

RESOLUTION NUMBER: 6566-2023

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: Councilmembers Hinton, Maurer, McLewis, Vice Mayor Zollman and Mayor Rich
Noes: None
Absent: None
Abstain: None

APPROVED: 
24BD41281D2746F
Mayor Diana Rich

ATTEST: 
Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: 
LP4801382308112
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. Proving 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.