel who would have primary responsibility for providing regular services under the proposal. The statement should include prior experience with executive searches and a brief description of other support personnel that may be utilized.

<u>Description of Services</u>. The Request For Proposal Response should clearly provide an understanding of the scope of services requested and describe the services the firm proposes to provide, the firm's overall experience with executive searches and the services listed above, any areas of service or special qualifications that are believed to distinguish it from other search firms and a list of recent successful relevant searches.

<u>Rates and Charges.</u> The proposed means of compensation, including hourly rates or fees to be charged for each individual named in the Request For Proposal Response, should be listed. A schedule of the rates or amounts for all fees, charges, and expenses to be billed by each staff member should also be included.

<u>Availability and Commitment to Provide Services</u>. The Statement of Qualifications should include an indication of the commitment to provide the services by the staff with principal responsibility for providing services to the City. In this context, the words availability and commitment should be taken in their broadest meanings, incorporating time, flexibility in scheduling, office location of key staff, and firm or personal policies and practices with regard to returning calls and meeting deadlines.

<u>Actual or Perceived Conflicts.</u> The proposal should disclose the names, nature of assignment, and relevant dates for any of the firm's clients who may have actual or perceived conflicts of interest with the City. Reasonable diligence to identify and disclose potential conflicts is expected of all firms submitting a response to this Request for Qualifications. The proposal should also provide a statement or description of firm policy to address how conflicts of interest between two or more clients are avoided.

<u>Exceptions to the attached sample City Agreement, including Insurance Requirements.</u> The Request For Proposal Response should disclose any exceptions requested to the attached sample Professional Services Agreement and included Insurance Requirements.

<u>Additional Information.</u> Statements submitted in response to the Request for Qualifications may, but are not required to, provide additional information to assist a proper evaluation of the proposal. Any discussions relating to suggested strategies to reduce costs for outside legal services are appropriate in this section.

#### 5. PROPOSAL REQUIREMENTS

- Firms responding to this RFP shall include the following information:
  - Cover Letter
  - Firm Qualifications and Experience
  - Key Personnel Assigned to the Project
  - Proposed Recruitment Plan and Timeline
  - Cost Proposal / Not to exceed project budget including all anticipated reimbursable expenditures.
  - References (at least three recent municipal clients)
  - Sample Work Product (optional)

#### 6. SUBMISSION INSTRUCTIONS

Proposals must be submitted by September 2, 2025:

One signed proposal submitted by email

By Email: <a href="mailto:deborah@muchmorethanconsulting.org">deborah@muchmorethanconsulting.org</a>

Subject Line: Proposal for City Manager Recruitment Services - [Firm Name]

#### Late proposals will not be considered.

#### 7. EVALUATION CRITERIA

Proposals will be evaluated based on:

- Experience with city manager recruitments
- Understanding of municipal government
- Initial understanding of the uniqueness and challenges of the City of Sebastopol
- Quality of proposed recruitment approach
- Qualifications of assigned personnel
- Cost and overall value
- References and client satisfaction

#### 8.PROCESS FOR SELECTING EXECUTIVE SEARCH FIRM

Proposals will be evaluated using the following criteria:

Firms understanding of the Scope of Work	35
Qualifications of Firm and its key staff	20
Local and Regional Experience and Success	15
Timeline for the Project and Services Offered	20
Fee Structure and Schedule of Charges	10

The City may select a firm based solely on written proposals or may request interviews with top-ranked firms. Calls to submitting firms and their references may be made to clarify material in the submittals. Following the interviews, thorough background and reference interviews may be conducted. The City Council anticipates selecting a firm or firms following a careful evaluation of all relevant information.

#### ESTIMATED TIMELINE

#### City Manager Executive Recruitment – Proposed RFP Timeline

Proposed Date
August 5, 2025 (Council Meeting)
August 6, 2025
August 6-August 12, 2025
August 15, 2025
August 20, 2025
September 2, 2025 (by 5:00 PM PT)
September 8–12, 2025
Week of September 22, 2025
October 7, 2025 (Council Meeting)
October 2025 (TBD)

#### 10. GENERAL CONDITIONS

The City Council reserves the rights and options to:

- Reject any or all of the submittals
- Waive any of the provisions of the Request for Qualifications
- Issue subsequent Requests for Qualifications
- Cancel the Request for Qualifications process
- Waive technical error in the responses it receives
- Negotiate with any, all, or none of the respondents to this Request for Qualifications
- All materials submitted in response to this RFP become public record.

#### 11. SPECIAL PROVISIONS

Cost of Preparing and Submitting Statements. All costs incurred in preparing and submitting the Statements of Qualifications are to be borne by the submitter and not the City. In no event shall the City be liable for any cost whatsoever for the preparation or submittal of a response to this Request for Qualifications.

The City appreciates your interest and looks forward to receiving your proposal

#### AGREEMENT FOR PROFESSIONAL SERVICES

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

#### **RECITALS:**

- A. City desires to employ Consultant to furnish professional services in connection with the project described as Professional Audit 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:

#### **SECTION 1 – BASIC SERVICES**

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

#### <u>SECTION 2 – ADDITIONAL SERVICES</u>

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 A, "Proposed Pricing", attached hereto and made a part hereof. Total compensation shall not exceed a total of \$\sqrt{}\$, unless additional compensation 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 appropriates 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 polices 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. <u>Equal Employment Opportunity</u>. 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. <u>Nondiscrimination Civil Rights Act of 1964</u>. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.
  - C. <u>Solicitations for Subcontractors including Procurement of Materials and Equipment</u>. 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 Name

**Address** 

City, State, Zip Code

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.

#### <u>SECTION 20 – ATTORNEY FEES</u>

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.

#### <u>SECTION 21 – ENTIRE AGREEMENT</u>

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.

#### <u>SECTION 27 – SEVERABILITY</u>

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:
Ву:	By:
Name:	Name: Mary Gourley
Title:	Title: Interim City Manager
Approved as to Form:	
By:	
Name: Alex Mog	
Title: City Attorney	