

RESOLUTION NO. 5174

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING A CONTRACT FOR EMPLOYMENT RECRUITMENT SERVICES
WITH RJA MANAGEMENT SERVICES, INC FOR AN AMOUNT NOT TO EXCEED
\$23,000 FOR EXECUTIVE RECRUITMENT SERVICES**

BE IT RESOLVED, by the City Council of the City of Soledad that the Employment Recruitment Services between RJA Management Services, Inc. and the City of Soledad, a copy of which is attached hereto as Exhibit A, and by this reference incorporated herein, is hereby approved.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting held on the 4th day of May 2016, by the following vote:

AYES, and in favor thereof, Councilmembers: Christopher K. Bourke, Richard J. Perez, Mayor Pro Tem Alejandro Chavez, Patricia D. Stephens, and Mayor Fred J. Ledesma

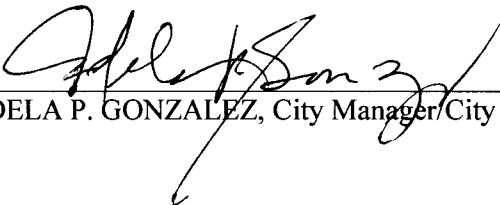
NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None



FRED J. LEDESMA, Mayor



ADELA P. GONZALEZ, City Manager/City Clerk



**AGREEMENT
FOR
PROFESSIONAL EMPLOYMENT RECRUITMENT SERVICES**

This agreement is made by and between the **CITY OF SOLEDAD**, herein called **CITY** and **RJA MANAGEMENT SERVICES, INC.**, an executive search firm with offices at 2719 So. Mayflower Avenue, Suite A, Arcadia, California 91006, herein called **RJA**.

RECITALS

WHEREAS: Effective 10-01-2016 the **CITY** will have a vacancy for the position of **City Manager** due to the retirement of its City Manager.

CITY desires to establish a group of best qualified candidates to be considered for this position as soon as possible, and

CITY desires to employ **RJA** to recruit and provide **CITY** with said group of candidates.

RJA is a well qualified executive search firm with extensive experience in such personnel matters and has been selected by the **CITY** to conduct this executive recruitment, and

RJA is ready, willing and able to accept such employment and provide the desired services for the **CITY**.

NOW THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, the **CITY** and **RJA** agree as follows:

1. **RJA** shall embark upon a recruitment program to provide the **CITY** a group of qualified candidates to be considered for the position of **City Manager**. The number of candidates in the final group shall be determined during the process based upon appropriate factors. This program shall include, but not necessarily be limited to, innovative methods of executive recruiting in accordance with the highest standards of **RJA**'s professional ethics.
2. **RJA** will provide the **CITY** the following documentation to demonstrate that appropriate outreach was conducted to attract a qualified applicant pool.
 - A. Total number of applicants for the position;

- B. Names, gender and ethnicity of applicants identified in the qualified pool; and,
- C. Names, gender and ethnicity of all candidates interviewed by **RJA**.

3. The **CITY** shall provide **RJA** with sufficient information concerning desired qualifications and position specifications. Guidance, direction and consultation will be provided by the **CITY**.
4. Contracted services may be modified by the **CITY** as may be necessary to achieve the objectives of this agreement. In the event of substantial modification by the **CITY**, **RJA** may request modification of time for completion and total consideration to be paid subject to approval by the **CITY**. **CITY** may cancel this agreement at anytime and without cause upon written notice to **RJA**. In the event of termination, **RJA** shall be entitled to compensation for services performed to the effective date of termination.
5. **RJA** agrees to abide by such rules, regulations policies and laws in the performance of the agreed upon services as are applicable to **RJA**'s professional specialty.
6. The **TERM** of this agreement shall be for a period of **FIVE (5) MONTHS** from and after the execution of this agreement. Said term shall include completion of the necessary recruitment efforts, provision of the group of candidates heretofore specified and assistance with the selection of a **City Manager**.
7. **COMPENSATION:** The **CITY** shall pay **RJA** for the aforesaid group of candidates a flat fee of **SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500.00)** for professional services rendered, plus reimbursement not to exceed **FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00)** for expenses as outlined in the attached proposal (Exhibit A). Expenses include clerical services, fax, postage, First Advantage background checks (top 3 finalist), and other directly related costs. All advertising costs and the printing of a brochure will be billed directly to the **CITY**. The expenses do not include any costs associated with candidate travel. Professional consulting services for services provided beyond those described in the **RJA** proposal will be billed to the **CITY** at the rate of \$185.00 per hour. The **CITY** will be billed one-third of the professional services fee upon commencement of the search (first installment), one third at the beginning of the second month (second installment), and one-third upon presentation of finalists (third installment). The first installment is due and payable upon commencement of the search. The remaining installments and other invoices, including expenses, are due and payable to **RJA** within thirty (30) days of receipt of invoices.
8. **OWNERSHIP OF DOCUMENTS:** All documents and other materials developed by **RJA** for the purpose of this agreement shall be the property of the **CITY** and shall be available to the

CITY for review upon request. All documents and materials will remain in the custody of RJA for three (3) years.

9. RJA shall indemnify and hold harmless CITY and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims expenses and costs (including without limitation, attorney fees and costs and fees of litigation) of every nature arising out of or in connection with RJA's performance of the services or its failure to comply with any of its obligations contained in this Agreement, except for liability caused by the sole negligence or willful misconduct of the CITY.

10. CITY shall indemnify and hold harmless RJA and its officers and employees from and against any and all liability, loss, damage, claims, expenses and costs (including without limitation, attorney fees and costs and fees of obligation) of every nature arising out of or in connection with CITY's failure to comply with any of its obligations contained in this agreement, except for liability caused by the sole negligence or willful misconduct of RJA.

11. RJA at all times shall be considered to be an independent contractor and not an employee of the CITY. RJA shall not represent that any contractual agreement between the CITY and third parties can be created as a result of RJA's actions, except pursuant to approval by the CITY.

IN WITNESS WHEREOF this agreement is executed by the CITY.

DATE: May 4, 2016

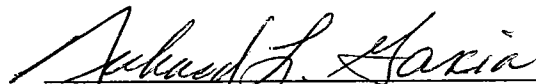
CITY OF SOLEDAD



Fred J. Ledesma, Mayor

DATE: 5/17/16

RJA MANAGEMENT SERVICES, INC.



Dr. Richard L. Garcia, President



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NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None


FRED J. LEDESMA, Mayor

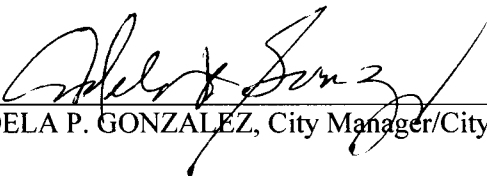

ADELA P. GONZALEZ, City Manager/City Clerk





Exhibit A

RJA Management Services, Inc.

March 10, 2016

Ms. Adela Gonzalez
City Manager
CITY OF SOLEDAD
248 Main Street
Soledad, CA 93960

Dear Ms. Gonzalez,

RJA Management Services, Inc. would like to express interest in assisting the **CITY OF SOLEDAD** in recruiting qualified candidates for *City Manager*.

For over thirty years, RJA has provided a myriad of management consulting services to cities, counties, school districts, universities, special districts and State agencies. Services provided include but are not limited to organizational assessments, consolidation studies, classification and compensation studies, conflict resolution, executive performance evaluations, strategic planning, and executive searches. Most of our work requires data gathering, analysis and reporting. Our Executive Search consultants have applied their highly professional skills to recruit competent executives, directors, managers and mid-managers in both the public, private and not for profit sectors. Our public sector management network greatly enhances our ability to assist organizations in quickly recruiting and selecting candidates. RJA search consultants work closely with clients and prospective candidates to avoid unnecessary inconveniences or costs to either party.

A partial list of clients includes the City of Anaheim - Public Utilities Department, City of Azusa, City of Banning, City of Chula Vista, City of Commerce, City of Delano, City of El Monte, City of Escondido, City of Fresno, City of Hollister, City of Imperial Beach, City of Irwindale, City of Long Beach, City of Monrovia, City of Montebello, City of National City, City of Oxnard, City of Pasadena, City of Pinole, City of Pittsburg, City of Pomona, City of Salinas, City of San Diego, City of San Fernando, City of San Pablo, City of Santa Paula, City of Soledad, City of So. El Monte, City of Watsonville, County of Los Angeles, Monterey County, Fort Ord Reuse Authority, Helix Water District, East Bay MUD, Metropolitan Water District, Otay Water District, Upper San Gabriel Valley Municipal Water District, San Diego County Water Authority, San Diego Data Processing Corp., Santa Clara Valley Water District, Montebello Unified School District, Oxnard School District, Sweetwater Union High School District, University of California at San Diego, University of California Office of the President, Cal State Los Angeles, Cal Poly Pomona, California State University, Hayward, San Diego State University, and the State of California Department of Corrections.

RJA TEAM

I serve as the project manager of the engagement and will be assisted by Ms. Diane Morales, former City of Los Angeles Executive Recruiter and current RJA Consultant, and Mr. Cam Sanchez, retired City of Santa Barbara Chief of Police. We will work closely with the City Council and you to develop an outreach and screening process. The RJA Team possesses a breadth of municipal

management experiences, broad personnel backgrounds, extensive professional contacts, and working knowledge and experience with the City of Soledad that will be useful in identifying, recruiting, and screening qualified candidates. It is my responsibility to coordinate all consultant activities, screen candidates who are ultimately submitted for consideration, and ensure that RJA adheres to the agreed upon executive search strategy.

RJA APPROACH

RJA is very deliberate, yet flexible, in its approach to recruiting qualified candidates. The RJA approach to an executive search encompasses the following six steps:

1. Organizational Assessment

RJA meets with the City Council and City Manager to:

- Discuss critical community, political, legal, and organizational issues relevant to the City of Soledad;
- Better understand the current organizational culture and environment;
- Discuss in further detail the salary range, outreach and screening process, duties, responsibilities, skills, knowledge, abilities, and behaviors required of the City Manager;
- Clearly define any special requirements;
- Establish search deadlines and reporting arrangements.

2. Development of Recruitment Materials

Information gathered during the organizational assessment phase is used to design recruitment strategies, a recruitment brochure(s), advertisements, recruitment letters, supplemental application forms and any other materials appropriate for the City.

3. Outreach

RJA accesses our computerized municipal management candidate databank and employs our state/national management and professional association networks to identify individuals with the desired personal, professional, technical, and management qualifications. In addition, RJA places advertisements in journals and periodicals widely read by and oriented to the city management profession.

It has been both our contention and experience that minorities and females are qualified for top-level management positions. RJA's job is to identify and attract a diverse candidate pool. However, the selection of the best candidate for the position is the responsibility of the Client.

4. Screening and Individual Assessment

RJA carefully compares the candidates' qualifications against the requirements for the position agreed to by the Client. Our consultants also review and evaluate

responses to job related questions posed on the supplemental questionnaire. We respond to all candidates who apply. RJA personally contacts those applicants who most closely match the established requirements to more carefully evaluate past performance; check education, training, and professional capabilities; assess professional poise, demeanor and communication skills; and appraise motivation and potential. Candidates considered most qualified will be identified and submitted to the Client for review and discussion. All candidates' resumes are made available to the Client should there be any questions regarding any applicant for the position.

5. Reporting and Presentation

RJA will prepare and present to the Client a succinct report on the top candidates who most closely meet the agreed upon position requirements. The report will facilitate comparison of the candidates and ease the evaluation. We will also be available to provide any additional preliminary background information.

6. Background and Reference Checks

Finally, RJA will use the services of First Alliance to conduct background checks on the top three candidates. Background Checks include conducting degree, financial, criminal, civil and DMV checks. RJA can also conduct professional reference checks for an additional cost.

BRIEFINGS

Periodic briefings are provided to the City Council and City Manager to:

- Keep the Council apprised of progress;
- Discuss potential problems and recommended solutions; and,
- Update the Council on the assessment of candidates recruited.

Any obstacles encountered by our Search Consultants will be communicated quickly to the City Council and City Manager at the briefings.

TIME FRAME

RJA will complete the search activity in a timely fashion. Ideally, we would like to begin the search on the Monday following approval of the contract and submit candidates for consideration within 60 days of commencement of the engagement. A more detailed time schedule will be developed by RJA once a contract is awarded and the recruitment strategy is approved (*Draft Timeline Attached*).

FEES

There are two alternative fee structures for you to consider.

Alternative 1 – RJA proposes to charge the City of Soledad a flat fee of Seventeen Thousand Five Hundred Dollars (\$17,500.00) for professional services rendered, plus expenses not to exceed Ten

Thousand Dollars (\$10,000.00). Expenses include Consultant travel and lodging (two trips), clerical services, fax, postage, brochure design, printing of a multiple color brochure, advertising, background and reference checks, and other directly related costs. The expenses do not include any costs associated with candidate travel or rental of an interview venue. Total billed for Alternative 1 Consultant Hours and expenses will not exceed Twenty Seven Thousand Five Hundred Dollars (\$27,500.00).

Alternative 2 -

RJA proposes to charge the City of Soledad a flat fee of Seventeen Thousand Five Hundred Dollars (\$17,500.00) for professional services rendered, plus expenses not to exceed Five Thousand Five Hundred Dollars (\$5,500.00). Expenses include Consultant travel and lodging (two trips), clerical services, fax, postage, brochure design, background checks, and other directly related costs. The expenses do not include any costs associated with candidate travel, advertising or printing of a multiple color brochure, or reference checks. All travel, advertising, and printing costs will be billed directly to the City. Total billed for Alternative 2 Consultant Hours and expenses will not exceed Twenty Three Thousand Dollars (\$23,000.00).

The professional service fee is negotiable in accordance with a modified approach. Any professional services provided beyond those described in the RJA Approach will be billed to the Client at the rate of \$185.00 per hour. The City will be billed one-third of the professional services fee upon commencement of the search (first installment), one-third at the beginning of the second month (second installment), and one-third upon presentation of candidates (third installment). The first installment is due and payable within 30 days of commencement of the search. The remaining installments and other invoices, including expenses, are due within thirty (30) days of receipt of invoice.

Needless to say, RJA welcomes the opportunity to once again be of service to the City of Soledad. Our extensive local and national executive search network, working knowledge of the City and the region, and recognized expertise in management consulting and human resources management will enhance our ability to recruit qualified candidates.

Please feel free to call me at (626) 447-3318 if you have any questions or need clarification about our services.

Sincerely,



Dr. Richard L. Garcia
President

RLG:JG:pc

Attachments

RJA PROPOSED TIMELINE

PROPOSED RJA TIMELINE

CITY OF SOLEDAD CITY MANAGER EXECUTIVE SEARCH

TASK	WEEK
Organizational Assessment Completed	Week #1
Recruitment Materials Developed for Client Review	Week #2
Advertisement Placements	Week #3*
Brochure Mailing/Outreach	Week # 3-7
Last Day to File	Week # 7
Consultant Screening Completed	Week # 8
Client Review	Week #10

**Placement of advertisements can effect last day to file.*