

**RESOLUTION NO. 5204**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
APPROVING A PROFESSIONAL SERVICES AGREEMENT  
WITH RALPH ANDERSON AND ASSOCIATES TO PERFORM A MANAGEMENT  
ASSESSMENT OF CITY OPERATIONS IN AN AMOUNT NOT TO EXCEED \$20,300**

**WHEREAS**, the City Manager recommends that the City undertake a neutral assessment of City operations prior to her retirement from the City; and

**WHEREAS**, the City wishes to retain the services of Ralph Anderson and Associates to perform a management assessment of the three major departments in the City: Public Works, Community & Economic Development and Police.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Soledad that the "Professional Services Agreement between the City of Soledad and Ralph Anderson and Associates," a copy of which is attached hereto as Exhibit A, and by reference incorporated herein, is hereby approved, and the City Manager is authorized and directed to execute the same on behalf of the City of Soledad.

**PASSED AND ADOPTED** by the City Council of the City of Soledad at a special meeting duly held on the 20th day of July, 2016, by the following vote:

**AYES**, and in favor thereof, Councilmembers: Christopher K. Bourke, Patricia D. Stephens, and Mayor Fred J. Ledesma

NOES, Councilmembers: Perez

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: Chavez

  
FRED J. LEDESMA, Mayor

ATTEST:

  
ADELA P. GONZALEZ, City Clerk



## Professional Services Agreement

This Agreement is made by and between the City of Soledad (“the City”), and Ralph Andersen & Associates (“the Consultant”).

1. **Consulting Engagement.** The City agrees to engage the Consultant to perform those services described below, for completion of the project described as follows: Assessment of Departmental Operations for the Public Works, Community and Economic Development, and Police Departments (“the Project”).
2. **Services.** The Consultant agrees to perform certain services necessary for completion of the Project, which services shall include, without limitation, the following:
  - a) Project Management and Oversight
  - b) Document Development and Review
  - c) Interviews and Field Visits
  - d) Analysis of Information and Development of Recommendations
  - e) Preparation of a Preliminary Draft Report
  - f) Preparation of the Final Report

A complete description of the services to be provided is contained in a proposal from the Consultant to the City, dated July 11, 2016, which is incorporated herein as Attachment A.

3. **Relationship.** The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
4. **Compensation.** As full compensation for the Consultant’s professional services performed hereunder, the City shall pay the Consultant the fixed amount of \$17,800 (Seventeen Thousand Eight Hundred Dollars) (“professional services fee”).
5. **Expense Reimbursement.** The Consultant shall be entitled to reimbursement from the City for out-of-pocket expenses incurred by Consultants for travel (assumed to be two (2) trips spanning five (5) days), printing and binding, postage and delivery, and clerical and long-distance telephone charges. Expenses will be billed on an actual cost basis and will not

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exceed \$2,500 (Two Thousand Five Hundred Dollars). The Consultant shall provide the City with a listing of expenses by category of expense as a part of monthly billings.

6. **Compensation for Additional Services.** In the event the City 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 as set forth in Consultant's proposal, plus reimbursement of expenses described above. Any request for additional services will be made as an addendum to this Agreement, in writing, signed by both parties.
7. **Method of Payment.** Progress payment of the Consultant's professional services fee and expenses shall be made on a monthly basis by the City upon receipt of billings from the Consultant.
8. **Term.** The term of this agreement shall commence upon execution of this Agreement by both parties, at which time the Consultant shall begin work on the Project and shall continue, subject to the termination provisions of Paragraph 9, until the date that the Consultant completes the Project. The date of completion of the Project is estimated to be September 15, 2016.
9. **Termination.** This agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) 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 Extended Liability Endorsement, including Personal Injury; Commercial Umbrella Liability; 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 City.
11. **Hold Harmless.** The Consultant shall be responsible for its acts of negligence, and the City shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the City 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 City.

- c) This agreement shall be modified only by a written agreement duly executed by the City 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.

**APPROVED:**

**RALPH ANDERSEN & ASSOCIATES**

**CITY OF SOLEDAD**

By: Heather Renschler

By: Adela P. Gonzalez

Name Printed: Heather Renschler

Name Printed: Adela P. Gonzalez

Title: President/CEO

Title: City Manager

Date: July 20, 2016

Date: July 21, 2016

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Rocklin, California 95765  
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July 11, 2016

Ms. Adela Gonzalez  
City Manager, City of Soledad  
City of Soledad  
248 Main Street  
Soledad, California 93960

Via Email: [adelag@cityofsoledad.com](mailto:adelag@cityofsoledad.com)

Dear Ms Gonzalez:

Ralph Andersen & Associates has been asked to submit a proposal to the City of Soledad to perform a high level management assessment of the three major departments in the City: Public Works, Community and Economic Development, and Police. It is our understanding that you will be retiring on October 1, 2016, and would like this assessment to provide your successor with an objective assessment of the three departments. We are targeting this assessment to be completed by September 15, 2016.

## **Project Team**

The City of Soledad will have the consultant team of Mr. Jim Armstrong, Project Director, and Chief George Rawson, Senior Consultant. Resumes for Mr. Armstrong and Chief Rawson are provided below:

### **Mr. Jim Armstrong, Project Manager**

Mr. Jim Armstrong will be Project Manager. With over 38 years of California local government experience, Mr. Armstrong was City Manager, City of Hanford from 1983-1990; City Manager, City of Fullerton from 1992-2001; and City Administrator, City of Santa Barbara from 2001 until 2014. He also served as Assistant City Manager, City of Anaheim from 1990-1992.

In his career, Mr. Armstrong was involved in all facets of municipal operations, including public works, airports, harbors, community development, and public safety operations. Early in his career, Mr. Armstrong also managed public works maintenance operations for two years in the City of Anaheim. Mr. Armstrong also has extensive experience in developing and implementing performance management systems.

Mr. Armstrong was regarded as one of the leaders in the city management profession. Programs developed by cities he has managed have received numerous "Helen Putnam" awards from the League of California Cities. He has been elected to serve as President of the South San Joaquin City Managers Association, Orange County City Managers Association, and the Central Coast City Manager's Association.

Academically, Mr. Armstrong received a Bachelor's of Arts degree from UCLA in political science and psychology. He received a Master in Public Administration from California State University, Long Beach. He has taught graduate level courses in public administration at California State University, Long Beach and California State University, Fresno.

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## **Chief George Rawson, Senior Consultant**

Chief George Rawson will also be part of this consultant team. He has over 35 years of law enforcement experience, including 13 years with the City of Indio. He served as Chief of that City from 1998-2001. He was appointed Chief of Police in Carmel by-the-Sea in 2001. Later he also assumed the management of the Fire Department and served as Public Safety Director. Chief Rawson retired from this position in 2010.

Chief Rawson received a Bachelor of Arts in Criminal Justice from California State University, Sacramento. He received a Master of Public Administration from Golden Gate University, San Francisco. He also completed the FBI National Academy, Quantico, Virginia. In addition, he received the POST Executive Certificate, and is a former instructor at both the Gavilan Police Academy and Riverside Community College. He also serves as an adjunct criminal justice instructor at a local community college for the past five years.

Chief Rawson has collaborated on several studies for the City of Del Mar evaluating policing and park ranger services, as well as on studies for the City of Yorba Linda analyzing their law enforcement options. Chief Rawson also provided significant technical support to the City of Rancho Cordova on a Police Services Study evaluating options for providing law enforcement services to the community.

## **Scope of Work**

The proposed scope of work for this project is as follows:

### **Task I – Project Management and Oversight**

As the first step in the study process, after notice to proceed has been received from the City, the consultant will review and confirm the Scope of Work as well as project timing with the City Manager. This will be done at a “kick off” conference call with the City Manager as well as other City staff as appropriate and as determined by the City. At this time, any refinement in the study approach will be developed. Documents, data, and other materials needed for the study will be identified. A list of those to be interviewed will be prepared.

### **Task II – Document Development and Review**

Ralph Andersen & Associates will prepare, in consultation with the City Manager, a data collection checklist. The checklist will identify materials, documents, and data that will be needed during the course of the project. It is expected that this information from the three departments will include training manuals and records; existing policies and procedures; calls for service and response time data; samples of field reports; work schedules; performance metrics; any recent audits or reports, including California State POST and DOJ audits; and a list of vehicles and other equipment used by each department. The City’s budget and organization charts will be reviewed along with any other studies prepared by or for the City on departmental operations.

### **Task III – Interviews and Field visits**

The consultant team will interview City staff and officials as directed by the City Manager. It is expected that these interviews will include the City Manager, Police Chief, Public Works Director, and Community Development and Economic Development Director. Additionally, it will include key

managers in all three departments, as well as a sampling of rank and file employees. The purpose of each interview will be to determine the following:

1. What is their perception of how well the department operates?
2. What are the key successes of the department?
3. What are the challenges facing the department?
4. How can the department improve?
5. What is their perception concerning the following key issues:
  - a. Success of the department meeting key City goals
  - b. Strategic planning within the department
  - c. Financial resources available
  - d. Quality of financial planning and budgeting within the department
  - e. Quality of equipment, information support services
  - f. Quality of management support and supervision
  - g. Overall morale and teamwork within the department
  - h. Quality of interdepartmental cooperation

In addition to the interviews, the consultant team will visit key City offices and facilities, including the police station, public work offices, water and wastewater facilities, and public works maintenance facilities. The consultant team will also conduct short “ride-alongs” with key City employees, including police officers, and public works maintenance employees.

It is expected that the consultant team will spend approximately four to five full days conducting interviews and field visits.

#### **Task IV – Analysis of Information and Development of Recommendations**

At the conclusion of the data gathering and interview phase of the study, the consultant team will develop its findings and recommendations in an outline format. Key areas that will be addressed are as follows:

1. How successful is each department in meeting the goals and objectives of the City Council and City Manager?
2. How is each department doing with regards to the following key elements:
  - a. **Operational Planning** – How well does each department plan for future needs, organize work operations, and establish timetables for work units or projects?
  - b. **Citizen Service** – How well does the department determine citizen needs and provide responsive, equitable services to the community?

- c. **Performance Measurement/Management and Quality Assurance** – How well does the department maintain a consistently high level of quality in staff work, operational procedures, and service delivery? Does the department set performance/productivity standards and objectives and measure results?
- d. **Technological Literacy** – What is the current level of information technology within the department? Is it incorporated appropriately in plans to improve service delivery, information sharing, organizational communication, and citizen access?
- e. **Budgeting** – How well does the department prepare and administer the annual budget?
- f. **Human Resources Management** – How well does the department ensure that the policies and procedures for employee hiring, promotion, performance appraisal, and discipline are equitable, legal, and current?
- g. **Training and Employee Development** – How well does the department ensure that employees are adequately trained and prepared for future advancement in the organization?
- h. **Policies and Procedures** – Does the department have adequate and current policy and procedure manuals in place? Are these procedures updated on a regular basis? How does the department ensure that appropriate policies and procedures are being followed?
- i. **Community Relations** – How well does the department communicate information to the community in a way that increases public understanding of local government issues and activities and builds a positive relationship?

### **Task VI – Preparation of a Preliminary Draft Report**

After the review and analysis conducted by Ralph Andersen & Associates, the consultants will prepare a preliminary Draft Report.

The Draft Report will be presented to the City Manager for review and comments.

### **Task VII – Preparation of the Final Report**

After review of the preliminary Draft Report by the City Manager and other staff, the consultant will finalize the report and submit it to the City.

## **Anticipated Time Schedule**

The target completion date is September 15, 2016. With this in mind, the tentative time schedule is presented below:

Week of July 18, 2016	Notice to proceed by City Development of document check list Initial kickoff conference call to refine scope of work
Week of July 30, 2016	Site visits – Public Works, Police, Community and Economic Development
Weeks of August 8 – 15, 2016	Complete analysis and develop Draft Report
August 26, 2016	Submit Draft Report to City
September 2, 2016	City completes review of Draft Report
September 9, 2016	Final Report complete

## Project Budget

The cost of professional services for the Assessment of Departmental Operations for the City of Soledad is a professional fee of \$17,800. In addition, the City will be responsible for the reimbursement of out-of-pocket expense for consultant travel and expenses for on-site interviews (assumed to be 2 trips spanning 5 days), printing and binding, postage and delivery, and clerical and telephone charges. These expenses will be billed on an actual cost basis and will not exceed \$2,500. The total cost of this proposal will not exceed \$20,300.

The proposed budget includes one presentation to the City Manager. The hourly rates and anticipated hours for the two consultants are:

- Mr. Armstrong \$150 / hour (92 hours estimated)
- Chief Rawson \$125 / hour (32 hours estimated)



Should you need any additional information, please feel free to call Mr. Armstrong at (805) 886-9688.

Respectfully Submitted,

*Ralph Andersen & Associates*

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