

RESOLUTION NO. 2362

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL
SERVICES CONTRACT WITH RJA MANAGEMENT SERVICES, INC.
FOR THE EXECUTIVE SEARCH AND RECRUITMENT OF A DIRECTOR
OF PUBLIC SAFETY TOTALING \$10,500 PLUS OUT OF POCKET
EXPENSES NOT TO EXCEED \$2,500 AND APPROPRIATING
\$13,500 FROM THE GENERAL FUND CONTINGENCY**

BE IT RESOLVED by the City Council of the City of Soledad that the City Manager/City Clerk be, and she is hereby authorized and directed for and on behalf of the City of Soledad, to execute a contract with **RJA MANAGEMENT SERVICES, INC**, in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 25th day of July, 1994, by the following vote.

AYES, and in favor thereof, Councilmembers. John Holguin, Ben Jimenez, Jr., Richard Ortiz, Mayor Pro Tem Fabian Barrera, Mayor Fred Ledesma

NAYES, Councilmembers. None

ABSENT, Councilmembers. None

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 25th day of July, 1994, by and between the City of Soledad, Monterey County, hereinafter referred to as the "City" and RJA Management Services, Inc., hereinafter referred to as "Consultant".

WITNESSETH

WHEREAS, the City requires assistance with an executive search for a Director of Public Safety, and

WHEREAS, the Consultant is duly qualified and experienced to provide such services;

NOW, THEREFORE, said City and said Consultant, for the considerations hereinafter set forth, mutually agree as follows:

1. Consultant services shall be furnished in accordance with the attached Terms and Conditions for Professional Consulting Services Agreements.

2. Consultant shall assign Dr. Richard L. Garcia to personally participate in said project.

3. Consultant shall perform those services described in the attached "Scope of Work". City shall pay Consultant as compensation in full the amount of \$10,500 for Professional Services and out of pocket expenses not to exceed \$2,500.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

A
190.17

CITY OF SOLEDAD

TERMS AND CONDITIONS

FOR PROFESSIONAL CONSULTING SERVICES AGREEMENTS

1. DEFINITIONS - "Consultant" shall mean the professional consultant which has entered into the Agreement which by reference is subject to the terms and conditions hereinafter set forth. "City" shall mean the City of Soledad, a municipal corporation. "Agreement" shall mean the purchase order, contract or other written instrument constituting the Agreement between the Consultant and the City.

2. AMENDMENT OF SCOPE OF WORK - City shall have the right to amend the Scope of Work within the Agreement by written notifications to the Consultant. In such event, the compensation and time of performance shall be subject to renunciation upon written demand of either party to the Agreement.

3. CITY'S RIGHT TO TERMINATE/SUSPEND CONTRACT - At any time and for any reason, City shall have the right to terminate or cancel the agreement, take possession of the Consultant's studies, notes, manuscripts, and correspondence, insofar as they are complete and acceptable to the City, and pay the Consultant such equitable proportion of the total remuneration as the work actually done by the Consultant at the time of such discontinuance bears to the whole of the work required to be done by the Consultant under the terms of this Agreement.

The City, at its sole discretion, may suspend indefinitely or abandon the completion of the project, or any part thereof, and may require the Consultant to suspend the performance of its services. Said right to suspend or abandon shall be without limit or restriction.

4. EMPLOYMENT PRACTICES - Consultant shall not discriminate in his/her performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, or national origin in his employment.

6. RECORD OR PERFORMANCE - Consultant shall maintain adequate records of contract performance and make these records available for inspection, audit, and copying by the City during the Contract period and for three (3) years from the date of final payment.

7. ASSIGNMENT - The Agreement shall not be assigned by the Consultant in whole or in part, without written consent of the City.

8. PAYMENT - Consultant shall submit itemized monthly statement for work performed. Except for the last and final payments, City shall make any payments due within thirty (30) days after receipt of such bill therefore. The final and last payment shall not be made until completion of all tasks.

9. CONSULTANT'S LIABILITY - The Consultant shall be responsible for all injuries to persons and for all damage to property of the City or to others caused by or resulting from the negligence of the Consultant, his employees, agents, or subcontractors during the progress of or connected with rendition of services here rendered, and shall defend and hold harmless and indemnify the City and all officers and employees of the City from all cost and payments for damages or injuries arising out of the negligence performance of the work of the Consultant or his subcontractor under this Agreement.

10. PUBLIC LIABILITY INSURANCE - Consultant shall, at his own expense, take out and keep in force during the continuance of this contract a public liability insurance policy, in a company or companies to be approved by the City, to protect the Consultant, his officers, agent, and employees against any liability to the public incident to the work to be performed under this Agreement. Said insurance shall be in the amount of not less than \$500,000 to indemnify against the claim of one (1) person, and the amount of not less than \$1,000,000 against their claim of two (2) or more persons resulting from any on accident, insure to the continent liabilities, if any, of the City and the officers, agents, and employees of the City and shall obligate the insurance carriers to notify the City in writing not less than thirty (30) days prior to the cancellation thereof, or any other change affecting the coverage of the policy.

12. SUBCONTRACTING - None of the services covered by this contract shall be subcontracted without the prior written consent of the City.

13. INDEPENDENT CONTRACTOR - At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which consultant accomplishes services rendered pursuant to this Agreement.

14. STANDARD OF PERFORMANCE - Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which the Consultant is engaged in the geographical area in which Consultant practices his profession. All instrument or service of whatsoever nature which Consultant delivers to City pursuant to the terms of this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant profession.

SCOPE OF WORK
DIRECTOR OF PUBLIC SAFETY
EXECUTIVE SEARCH AND RECRUITMENT

- I. Recruitment and Candidate Screening
 - A. Cultivate Candidates
 - B. Initial Candidate Screening

- II. Candidate Interview Facilitation
 - A. City Manager Briefing
 - B. Development of Interview Factor Sheets & Questions
 - C. Consensus Building

- III. Backgrounds & Reference Checks on Top Candidates
 - A. Education Checks
 - B. Criminal Record Checks
 - C. Financial History Checks
 - D. Professional Reference Checks