


Agenda Report Reviewed by:
City Manager: 

CITY OF SEBASTOPOL
CITY COUNCIL
AGENDA ITEM

Meeting Date: December 5, 2023
To: Honorable Mayor and City Councilmembers
From: Larry McLaughlin, City Manager
Subject: Approval of Amendment to Contract – Muchmore Than Consulting
Recommendation: That the City Council Approve the Contract Amendment for Muchmore Than Consulting to Add Provision of an Interim Fire Chief
Funding: Currently Budgeted: Yes No Not Applicable

Account Code: 100-31-02-4010-4199

Costs authorized in City Approved Budget: Yes (Finance Initialed AK) No (Finance Exempt)

INTRODUCTION/PURPOSE:

The item is to request Council Consider Approve the Contract Amendment for Muchmore Than Consulting to add the provision of an Interim Fire Chief.

BACKGROUND:

The City has been without a permanent since December 2022 with the Retirement of Bill Braga. Since December 2022, the City hired an Interim Fire Chief (Jack Piccinini) who stepped down on November 2, 2023 leaving the department without interim leadership. The City conducted recruitments for a permanent Fire Chief and Interim Fire Chief’s without success. Muchmore Than Consulting has been serving as the City’s Human Resources support which includes conducting recruitments for the City.

In the recruitment for a full-time Fire Chief, the City received ten applicants, six were invited to an oral board interview with CA Fire Chiefs as the panelists, three were selected for interviews by City leadership. Two pulled out before the final interviews citing housing costs, salary, and City revenue concerns and the top candidate, pulled out after some time searching for housing.

In the recruitment for an interim, the City reached out to six candidates, three were found extremely well qualified and came highly recommended. The first two of those declined the offer after it was made, due to acute health concerns and the third could not make the commitment due to scheduling concerns. During the process of recruiting for an interim, a candidate was identified who was both highly qualified and available. This candidate was not available to serve as an annuitant and did not have an independent contractor set up with which to contract with the City. The City reached out to Muchmore Than Consulting, LLC who agreed to engage the candidate and pass through the cost of the applicant at their cost.

DISCUSSION:

Muchmore Than Consulting, LLC sourced Chief Bruce Martin whose resume is attached to the agreement, to serve as Interim Chief for the City of Sebastopol beginning on November 7, 2023. Muchmore Than Consulting agreed to bill no more than \$135 an hour for Interim Chief Martin’s time which is the same as that budgeted for the permanent fire chief in the City’s currently approved budget. The Agreement allows for reimbursement of reasonable direct expenditures and Muchmore Than Consulting, LLC has also agreed to provide the City with a 10%

discount from December 2023 – June 2024 to help with the current deficit. Furthermore, Muchmore Than Consulting, LLC also has additional Fire Chief candidates to provide continuity should that become necessary.

Approval of this Resolution allows for \$135 per hour for the services of Interim Fire Chief beginning November 7, 2023 for the contract term and reimbursement of reasonable direct expenditures.

ENVIRONMENTAL REVIEW:

The proposed action is Not a project under CEQA Not exempt Exempt under Section _____ from the requirements of the California Environmental Quality Act (CEQA).

GOALS:

This action supports the following City Council Goals and General Plan Actions:

Goal 1 – Maintain the long-term financial stability and sustainability of the City of Sebastopol and Operate City government in a responsive manner.

1.1 Develop and Implement Sound Financial Management Policies and Procedures
Economic Vitality (EV)

Goal EV7: Maintain a stable and self-sustaining fiscal base in order to generate the resources necessary to provide desired city services and support new growth that is consistent with the City’s values and goals (Pg.9-8)

PUBLIC COMMENT:

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

PUBLIC NOTICE:

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

FISCAL IMPACT:

There is no fiscal impact from approval of this agreement while the Permanent Fire Chief position remains open. In fact, to the degree that the hours worked by the Interim Fire Chief are fewer than those of a full-time permanent Fire Chief, after direct expenditures, it is possible there will be a reduction in costs.

RECOMMENDATION:

Staff recommends the Sebastopol City Council Approve the Contract Amendment for Muchmore Than Consulting to add the provision of an Interim Fire Chief.

Attachments:

Resolution
Addendum

RESOLUTION NUMBER: XXXX-2023

CITY OF SEBASTOPOL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL

This **FIRST AMENDMENT TO PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this 5th day of December, by and between the **CITY OF SEBASTOPOL**, a municipal corporation (hereinafter "City") and Muchmore Than Consulting, LLC (hereinafter "Consultant").

RECITALS

The following recitals are a substantive part of this Agreement:

- A. City and Consultant entered in the Professional/Consulting Services Agreement dated as of October 19, 2022 (the "Agreement"). Capitalized terms utilized herein and not otherwise defined shall have the meaning set forth in the Agreement.
- B. Pursuant to the Agreement, Consultant has provided interim human resources consulting services to the City since February 2022.
- C. The Parties desire to enter into this Agreement to have Consultant continue to provide consulting services to the City under the Agreement with the added provision of an Interim Fire Chief and other modifications set forth herein.

AGREEMENT

In consideration of the mutual covenants and conditions contained in this Amendment, the Parties hereby agree as follows:

Section 1. Scope of Work.

The Scope of Work referenced in Section 1 of the Agreement and set forth as Exhibit A to the Agreement shall be amended to include:

The provision of an Interim Fire Chief beginning on November 7, 2023.

Section 2. Fee Schedule.

The Fee Schedule must be amended to include the position of

Interim Fire Chief \$135 per hour

And in addition, reimbursement of reasonable direct expenditures.

Section 3. Effect on the Agreement.

Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

Section 4. Entire Agreement; Conflicts.

This Amendment and the Agreement contain the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Amendment and the Agreement shall not be modified or altered except in writing signed by both parties.

NOW, THEREFORE, BE IT RESOLVED

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 5th day of December 2023.

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

VOTE:

Ayes:

Noes:

Absent:

Abstain:

APPROVED:

Mayor

ATTEST:

Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM:

Larry McLaughlin, City Attorney

EXHIBIT A

SCOPE OF WORK

Provide immediate and interim professional human resources services at the Human Resources Manager level, including project-based services; organizational development and workforce development services; performance management and labor negotiations services, leadership coaching, and other related services supporting the City's initiative to modernize and automate systems and processes. Providing these duties may include work in the following areas:

- A. Provide interim oversight for the day-to-day activities of the human resources division of the Administration Department during a vacancy of the Human Resources Manager position and not to exceed six months from execution of this agreement. Oversight will include on-site office hours at least two days/week.
- B. Perform a variety of project work in any of the following areas: recruitment and selection, classification and compensation, labor relations and labor negotiations, employee relations, leave and disability management, performance management, succession planning, or other human resources related fields.
- C. Provide and arrange for coaching, training, support, guidance, data validation, process development, for the creation and implementation of human resources systems, processes, documents, forms, plans, and procedures.
- D. Provide and support to the City Manager and Human Resources Manager for labor relations and contract negotiations; participate in meetings, develop and assess proposals and proposal responses, and materials as needed.
- E. Provide or arrange for personal and team development and assessment processes, workshops, assessments, and coaching, including individual and team assessment materials for workforce and team development through Everything DiSC™ and Five Behaviors™ products.
- F. Provide organizational development assessments, program change analysis, and staffing projections, including updates to classifications and make compensation recommendations.
- G. Confer with staff as requested to obtain input or feedback regarding the provision of the above services or to obtain information relevant to resolving of personnel issues.

EXHIBIT B

FEE SCHEDULE

Projects and services may be modified at the request of the City. The City will be invoiced on a time and materials basis **ONLY** for hours as they are worked. The cost of the agreement is anticipated to average \$21,000 a month including the support of labor negotiations. The total cost under this Agreement from September 15, 2021, through June 30, 2022, will not exceed \$194,500.

Human Resources Director/ Organizational Development Coach	\$125.00 per hour
Payroll Systems and Process Manager/Coach	\$95.00 per hour
Human Resources Advisor/ Workshop Facilitator	\$85.00 per hour
Human Resources Specialist/Systems Administrator	\$62.00 per hour
Human Resources Technician	\$45.00 per hour
Workshop Facilitation – (Includes prep, pre- and post-workshop communications, facilitator-led in person or virtual classroom)	90 min-\$495 2 hours \$695 ½ Day \$1,075 ¾ Day \$2,050 Full Day \$2,750
Everything DiSC and Five Behavior Online Assessments, includes enrollment in an online resource, comparison, and continuing user exploration platform	Vary depending on type of assessment \$72-\$168 per person \$240 for Leader 363 assessment

*Reimbursement for reasonable direct expenditures for copying, supplies, or bindery necessary for project delivery. Outside of included on-site office hours, travel may be billed at ½ the billable rate of the team member providing the service per the above schedule and titles. Rarely, and upon mutual agreement in writing, lodging may be obtained and reimbursed at an agreed upon rate.

CITY OF SEBASTOPOL
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this 19th day of October 2022, by and between the **CITY OF SEBASTOPOL**, a municipal corporation (hereinafter "City") and Muchmore Than Consulting, LLC (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

Section 1. Scope of Work

Consultant shall provide City with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full.

The duties and services required of Consultant under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work."

Section 2. Responsible Individual. Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so. The person responsible for the Work is Deborah Muchmore.

Section 3. Work Schedule.

Consultant shall be available to work as many hours as required to complete the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner as specified. Consultant shall not be held responsible for delays caused beyond its reasonable control.

Section 4. Compensation.

In consideration of the performance of the Work Consultant shall be compensated in accordance with the fee schedule attached hereto as Exhibit B. Consultant shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

Section 5. Amendments.

In the event City desires to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

Section 6. Independent Contractor - Subcontractors.

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of City. The consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Consultant acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Consultant hereby waives any and all claims to such rights and/or privileges.

Section 7. Consultant's Responsibility.

It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that City relies upon the professional skills of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by City of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 3 of this Agreement.

Section 8. Indemnification.**Indemnity for Professional Liability:**

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal Consultant's fees and costs but only to the extent the Consultant (and its SubConsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its SubConsultants) and the City in the performance of professional services under this agreement.

Indemnity for Other Than Professional Liability:

Other than in the performance of professional services and to the full extent permitted

by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

Section 9. Insurance.

Professional Liability Insurance

Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

General Liability

Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

Auto Liability

Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident.

Workers' Compensation

Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Section 10. Nondiscrimination.

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 11. City Personnel Conflict of Interest.

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 12. Consultant Conflict of Interest.

Consultant covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

Section 13. Assignment.

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City.

Section 14. Ownership of Documents.

Consultant agrees that all documents produced in the performance of this Agreement shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity.

Section 15. Termination.

City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant shall be paid for all effort and material expended on behalf of the Work under the terms of this Agreement, less any charges

against Consultant as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination, Consultant shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

In Witness Whereof, City and Consultant have executed this Agreement as of the date first written above.

City of Sebastopol

Consultant

DocuSigned by:
Larry McLaughlin 10/18/2022
A59232B08CEC477...
By: Larry McLaughlin
Its: City Manager

DocuSigned by:
Deborah A. Muchmore 10/18/2022
B87DF2FFEEB0446...
By: Deborah Muchmore
Its: Manager

EXHIBIT A

SCOPE OF WORK

Provide ongoing and ad hoc professional human resources services which may include project-based services; organizational development and workforce development services; performance management, and support for labor negotiations. Proving these duties may include work in the following areas:

- A. Perform a variety of project work in any of the following areas: recruitment and selection, classification and compensation, labor relations and labor negotiations, employee relations, leave and disability management, performance management, succession planning, or other human resources related fields.
- B. Provide support and guidance for creating of human resources systems, processes, documents, forms, plans, and procedures.
- C. Provide support to the City Manager, Assistant City Manager, Administrative Services Manager, and the City's Chief Negotiator for labor relations and contract negotiations; participate in meetings, develop and assess proposals and proposal responses, and materials as needed.
- D. Provide or arrange for personal and team development and assessment processes, workshops, assessments, and coaching, including individual and team assessment materials for workforce and team development through Everything DiSC™ and Five Behaviors™ products.
- E. Provide organizational development assessments, program change analysis, and staffing projections, including updates to classifications and make compensation recommendations.
- F. Confer with staff as requested to obtain input or feedback regarding the provision of the above services or to obtain information relevant to resolving of personnel issues.

EXHIBIT B
FEE SCHEDULE

Projects and services may be modified at the request of the City. The City will be invoiced monthly based on hours worked or workshops presented.

Human Resources Director/ Organizational Development Coach	\$140.00 per hour	
Human Resources Advisor	\$95.00 per hour	
Human Resources Specialist/Systems Administrator	\$72.00 per hour	
Human Resources Technician / File Clerks	\$52.00 per hour	
Workshop Facilitation – (Includes prep, pre- and post-workshop communications, facilitator-led in person or virtual classroom)	90 min-\$495 ½ Day \$1,075 Full Day \$2,750	2 hours \$695 ¾ Day \$2,050
Online Assessments, includes enrollment in an online resource, comparison, and continuing user exploration platform	Vary depending on type of assessment \$72-\$168 per person \$240 for Leader 363 assessment	

*Reimbursement for reasonable direct expenditures for copying, supplies, or bindery necessary for project delivery. By mutual agreement, travel may be billed for some team members at ½ the billable rate of the team member providing the service per the above schedule and titles.