



Professional Services Agreement

This Agreement is made by and between the City of Orange, CA (“the Client”) and Mosaic Public Partners LLC (“the Consultant”), a California Limited Liability Company.

1. **Search Engagement.** The Client agrees to engage the Consultant to perform those services described below, for completion of the project described as follows: City Attorney Executive Search Services (“the Search”).
2. **Services.** The Consultant agrees to perform certain services necessary for completion of the Search, which services shall include, without limitation, the following:
 - a) Kickoff Meetings, Position Analysis and Consultation
 - b) Candidate Profile Development to include client and stakeholder meetings via videoconference
 - c) Advertising Campaign
 - d) Candidate Identification and Recruitment
 - e) Candidate Screening Interviews and Assessment
 - f) Resume Review and Recommendations
 - g) Facilitation of Interviews
 - h) Client/Finalist Interviews
 - i) Final Interview Assistance
 - j) Background Investigation and Detailed Reference Checks
 - k) Assist with Negotiations
 - l) Follow-up Correspondence
3. **Relationship.** The Consultant is an independent contractor and is not to be considered an agent or employee of the Client.
4. **Compensation.** As full compensation for the Consultant’s professional services performed hereunder, the Client shall pay the Consultant the flat amount of \$25,000 (Twenty-five Thousand Dollars) (“flat fee”). Expenses included in the flat fee include graphic design, advertising, consultant travel, administrative support, printing, postage, technology, and educational verification and a background check on the selected

candidate. The proposal includes the costs associated with two consultant trips to facilitate candidate interviews in the City of Orange. All other meetings and interviews will be conducted by videoconferencing unless otherwise stated in this agreement. All work products provided to the client will be electronically transmitted.

5. **Compensation for Additional Services.** In the event the Client requires services in addition to those described in Paragraph 2, the Consultant shall be compensated at the Consultant's standard hourly rates for professional services plus reimbursement of expenses as follows:

- Onsite community, staff, or stakeholder forums: \$1,500 per day/per consultant, plus expenses
- Additional on-site meeting days: \$1,500 per day/per consultant, plus expenses
- Additional background checks: \$250/candidate
- Additional reference checks: \$750/candidate
- Other services: \$250/hour or \$1,500 per day per consultant plus applicable expenses

6. **Method of Payment.** The Client will be invoiced in 4 (four) payments as follows:

- Upon Execution of this Agreement – \$7,500 (Seven Thousand Five Hundred Dollars)
- After Presentation of Candidates – \$7,500 (Seven Thousand Five Hundred Dollars)
- After Candidate Interviews – \$7,500 (Seven Thousand Five Hundred Dollars)
- Upon Accepted Offer of Employment – \$2,500 (Two Thousand Five Hundred Dollars)

Invoices shall be submitted to the following individual or department in the Client organization:

Invoicing/Billing Contact/Email:

Amy Keune

300 E. Chapman Ave

Orange, CA 92866

akeune@cityoforange.org

7. **Term.** The term of this agreement shall commence on April 8, 2025, at which time the Consultant shall begin work on the Search and shall continue, subject to the termination provisions of Paragraph 9, until the date that the Consultant completes the Search. The time of completion of the Search is estimated to be 75 to 90 days (seventy-five to ninety days) from project initiation.
8. **Guarantee.** If, during the first year of employment, the new City Attorney resigns or is dismissed for cause by the Client, the Consultant agrees to perform another search for a City Attorney for no professional services fee. The Consultant shall be entitled to reimbursement of expenses described above and incurred during such search. This guarantee does not apply to the appointment of internal candidates or to candidates selected over the expressed objection(s) of the consultants. Should the initial outreach efforts not result in a successful placement, the Consultant will conduct a second outreach effort with no charge for professional services. The Client would be expected to pay for all incurred expenses which could include advertising costs, background checks, and consultant travel.
9. **Termination.** This agreement may be terminated: (a) with ten (10) days prior written notice by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; or (b) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional service fees and for expense reimbursement to the date of termination.
10. **Insurance.** The Consultant shall maintain in force during the term of the agreement, Comprehensive General Liability Insurance with the General Commercial Liability, including Personal Injury; Automobile Liability Insurance, including Non-Owned and Hired Liability; and Workers' Compensation and Employers' Liability Insurance. Such insurance shall be in amounts reasonably satisfactory to the Client.
11. **Hold Harmless.** The Consultant shall be responsible for its acts of negligence, and the Client shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the Client harmless from any and all claims, demands, actions and causes of action to the extent caused by the negligent acts of the Consultant, its officers, agents and employees, by reason of the performance of this agreement. This indemnity shall not be construed to require indemnification of others.

12. Miscellaneous.

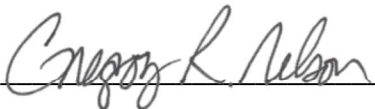
- a) The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b) Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the Client.
- c) This agreement shall be modified only by a written agreement duly executed by the Client and the Consultant.
- d) Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e) This agreement shall be governed by and construed in accordance with the laws of the state of California.
- f) All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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APPROVED:

Mosaic Public Partners LLC

City of Orange, CA

By: 

By: _____

Name Printed: Gregory R Nelson

Name Printed: _____

Title: Founder and Managing Partner

Title: _____

Date: 3/21/2025

Date: _____

200 Gateway Drive #1908
Lincoln, California 95648
(916) 550-4100
Website: www.mosaicpublic.com

300 E. Chapmen
Orange, CA 92866
(714) 744-7255
Website: www.cityoforange.org

ATTEST

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian
Senior Assistant City Attorney

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