



VISIT MENDOCINO COUNTY

Proposal for

Executive Director

Leap Solutions Group, Inc.
January, 2016



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Section I – Executive Summary

Leap Solutions Group is pleased to provide this proposal for Visit Mendocino County (VMC) search for an Executive Director. In light of our long history of providing consulting services to the hospitality industry, we feel we are the right firm to secure the next Executive Director. Our strong business management consulting services focused on executive recruitment, organizational development and human resources which have been utilized by numerous clients. We feel our strongest contribution to the search process is our understanding of destination marketing and the process of our search.

The Leap Solutions recruiting team is steeped in search and recruitment experience. Each team member described within the proposal, brings years of successful recruitments with a full range of positions. We have recruited at the “C”, “V”, director, manager and board levels extensively utilizing a variety of approaches. Our search committee based approach has been utilized throughout our years of experience and has enabled us to create a strong partnership between the client, candidates and Leap to hire the best candidates.

Our search process involves four phases: foundation, recruitment, selection and hiring. Each phase provides an opportunity for participation from the search committee and the option of bringing select stakeholders into the process. To complete a successful search, we feel a minimum of twelve to sixteen weeks is needed. The timing is somewhat dependent upon availability of candidates and the search committee, but we will ensure that the time line is succinct and responsive to your needs.

We are offering a reduced search fee of 22% of the first year’s cash compensation for the position. This is below the typical market range of 25-30% and we are confident that we will be able to fully execute the search at this rate. Additionally, we are open to screening candidates submitted to us by the agency.

We look forward to further discussing the details of our proposal provided below. Thank you again for the opportunity to provide a proposal for the retained search.

Section II – About Leap Solutions

A. Our Consultancy

Leap Solutions Group Inc., a business management consulting firm, located in Santa Rosa, California, was established in 1998 upon the concept of inspiring our clients to leap to solutions in order to have a greater impact on outcomes and achieving the vision. We have provided executive search and recruitment, organizational development, human resource and management consulting to companies and organizations in the public, private and nonprofit sectors nationwide. Our best outcome is determined through our client's complete satisfaction and the ultimate compliment, their referrals.

B. Our Core Qualifications and Experience

(1) Executive Search and Recruitment

Leap Solutions has extensive experience in executive recruitment and recruitment strategies. Leap prides itself on understanding the client needs, clearly articulating them and defining the scope of work as a result. Unlike traditional executive search firms or staffing agencies, our recruitment approach is flexible, which allows us to best meet the client desired outcomes in regards to price, timing and process. Our client relationships are built upon the promise to produce the best process taking into account the cultural fit while supporting and obtaining the appropriate buy-in along the way.

Our seasoned team has placed prominent executive positions, which has helped stabilize and grow the companies/agencies the candidates have joined. We work collectively through strategy and execution as a team to accomplish the end goal. Ultimately, we gauge success based upon the client hiring the best qualified that is an outstanding fit for many years in the company/agency. Our success retention rate of candidates staying with the company at least five years runs in the high 90th percentile. Our candidates stick with our clients because all parties make the right choice during the search process. We are known for our ability to really understand the right candidate fit by understanding the desired culture, skill set and personality to help move the organization forward. We utilize the latest technology, networks and associations, advertising and direct recruiting techniques.

Search project and process management: At the core of every solid search process is planning, management and implementation. One of Leap's core competencies often cited by our clients is our strong and thorough project and process management. Typically, our search projects begin with a robust discovery or review of a specific position and company search objectives in order to understand current processes, operating assumptions and strategies in place. Based upon the comprehensive review, we are able to assist the client in making priority implementation decisions for search outcomes and results. During the first phase of any search process, we reach agreement on roles and responsibilities, timing, check in points, milestones and the measure of success.

Working with a Search Committee: We are very experienced in supporting and facilitating the work of the Search Committee. Our executive search model is built upon this model and we find the engagement of the committee ensures that the best candidate is identified, interviewed and hired. Our typical committee involves board leadership; "C" level (Chief Executive Officers, Chief Financial Officers, Chief Operations Officers) leadership and support from their staff. We define a time and responsibility based scope of work for presentation and refinement with the search committee. Finally, we challenge the search committee during the selection and hiring process to not only find the best candidate for the organizational fit, but also the candidate that will inspire the company to its next level of growth. Our clients acknowledge our ability to organize them into effective working teams while taking the diversity of the group members into account.

Stakeholder Involvement: Depending upon the agencies structure, our executive search work included the engagement various groups and stakeholders/agency vested in the successful hire. We typically will engage board members, leadership teams, managers/supervisors, professionals, and employees. A key step in our initial phase of the engagement is to identify the stakeholders and determine if and how they will be involved in the search process. We engage leaders to define the stakeholders and to identify the unique interests various stakeholder groups may have and how they will view the outcome of the search.

Some examples of executive searches include:

- *Sonoma County Tourism Bureau* – Chief Executive Officer/President
- *Santa Rosa Chamber of Commerce* – Chief Executive Officer/President
- *E Center* – Chief Executive Officer/President
- *Building Economic Success Together (BEST)* – Executive Director
- *Placer Valley Tourism* – Chief Executive Officer/President
- *La Tortilla Factory*– Director of Human Resources

In addition to our executive search and recruitment services, Leap Solutions provides consultation services in the areas of organizational development, executive coaching and human resources. Below we briefly have outlined these service areas to demonstrate the diverse ways in which we support our clients.

(2) Organizational Development

Leap Solutions has served clients in the area of organizational development, assessment, executive coaching, employee satisfaction surveys, process improvement and planning. We have had some very unique opportunities to help create new organizations, restructure departments and organizational functions, succession planning and implementation, company acquisitions and employee integration (culture transition). The common theme in these engagements has been change and the ability of the organization, its employees and stakeholders to successful transition from what was to what is new. We are known for our ability to bring the team to the table, support the identification of the change and change model, outline a detailed action plan to accomplish the change and support the leadership and management team with the transition.

Some examples of this area of competency:

- *Various Clients* – executive coaching and leadership development
- *Adventist Health* – acquisition of large physician group and the establishment of two new divisions, Adventist Health Physicians Network and Physicians Network Medical Group
- *La Tortilla Factory* – establishment of new company board (with non-family members), strategic planning and executive coaching
- *Sonoma County Tourism Bureau* – formation of new organization, establishment of all functional areas of the organization, initial hiring of all staff and seating of the board of directors

(3) Human Resources

Leap Solutions has a robust human resources consultancy supporting our clients with the A to Z of human resources support. Our services include outsourced human resources, compensation and benefits planning handbooks, human resource function reviews, compliance, employee recognition and rewards, training and development, safety programs, human resource information systems and policy and procedure development. We build the systems needed to make the client's employees confident that they are working for the right company. We always say, "as your people go, so goes your organization".

Some examples of this area of competency:

- *Volunteer Center of Sonoma County* – outsourced human resources
- *Adventist Health Physicians Network* – human resource acquisition due diligence and outsourced human resources
- *San Francisco Federal Credit Union* – human resource function review and assessment

C. Leap Solutions Organizational Chart

Below is the current organizational chart for Leap Solutions Group. The executive search will be lead by our partner, Chuck McPherson, Mary Henderson our Executive Recruiter and our support staff. In the section below, we have outlined the team members supporting this search. The Leap Solutions team represents a diverse group of people with a wide range of business and life experiences.



D. Our Executive Search Team for Visit Mendocino

The Leap Solutions team assigned to the Visit Mendocino executive search represents years of combined experience in the executive search and recruiting area. Each team member has lead or supported executive level searches in a variety of industries. *Chuck McPherson* will serve as the Partner Lead for this project. With **Attachment “A”**, we have provided the bios for each staff person.

Section III – Our Approach

A. Leap's Search and Selection Process

Structuring a successful search process includes four core areas: Foundation, Recruitment, Selection and Hiring. A typical executive search can take a range of three to four months and our contract would engage up to six months if needed.

FOUNDATION (10%)

Setting the Foundation – Evaluate company needs and resources for position(s) recruitment. Discuss company desired outcomes, concerns for search, culture and current state of the organization. Confirm search scope of work, timelines and establish and define roles for the search committee. If appropriate, conduct interviews with key company executives about the open position and their interaction with the position. Discuss confidentiality of the search and establish appropriate parameters. Complete a detailed candidate profile for the position.

Identify and Define Open Position – Review and refine job description insuring completeness and ADA compliance language. Job description includes summary, essential duties, qualifications, physical requirements and work environment. Determine status (full time, part time, exempt, non-exempt) and review pay range against current market trends. Complete JobScan modeling tool for the position.

RECRUITMENT (40%)

Selection Procedure – Finalize interview process and format including the appointment of a search committee (3-5 individuals, board and/or staff members) utilizing a candidate evaluation map. Develop interview questions and approaches. Outline selection criteria and prioritize.

Recruit Candidates – Develop approach for recruiting position utilizing various approaches including specific candidate outreach, connect with industry and professional networks (phone calls, email, events), postings (LinkedIn, Facebook, industry and association websites) and candidate referrals (community, vendors, business executives). Prepare a job position announcement from job description to share with recruitment sources. If appropriate, advertise the position (internal, newspaper, Internet, word of mouth, etc.) based upon client search criteria. Candidate outreach will be conducted through our industry and association networks to seek out not only active position seekers as well as individuals who may not be considering a new position.

Resumes and Evaluation – Accept resumes, acknowledge receipt and supply a supplemental position questionnaire to all applicants. Leap team reviews and ranks candidates using selection procedures. Develop candidate evaluation map based upon job qualifications, skills and experience.

SELECTION (40%)

Initial Screening and Interviews – Utilize one or a number of techniques to develop a relationship with candidates (telephone, on-site, third party evaluator). Conduct screening and in person interviews. Recommend final candidate(s) to client based upon agreed upon number of desired candidates to interview.

Search Committee Interviews – Based upon committee requirements, set up and facilitate final candidate on-site interviews. Our typical in-person interview process includes board members, executive leadership and if appropriate, key company stakeholders. Support and advise search committee in selection of top candidates.

Background and Reference Checking – We utilize a third party for background check and performance reference checks through our Human Resource department. Verify key data provided by applicant – work history, education, criminal and/or credit check.

Employment Offer – Negotiations with final candidate (Leap managed, if requested – included in recruitment fee). Develop offer letter with client and extend offer to final candidate. Address post-offer, pre-hire requirements. Work with client attorney to prepare employment contract and review with the candidate. Secure signed employment contract.

HIRING (10%)

Relocation Services – Meet with the successful candidate to discuss relocation needs and provide referrals to area professional realtors. Leap Solutions may also be a resource to the spouse/partner of the candidate in support of career search and assistance.

On-boarding – Provide executive on-boarding planning document and work with client to customize.

Start – [Client] Paperwork, employee handbook, payroll set-up.

Employee Orientation – [Client] Provide board, company and department based orientations.

B. Retained Search Fee

Retained search fees are typically in the range of 25-30% of the position's first year cash compensation. Our retained search fee for the ED search will be 22% of the position's first year cash compensation. This is a fixed fee and includes the following services:

- Retained search for ED position
- Meetings with client and Search Committee throughout the search process (see Section VI – Executive Search Scope of Work)
- Candidate background and reference checks
- Candidate position negotiation and relevant documents (excludes legal service fees to prepare employment contract)
- On-boarding plan, support for relocation services and career support for spouse/partner

Payment Schedule: The retained search fee will be billed in three equal increments: (1) at contract signing, (2) at the half-way mark in the search and (3) at the conclusion of the search. Invoices are due upon receipt for payment.

Cancellation: If during the search process, Visit Mendocino County determines to cease the search process, Leap Solutions will invoice VMC for the balance due for work completed based upon the percentage of the Scope of Work completed up through the cancellation date plus any expenses incurred. Leap uses a time tracking system to ensure accuracy of time spent.

C. Project Expenses

Typical Expenses Incurred during a Search:

- Posting Advertisement, if appropriate (web, association publications, universities, etc.)
- Printing (all relevant resumes are printed for review)
- Travel (airfare, vehicle) for candidates (can be managed by client or Leap)
- Hotel accommodations, rental car and meals for candidates (can be managed by client or Leap)

During the project launch, we will reach agreement on the expected project expenses and include in the final project cost estimate. All expenses are billed at cost to Visit Mendocino County.

Travel Expenses will be billed at the current Federal mileage reimbursement rate in force at the time consulting services are provided.

Section IV – Direct Hire Agreement: Executive Search and Recruitment Terms

Attachment “C”, Direct Hire Agreement, outlines Leap’s specific contract terms for the search process. This is our standard agreement, which will be used to define and document all the terms of our engagement.

Section V – Executive Search Scope of Work

Phase	Timeline
<p>Project Launch and Foundation Segment</p> <ul style="list-style-type: none"> • Meet with Search Committee to finalize scope of work, roles and responsibilities, time lines and milestones. Discuss confidentiality of the search, candidate profile, JobScan, job description, compensation and benefit strategies, relevant industries for candidate sourcing and position information to be shared with candidates. • Finalize project map • Finalize job description • Complete position and posting information • Complete candidate profile • Complete compensation and benefits research and review • Conduct key company executive interviews (if requested) • Develop recruitment outreach targets and plan 	<p>Two weeks</p>
<p>Recruitment Segment</p> <ul style="list-style-type: none"> • Launch search and recruitment • Develop interview questions and supplemental candidate questionnaire • Implement recruitment outreach • Acknowledge receipt of resumes and provide supplemental questionnaire • Develop candidate evaluation tool and review and rank all candidates • Meet with Search Committee to review progress 	<p>Four to six weeks</p>
<p>Selection Segment</p> <ul style="list-style-type: none"> • Prepare interview schedule and conduct initial screening of viable candidates (Leap only) • Rank top candidates and prepare candidate profile packets • Meet with Search Committee to review top candidates and set interview plan (in-person and/or telephone skype screening interviews) • Coordinate all interview logistics • Prepare top candidate interview questions • Facilitate interviews and top candidate selection with the Search Committee • Complete background and reference checks on selected candidate • If requested, meet with Board of Directors to review search process and present selected candidate for approval • Prepare employment offer and conduct negotiations (if requested) with selected candidate • Work with legal counsel to prepare and execute employment contract with selected candidate • Notify all candidates regarding their candidacy • Support development of public relations work to announce selection internally and externally 	<p>Four to six weeks</p> <p><i>(Dependent upon search committee and candidate availability)</i></p>

Section VI – Client References

References and Related Projects

In regards to our abilities to lead, champion and execute the requirements of this executive search, we feel the best indication of our success is the satisfaction of our clients. We would encourage you to contact our references and ask them specific questions about our:

- Knowledge, skills and abilities
- Organization skills
- Project management
- Executive search and recruitment outcomes
- Responsiveness
- Ability to deliver a project on time, within budget and reach agreed upon deliverables

We are happy to provide a list of clients and contact information for reference at your request.

ATTACHMENT “A”: Team Bio’s



Chuck McPherson
Partner

**“Changing the environment changes the behavior,
thus changing the result”**

With over 26 years of global business and management experience, Chuck brings an extensive portfolio of expertise in human capital and organizational development results. He has led large and small teams through organizational effectiveness, change management, strategic planning, and professional development initiatives. His consulting focus includes leading businesses with traditional teams through untraditional planning processes and supports clients in the fields of Organization Development and Human Resources.

During his tenure as a Senior Human Resources Manager at Hewlett-Packard and Agilent Technologies, Chuck managed major Strategic and Human Resource projects that encompassed multiple geographic locations and cross functional departments. His success in the HR and production management fields reflects his commitment to managing relationships, improving organizational behavior, and driving organizational results. Chuck is able to manage at all levels in an organization, always keeping his audience in mind and delivering communications and expectations at the appropriate level.

In 2003, Chuck left Agilent Technologies to launch IMSI Consulting and IMSI TrackMeet™, a management consulting firm located in Santa Rosa, CA. IMSI Consulting Chuck focused on business management consulting and collaborative technologies. The firm focuses on numerous businesses, small and large, and in a variety of industry including financial, technology, hospitality, nonprofit, wine, and education. In 2009, Chuck merged IMSI Consulting and IMSI TrackMeet™ into Leap Solutions Group, INC. formalizing a business partnership that began through a collaborative consulting agreement with Leap in 2004.

Chuck was born in Mountain View, CA and received his BA from Williamstown University. He has been published and quoted in numerous magazines, newspapers, books and studies for his work with collaboration technologies and human resource development, including The Wall Street Journal, Boston Globe, Sun Sentinel, New York Times, Top Consultant and Training Magazine. His hobbies include all types of water sport and outdoor activities.



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Scott Ormerod, MBA

Partner

As a partner of Leap Solutions Group LLC, a business management consulting firm located in Santa Rosa, CA, Scott Ormerod brings over 30 years organizational development, management and human resources experience to the consulting practice. Scott inspires creative, innovative solutions for his clients as a way to develop and enhance teams that are focused upon organizational values, vision and mission. His expertise includes assisting organizations with the development of their organizational and human assets in a way that incorporates individualism, diversity and growth. Scott is known for his organized and systematic approach to complex problem solving with executable implementation plans.

Scott has a diverse background in the areas of human resources, organization development, recruitment, executive coaching, risk management, administration and finance. Combining this background with his nonprofit industry experience allows him to bring distinctive and diverse solutions to consulting engagements.

Scott has extensive experience in the health care industry focusing on human resources, executive coaching, administration, organizational development and acquisitions. Most recently, he has worked with Hospital Association of Southern California, Hospital Council of Northern and Central California, White Memorial Medical Center, Adventist Health and Adventist Health Physicians Network, Physicians Network Medical Group, Sonoma County Department of Health Services, Healthcare Foundation of Northern Sonoma County, North Sonoma County Healthcare District.

Prior to launching Leap Solutions in 1998, Scott worked in the higher education field as a director of human resources. His experience also includes work as a CFO for a private boarding school and Administrative Manager for a private, liberal arts college. In addition to life-long learning for himself, Scott has taught human resources and management courses as an adjunct faculty member for Pacific Union College and University of San Francisco.

One of Scott's passions is volunteering in the community with organizations such as the Santa Rosa Chamber of Commerce, Greater Bay Area Make-A-Wish Foundation, Make-A-Wish Foundation of America, the Children's Village of Sonoma County and the County of Sonoma Workforce Investment Board. Scott serves on the Make-A-Wish Foundation of America Resource Development and Branding Committee and is a former member of its national board. He also has served as a board member for The Children's Village, the Santa Rosa Convention and Visitor's Bureau, the County of Sonoma Workforce Investment Board and Tomorrow's Leaders Today, a leadership program for high school juniors in Santa Rosa.

On May 16, 2001, Scott was one of 50 individuals from throughout the world honored by His Holiness the Dalai Lama for his nonprofit service particularly with the Make-A-Wish Foundation. A native Californian, Scott received his MBA in management at Golden Gate University in San Francisco.



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Mary Henderson

Executive Recruiter

As Leap's Executive Recruiter & Coach, Mary's coaching expertise is her go-to tool when seeking the right person for her clients. She's a relationship recruiter, and when Leap presents several candidates and a client says, "I don't know who to choose, they're all great," it's music to her ears.

After over a decade of Sonoma County-based communications, administrative, marketing and recruiting for companies including NeilMed Pharmaceuticals, New York Life and Thermasource, Mary formed her own personal coaching firm and received her coaching credential from the Center for Coaching Certification. She recently completed ORSC training (Organization & Relationship Systems Coaching), as well. She became part of the Leap Solutions family in the summer of 2014 and brings the same recruiting philosophy that has driven the growth of Leap's recruiting services from its inception — a focus on quality over quantity, finding the best person for the role, and creating a win-win for both the client and the candidate.

Her passion for people and helping them achieve their goals is also evident in her personal interests. She is involved with Sonoma County's Social Advocates for Youth (SAY) and Santa Rosa's Chop's Teen Club, and for over 17 years has kept in close contact with the young lady whom she represented in the family court system as a guardian ad litem through Court Appointed Special Advocates (CASA).

Mary is a self-described "geek" who enjoys camping with her family, and has her first-degree black belt in Tae Kwon Do. She's also "international", born in Madrid to Spanish and Cuban parents, and raised in Texas. She received her Bachelor's of Science degree in Communications from the University of Texas at Austin.



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Christine Rodman, PHR-CA *Human Resources Consultant*

Christine comes to Leap Solutions with over seventeen years of progressive human resource experience and a passion for developing positive employee relations within diverse workforces. She has successfully managed employee relations issues, workplace investigations, and developed a variety of training workshops to increase productivity, ensure compliance and help boost morale. Her specialties include employee relations, recruitment, performance management, training and development, compliance, benefits, and corporate drug testing within the staffing sector.

A Sonoma County native, Christine has been involved with various community organizations, including the Volunteer Center of Sonoma County, Active 20-30 (Redwood Empire 1029), STARS Program, and is an active volunteer within the Asian American community. She scuba dives, snowboards, bikes, hikes, ice skates, and runs.

Christine holds a Bachelor of Arts degree in Ethnic Studies from San Francisco State University, a PHR-CA certification with the Human Resource Certification Institute, and a HR Management Certificate from Sonoma State University. She is also an active member of the Society for Human Resource Management.



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Claudia Sarmiento *Human Resources Consultant*

Claudia Sarmiento learned the insightful, strategic tenets of human resources at the beginning of her HR career, in 1998, and they remain the foundations of her work to this day: HR is a strategic partner that works to empower and develop an organization's most powerful resources, its people. She has complimented her years of experience by dedicating herself to obtain the professional level of SPHR. A true commitment to the field of Human Resources.

As an HR administrative and executive assistant at NorTel, then one of the leading global developers of networking and communications technologies, Claudia advanced from her administrative position to specialist, analyst, project manager and into leadership development. She developed a strong fascination for programs that brought out the best in employees.

Family and opportunities brought her to Santa Rosa in 2008, where she merged her experience with a commitment to explore and experience Sonoma County's wine industry. She worked as an HR specialist for several Sonoma and Napa County companies.

Claudia's personal time is constantly filled, whether it's mountain biking, snowboarding or indoor soccer. She's also the scorekeeper for her sons baseball team, and relaxes by gardening.

She received her Bachelor of Science degree from the University of Phoenix and her SPHR certification. She is also an active member of the Society for Human Resource Management.



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Oliva Saxe

Human Resources Recruiting Assistant

As Leap Solutions' Human Resources and Recruiting Assistant since joining in 2015, Olivia continually adds to her experience and knowledge as she supports the Leap team. A Sonoma County native and mother of three, she has an expansive skill set ranging from hospitality and event coordination to sales and marketing. She enjoyed a successful ten year career as an Event Coordinator and working at a local restaurant group in their hospitality department. At Leap Solutions, Olivia takes on multiple roles supporting the entire team on a variety of projects. As a graduate of Fashion Institute of Design and Merchandising (FIDM), Olivia continues her interest in learning in her role as an HR and Recruitment professional.



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Teri Powell
Office Manager

As Leap Solutions' office manager, Teri Powell draws upon 30 years of combined human resources, facility management, and office administration experience to keep Leap's projects on time and on target.

Teri joined Leap Solutions in January 2011. She began her career with Bank of America in 1984 and has served as a benefits administrator, executive assistant, office manager, project coordinator, insurance chiropractic assistant and property manager. She worked for Kendall-Jackson for 11 years in Human Resources and Administrative Services combined before moving on to Medtronic and L-3 Communications as project coordinator in the human resources recruiting sector as well as learning and development.

A life-long Sonoma County resident, Teri volunteers at the Windsor Service Alliance as well as a volunteer and wish grantor for the Make-A-Wish Foundation, Greater Bay Area. She has served as a youth leadership counselor and secretary for the Young Women's Organization at her church. Her passions are hiking, gardening, camping, hunting, traveling, SF 49ers, SF Giants, NASCAR, NHRA and a good movie. Her favorite joy is being with her two daughters and two granddaughters.

ATTACHMENT "B": Direct Hire Agreement

DIRECT HIRE SERVICE AGREEMENT

This agreement is entered into on this _____ by and between Visit Mendocino ("Client") and Leap Solutions Group, Inc, DBA Leap Solutions ("Leap") regarding recruiting and independent contracting services to be performed by Leap Solutions (the "Agreement").

1. **Scope of Service.** Client shall retain Leap on an Exclusive basis to locate and refer qualified candidates to Client for employment by Client in Client specified position identified in Section 4. Client understands that no employment relationship exists or shall be created by virtue of this agreement between Leap and any candidate. It is important for both parties to understand that this relationship requires excellent communications and disclosure of information to attain the best fit candidate in skill and cultural fit.

2. **Qualification of Candidates.** Leap will perform reference checks and such other screening as Leap deems reasonably necessary to determine the qualifications or the suitability of the candidates, prior to their referral to the Client. Reference checks for all candidates shall be based entirely upon application information provided by the candidates. Leap shall be entitled to rely on any and all information received from candidates and their references. Except as specifically provided herein, Leap will not conduct any drug or health screening, credit, criminal or other background checks or testing, or verification of references' qualifications unless mutually agreed in writing between Client and Leap. Leap is not responsible for completing the I-9 verification process or other Client specific hiring activities such as applications, offer letter, W-4 etc.

If Client desires to conduct a background check on the final candidate(s), Leap shall charge the current retail value of the fee charged by a qualified background check company retained by Leap. By initialing here, Client agrees to have Leap conduct the background check for an additional fee. **INITIALS**_____

3. **Terms and Conditions.** The following terms and conditions will commence upon execution of the Agreement and will remain in effect until this Agreement is terminated as provided herein.

- a. **Termination** - Either party may terminate this Agreement upon thirty (30) days advance written notice to the other party, in which event Leap shall be entitled to compensation as specified in Section 5 below.
- b. **Warranty** - Leap warrants that all services performed hereunder shall be performed in a professional and workman like manner, consistent with the standards of the industry. The foregoing warranty shall not be assigned to any third party. Except as specifically provided in this section, Leap makes no other warranties, either express or implied, as to any other matter whatsoever.
- c. **Limitation on Liability** - Notwithstanding section 7.a., in no event shall Leap be liable for any indirect, special, or consequential damages of any nature or kind whatsoever, including, but not limited to loss of profits or other economic loss arising out of services provided under this Agreement. Client agrees that Leap's liability for damages, if any, shall not exceed the amount paid to Leap for services provided pursuant to this Agreement. No actions, regardless of form, arising out of any of the transactions under this Agreement may be brought by either party more than one(1) year after such action has occurred.

- d. Confidentiality - Client and Leap hereby mutually agree that: (i) the information furnished by Leap to Client concerning Leap, or by Client to Leap concerning Client, including the terms of this Agreement (“Confidential Information”), is and shall be treated as the confidential property of the party providing the Confidential Information; (ii) Client and Leap shall instruct and require all of their respective employees and agents who have access to the Confidential Information to maintain the confidentiality of such information; (iii) Client and Leap shall exercise at least the same degree of care to safeguard the confidentiality of the Confidential Information that Client or Leap would exercise to safeguard the confidentiality of Client’s or Leap’s own confidential property; and (iv) Client and Leap shall not disclose the Confidential Information or any part or parts thereof, to any of its employees or agents except on a “need to know” basis.

Client and Leap agree to undertake whatever action is necessary to remedy any breach of Client’s or Leap’s confidentiality obligations herein set forth or any other unauthorized disclosure of the Confidential Information by Client or Leap, its employees or its agents. Client and Leap further agree not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Confidential Information. It is expressly understood and agreed that the obligations of this Section shall survive the termination or rescission of this Agreement or any part hereof.

- e. Client Information - Client will furnish Leap with such information as Leap reasonably requests in connection with the performance of its services hereunder (the “Necessary Information”). Client understands and agrees that in performing its services hereunder, Leap will use and rely upon the Necessary Information as well as publicly available information regarding Client and its markets and industry. Leap does not assume responsibility for independent verification of any Necessary Information, whether publicly available or otherwise furnished to it, concerning Client or others, including, without limitation, any financial information, forecasts or other projections considered by Leap in connection with its performance hereunder. Accordingly, Leap shall be entitled to assume and rely upon the accuracy and completeness of all such Necessary Information.
- f. Assignment of Duties - Nether party shall assign rights or delegate responsibilities under this Agreement without the other party’s prior written approval.
- g. Non-discriminatory Practices - Leap is dedicated to complying with its obligations as an equal opportunity/affirmative action employer. Our recruiting and hiring practices and procedures are free of discrimination based on race, religion, color, age, sex, national origin, disability, veteran status or any other protected group status.

4. **Direct Hire Fees.** Should Client directly hire a Leap candidate, Leap will invoice Client according to the following mark-up schedule. Fees structure is based on a percentage of the employee’s first year cash compensation.

Job Classification	Direct Hire Fee
Executive Director	22%

Fees shall be deemed earned when a candidate referred by Leap is employed by the Client, a subsidiary or related entity of the Client or if any party affiliated with the Client refers the candidate to any other employer and said candidate becomes employed by that employer.

INITIALS _____

Payment for services is due upon receipt of invoice, or candidate’s first date of employment, whichever is later (“Due Date”). If payment is **received** within ten (10) days after the Due Date, the following guarantees will be put in place. **INITIALS** _____

5. Cancellation of Agreement and Compensation.

Cancellation by Client

If Leap has been retained on an exclusive basis and this Agreement is subsequently cancelled by Client after work has started, Client shall reimburse Leap for its time worked at the rate of \$175 per hour, plus Leap's out-of-pocket actual expenses relating to Leap's performance under the Agreement. Notwithstanding the foregoing, if Client cancels the Agreement due to Leap's breach of the Agreement, Leap shall not be entitled to reimbursement for its time nor expenses.

INITIALS_____

Cancellation by Leap

If Leap terminates the Agreement without cause, Leap shall not be entitled to reimbursement for its out-of-pocket expenses nor for its time worked. If Leap chooses to cancel the Agreement for cause or due to Client being uncooperative or unreasonable in the hiring process, Leap shall be entitled to reimbursement for its out-of-pocket expenses and for its time worked at the rate specified above. **INITIALS**_____

6. Direct Hire Guarantee.

30 Calendar Day-Free Replacement: Upon termination or resignation of an original candidate within the first thirty (30) calendar days of employment, Leap will provide a free replacement for Client position at no cost.

90 Calendar Day-Prorated Fee Credit: Upon termination or resignation of an original candidate between 31 and 90 calendar days, Leap will prorate the paid fee based on the number of calendar days the candidate was employed. (1/90th of the fee per calendar day) and credit the remaining amount toward a one-time replacement for the same position.

90 Days and Up To One Year-50% Discount: Upon termination or resignation of an original candidate between 91 days and one year, Leap will refill the same position at 50% of the original direct hire fee.

If original candidate leaves due to Client misconduct leading to resignation or termination of original candidate, this Direct Hire Guarantee is null and void.

Guarantee will be satisfied when Leap presents up to a maximum of two replacement candidates to Client that Leap has determined meet the original job specifications of the original order or placement assignment.

7. **Insurance.** Leap agrees to maintain business automobile liability insurance, or an equivalent program of self-insurance, with a combined single limit of no less than \$1,000,000 per occurrence and Comprehensive General Liability Insurance, or an equivalent program of self-insurance, in the minimum amount of \$1,000,000. Leap agrees to maintain workers compensation insurance for all Leap employees and errors and omissions insurance in the amount of \$1,000,000.

8. Indemnification.

- a. Indemnification by Leap. Subject to the limitations provided in 3.c., Leap shall indemnify, defend and hold harmless Client against: (a) any and all liability arising out of Leap's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts or omissions of Leap or Leap's employees relating to or arising out of this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of Client in connection with the defense of such claims.

b. Indemnification by Client. Client shall indemnify, defend and hold harmless Leap against: (a) any and all liability arising out of Client's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of Client or its employees relating to or arising out of this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of Leap in connection with the defense of such claims.

9. **Choice of Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Proper jurisdiction and venue for any dispute arising hereunder shall be with the courts of the County of Sonoma, State of California.

10. **Survival.** The respective obligations and covenants of the Parties under this Agreement, which shall by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, the confidentiality and indemnification obligations, shall survive the termination or expiration of this Agreement.

11. **Attorney's Fees.** In the event of a dispute between the Parties hereto, the prevailing party shall receive, separate and apart from any other judgment, decree or award, a judgment or award for the reasonable costs and attorneys' fees incurred by that party in connection with such dispute.

12. **Time of Essence.** Time is expressly declared to be of the essence in this Agreement.

13. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter hereof and merges all prior discussions between them, and neither of the Parties shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement other than as expressly provided for herein or as duly set forth subsequent to the date hereof in writing signed by the duly-authorized representatives of the Parties to be bound thereby.

Please indicate your acceptance of the foregoing terms and conditions by signing in the space provided below.

For Leap Solutions Group, Inc.:

For Client:

Chuck McPherson

Chuck McPherson

Name:_____

Partner

Title:_____

1400 N. Dutton Ave Suite #15

Address:_____

Santa Rosa, CA 95401

707-527-0969

Phone:_____

EIN: 35-2312181

REIN:_____

Date: _____

Date: _____

ATTACHMENT "C": Client List

Leap Solutions Group INC. Sample Client List

Banking/Finance

California Credit Union League
Community First Credit Union
Exchange Bank
First Community Bank
North Valley Bancorp
Redwood Credit Union
San Francisco Federal Credit Union
Sonoma Bank
Sonoma County Grange Credit Union

Education

Dominican University of California
Johns Hopkins University
Pacific Union College

Government

Sonoma County Assessor's Office
Sonoma County BEST
Sonoma County Economic Development Board
Sonoma County Human Resources
Sonoma County Health Services

Health Care

Adventist Health Physicians Network
Coast Life Support District
EvergreenHealth
Healthcare Foundation Northern Sonoma
Hospital Council of Northern & Central California
Kaiser Foundation Health Plan, Inc.
North Sonoma County Healthcare District
Physicians Network Medical Group
Redwood Coast Medical Services
Sonoma County Department of Health Services
Sonoma County Medical Association
White Memorial Medical Center

Hospitality/Tourism

Chandi New Restaurant Concepts, LLC
Inn at the Tides
Placer Valley Tourism
Pure Luxury Transportation
Sonoma County Lodging Association
Sonoma County Tourism
the girl and the fig

Nonprofit

Bodega Bay Fire District
California Human Development
Community Housing Sonoma County
Council on Aging
eCenter
Make-A-Wish Foundation
Santa Rosa Chamber of Commerce
Social Advocates for Youth (SAY)
YWCA

Technology/Private

Agilent Technologies
Hewlett Packard
Hogan Land Services
La Tortilla Factory
Medtronic
Powell's Sweet Shoppe
Rudolph Inc.

Wine

Bevill Vineyard Management
Balletto Vineyards
Sonoma County Vintners
Sonoma County Winegrape Commission
Sonoma Valley Vintners and Growers
Stuhlmuller Vineyards
Wilson Wines
Wine Road, Northern Sonoma County
Zaca Mesa Winery