



City of Santa Fe, New Mexico

Memorandum



DATE: February 1, 2023

TO: John Blair, City Manager

VIA: Emily Oster, Finance Department Director
Bernadette Salazar, HR Director
Regina Wheeler, Public Works Director

FROM: Lillian Maestas, HR Admin. Manager

Action:

Approve contract with CPS HR Consulting for recruitment services for \$52,000 which services will help to fill three hard to fill and critical positions.

- Approve BAR to move \$52,000 from FY22 GRT Revenue over and above budget to HR Professional Services.

BACKGROUND AND SUMMARY:

The City desires to engage professional recruiting services. to assist with the recruitment of three positions: Complete Streets Division Director, ADA Coordinator and Transit Director of Administration. CPS was selected because we feel they are qualified to undertake this assignment as they have experience in assisting public agencies with recruiting and provided the lowest cost quote.

PROCUREMENT METHOD:

Three (3) quotes for services under \$60k

CONTRACT NUMBER:

~~3203791~~
3203903

FUNDING SOURCE:

The funding source is FY22 GRT Revenue over and above budget which is being BAR'd into HR department FY23 budget.
HR 1000231. Professional services 510340



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # ~~XXXXX~~ 3203903

Contractor: CPS HR Consulting

Description: **Assist the Public Works Department with the recruitment of three positions: Complete Streets Division Director, ADA Coordinator and Transit Director of Administration.**

Contract Agreement Lease / Rent Amendment

Term Start Date: 02/2023 Term End Date: 02/28/2025

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. Procurement History: Three (3) quotes

Andy Hopkins Feb 22, 2023
Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: 2 written quotes, 3rd attempt (due diligence) no response. okay to proceed w contract >\$60k

4. Funding Source: 1000231/510340

Andy Hopkins Feb 22, 2023
Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

Staff Contact who completed this form: Lillian Maestas Phone # 505-955-6659

Email: lmaestas@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: CPS HR Consulting

Procurement Title: Recruitment Services

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Public Works Staff Name Regina Wheeler

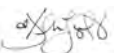
Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	RFP
<input type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input type="checkbox"/>	ITB
<input type="checkbox"/>	<input type="checkbox"/>	Bib Tab
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input type="checkbox"/>	FIR
<input type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: CA Secretary of State Certification of Filing, Cooperative Personnel Services-JPA Agreement, IRS Letter-Department of Treasury and CPS HR Consulting W-9

Lillian Maestas HR Admin. Manager 02/02/23
 Department Rep Printed Name (attesting that all information included) Title Date

 Contracts Supervisor Feb 22, 2023
 Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.



City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: COOPERATIVE PERSONNEL SERVICES

DBA: CPS HR CONSULTING

Business Location: 3450 DEL PASO RD STE. 220
SACRAMENTO, CA 95834

Owner: COOPERATIVE PERSONNEL SERVICES

License Number: 234341

Issued Date: February 14, 2023

Expiration Date: February 14, 2024

CRS Number: 02484999005

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

COOPERATIVE PERSONNEL SERVICES
3450 DEL PASO RD STE. 160
SACRAMENTO, CA 95834

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 10877 White Rock Road Suite 300 Sacramento - P&C Lic #0B29370 Rancho Cordova CA 95670	CONTACT NAME: Brianna Orchekowski PHONE (A/C No, Ext): FAX (A/C, No): E-MAIL ADDRESS: brianna.orchekowski@epicbrokers.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B : Lloyds of London</td> <td>85202</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER E : American Casualty Company</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Continental Insurance Company	35289	INSURER B : Lloyds of London	85202	INSURER C : Continental Casualty Company	20443	INSURER D : National Fire Insurance Co of Hartford	20478	INSURER E : American Casualty Company		INSURER F :
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INSURED Cooperative Personnel Services DBA: CPS HR Consulting 2450 Del Paso Rd., Ste. 220 Sacramento CA 95834	COOPPERS													

COVERAGES

CERTIFICATE NUMBER: 1635151637

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	6072390517	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	6072390548	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000			6072390551	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	6072390534 6072390520	7/1/2022 7/1/2022	7/1/2023 7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Stop Gap Applies E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Errors & Omissions Claims Made/Retro Date 10/13/1989			PSL0039482791	7/1/2022	7/1/2023	Per Claim/Agg \$3,000,000 SIR Per Claim \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Contracts/Written Agreements between the Certificate Holder and the Insured. Additional Insured: City of Santa Fe their officials, employees and Agents. When required by written contract, additional insured status with primary coverage applies to General Liability and Automobile Liability and waiver of subrogation applies to General Liability, Automobile Liability and Workers' Compensation, all per the attached endorsements. Notice of cancellation to the certificate holder applies per the attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
 P.O. Box 909
 Santa Fe, NM 87504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **CPS HR Consulting**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as a professional consulting firm, rendering services related to executive recruitments for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of 2 years as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services for the City and as described in Exhibit "A" attached hereto:

Partial Recruitment services for the Transit Director of Administration, Complete Streets Director and ADA Coordinator. The recruitment process is outlined below.

Phase I: Defining Recruitments

Task 1 - Review and Finalize Executive Search Process and Schedule

Task 2 - Key Stakeholder Meetings

Task 3 - Candidate Profile and Recruitment Strategy Development

Task 4 - Develop Recruitment Brochure

Phase II: Recruiting and Screening

Task 1 - Place Advertisements

- Task 2 - Identify and Contact Potential Candidates
- Task 3 – Resume Review and Screening Interviews
- Task 4 – Hiring Authority Selects Finalists

Activities and Deliverables:

1. Thorough review of the City's needs, culture and goals; the executive search process; and the schedule. Consultant will meet with key stakeholders to obtain input in develop the ideal candidate profile and to assist in understanding key issues and challenges that will face a new Incumbent. Consultant will provide a summary of this information that will be used for developing the candidate profile and recruitment process.
2. Contractor will design and produce a recruitment brochure and present it to the City for review prior to printing. Please refer to Appendix A for a sample brochure.
3. Contractor will tailor the recruitment process to fit the City's specific needs, with targeted advertising, and leveraging consultant's extensive database of contacts with qualified individuals.
4. Contractor will prepare, submit for approval, and publish advertisements on professional and affiliate websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy.
5. Contractor will perform research and prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the recruitment brochure and a personal invitation to apply for the position and or contact consultant with any questions about the position.
6. Contractor will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include a thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials. Contractor will ascertain each candidate's career goals and reasons for seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. Consultant will gather data on any other unique aspects specific to recruitment based upon the candidate profile and conduct internet research on each candidate.
7. Contractor will provide a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the City. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee's background. Contractor will meet with the City to review this report and to assist in selecting candidates for further evaluation.

2. **Standard of Performance; Licenses.**

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily

performed at the rate of fifty-two thousand dollars and no cents (\$52,000.00) excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$52,000.00. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate two years from the date of the final signature of the City unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS

NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2 . By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by

the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
City of Santa Fe
Public Works Department – Regina Wheeler
PO Box 909
Santa Fe, NM 87504-0909

To the Contractor:
CPS HR Consulting – Melissa Asher
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
P: 916-471-3358/ masher@cpshr.us
Tax ID: 68-0067209
www.cpshr.us

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

28. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

29. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

30. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

31. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the

fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

John Blair
John Blair (Feb 23, 2023 15:33 MST)

JOHN BLAIR, CITY MANAGER

DATE: Feb 23, 2023

CONTRACTOR:
CPS HR Consulting

Melissa Asher

NAME: Melissa Asher

Senior Practice Leader
TITLE

DATE: 02/07/2023

CRS# 0248499999999005 GRT- 02484999005

Registration # 234341

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 25, 2023 10:08 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Feb 23, 2023 14:49 MST)

EMILY OSTER, FINANCE DIRECTOR

1000231-510340 AH
AH
Org. Name/Org#.

PROPOSAL

City of Santa Fe

Executive Recruitment Services for

- 1) Complete Streets Division Director
- 2) ADA Coordinator
- 3) Transit Director of Administration

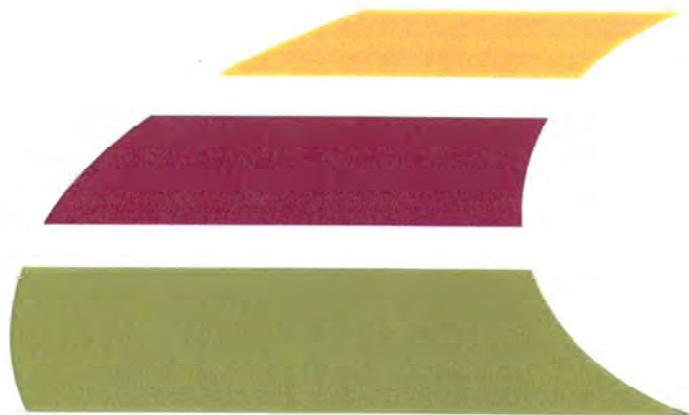
SUBMITTED BY:

MELISSA ASHER

Sr. Practice Leader, Products and Services

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
P: 916-471-3358
masher@cpshr.us
Tax ID: 68-0067209

www.cpsshr.us



Your Path to Performance

December 22, 2022

Regina Wheeler
Public Works Director
City of Santa Fe
500 Market Station, Suite 200
Santa Fe, NM 87501

Submitted via email to: rawheeler@santafem.gov

Subject: Executive Recruitment Services

Dear Ms. Wheeler:

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the City of Santa Fe (City) with the recruitment of three positions: Complete Streets Division Director, ADA Coordinator, and Transit director of Administration. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with executive search, screening, and placement.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

CPS HR offers a broad spectrum of human resource services while delivering personalized, results-oriented service, utilizing best practice methods of recruitment and selection strategies from our team of recruitment experts. We understand how important this transition is for you and are perfectly placed to assist you in this endeavor. Once this project begins, we will work with the City to tailor our process to highlight this exciting opportunity and attract the best possible candidates.

It is our commitment to work in partnership with your organization to a successful result.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please contact me at masher@cpsshr.us or (916) 471-3358.**

Sincerely,



Melissa Asher
Senior Practice Leader, Products and Services

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About CPS HR Consulting

CPS HR Consulting has been assisting organizations with their talent management needs for over 35 years. We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America. Our core competency is its knowledge of and expertise in the public sector.



CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, Higher Education, and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs.

With more than 93 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.

Our headquarters are located in Sacramento, California. We have regional offices in **Austin, TX; Littleton, CO; and Orange County, CA.**

Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through **more than 20 years** of placing top and mid-level executives in public agencies throughout the United States.

- **Unmatched Recruitment Experience for Government Agencies.** CPS HR has extensive experience in recruiting executive-level professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.
- **Focus on Diversity Recruiting.** In the past three years, 57% of the candidates placed by CPS HR are female, members of ethnic minorities or both. To continue this trend, CPS HR is constantly assessing the best methods for reaching the broadest network of possible candidates. To that end, we have just signed a contract with Zoom Info, a new sourcing platform, which includes a diversity sourcing filter.
- **Seasoned Executive Recruiters.** Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.
- **Detailed Needs Assessments.** We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.
- **Vast Pool of Public Agency Contacts.** CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.
- **Success Recruiting Non-Job Seeking Talent.** We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.

- **Satisfied Clients.** *Our executive search client satisfaction rating averages 4.6 on a scale of 5.* While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.
- **Strong Base of Repeat Clients.** We make sure we understand our client's challenges and customize our process to fit their needs. As a result, we have a long and growing list of returning clients who seek our services for multiple engagements.
- **An In-Depth Understanding** of all state and local government operations, programs, and services. This understanding has been gained through consulting engagements with local government agencies throughout the United States.
- **Retention/Success Rate.** Our success rate is tied to the longevity of the candidates we place, currently more than 91% of our placements are still in their position after two years.

Our Approach

Key Stakeholder Involvement

The Hiring Authority on behalf of City of Santa Fe must be intimately involved in the search for a new Complete Streets Division Director, a new ADA Coordinator, and a new Transit Director of Administration. Our approach assumes their direct participation in key phases of the search process. At the discretion of the Hiring Authority, other key stakeholders may also be invited to provide input for the development of the candidate profile.

City's Needs

A critical first step in a successful executive search is for the Hiring Authority to define the professional and personal qualities required of the Incumbent. CPS HR has developed a very effective process that will permit the Hiring Authority to clarify the preferred future direction for the City; the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate the Hiring Authority wishes to establish with the Incumbent; and ultimately, the professional and personal qualities required of the Incumbent.

Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

CPS HR's communication continues once you have selected the new Incumbent. We will contact the Hiring Authority and the newly appointed Incumbent within six months of appointment to ensure an effective transition has occurred.

Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates. We use advertisements, directly email the outreach brochure, post messages and connect with potential candidates on

business media such as LinkedIn, and of course, pick up the phone and call qualified individuals and referral sources.

Diversity Outreach Process

CPS HR strives to attract the most highly qualified, diverse candidate pool possible. We are pleased that our diligent efforts have resulted in more than 57% of our executive level placements being people of color and/or female candidates within the past three years.

We accomplished this by advertising with organizations like the National Forum for Black Public Administrators and the Local Government Hispanic Network in order to reach these specific population groups. We also sought candidate referrals from local subject matter experts and the national leadership of groups like Women Leading Government. By taking the time to directly contact these influential industry experts, we ensured that we captured the maximum number of distinguished candidates – particularly those who are well-known in their industries, but who may not be actively looking for a new job.

The result is incredibly diverse candidate pools. Our clients have been quite pleased with our process and end results.

Our Process/Scope of Work

Our proposed executive search process is designed to provide the City with the full range of services required to ensure the ultimate selection of a new Incumbent uniquely suited to the City's needs. CPS HR can perform a Partial or Full Recruitment based on the needs of the City. A **Partial Recruitment consists of Phase I and II only.**



Phase I: Our consultant will meet with the Hiring Authority to ascertain the City's needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the City.

Phase II: The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

Phase III: The selection process is customized for the City. CPS HR will work with the Hiring Authority to determine the process best suited for the City of Santa Fe.

Phase I - Develop Candidate Profile and Recruitment Strategy

Task 1 - Review and Finalize Executive Search Process and Schedule

Task 2 - Key Stakeholder Meetings

Task 3 - Candidate Profile and Recruitment Strategy Development

Task 4 - Develop Recruitment Brochure

The first step in this engagement is a thorough review of the City's needs, culture and goals; the executive search process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges that will face a new Incumbent. Activities will include:

- Identifying key priorities for the new Incumbent and the conditions and challenges likely to be encountered in achieving these priorities.
- Describing the type of working relationship the Hiring Authority wishes to establish with the Incumbent.

- Generating lists of specific competencies, experiences, and personal attributes needed by the new Incumbent in light of the discussions above.
- Discussing recruitment and selection strategies for the Hiring Authority' consideration to best produce the intended results.

CPS HR will provide a summary to the City stemming from these activities as an additional source of information for developing the candidate profile and selection criteria.

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the City for review prior to printing. Please refer to **Appendix A** for a sample brochure. Additional brochure examples are available on our website at www.cpshr.us/recruitment-solutions/executive-search.

Phase II – Aggressive, Proactive, and Robust Recruitment

Task 1 – Place Advertisements

Task 2 - Identify and Contact Potential Candidates

Task 3 – Resume Review and Screening Interviews

Task 4 – Hiring Authority Selects Finalists

The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

CPS HR will prepare, submit for your approval, and publish advertisements on professional and affiliate websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy.

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the Incumbent brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

Within the past three years, more than 57% of our executive level placements have been minority and/or female candidates.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database. We also conduct research to target individuals relevant to your specific needs and expectations to ensure that we

are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates.

We will:

- Convey a strong sense of the purpose and strategy of the City. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Provide guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the City or continuing to ensure the public confidence in the integrity of the City.

CPS HR will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include a thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will spend extensive time ascertaining each candidate's long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the Hiring Authority. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee's background. CPS HR will meet with the Hiring Authority to review this report and to assist them in selecting a group of finalists for further evaluation.

Phase III – Selection*

**Phase III would not be included in a Partial Recruitment*

Task 1 - Design Selection Process

Task 2 - Administer Selection Process

Task 3 – Final Preparation for Appointment

Task 4 – Contract Negotiations

CPS HR will design a draft selection process based on information gathered in Phase I. We will meet with the City to review this process and discuss the City's preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each

candidate but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

We will coordinate all aspects of the selection process for the City. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the City with deliberation of the results; and contacting both successful and unsuccessful candidates.

Following the completion of the selection process, CPS HR will be available to complete the following components:

- **Arrange Follow-up Interviews/Final Assessment Process:** Should the City wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- **Conduct In-Depth Reference Checks:** The in-depth reference checks are a comprehensive 360-degree evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made, contingent upon that reference being successfully completed, so as not to jeopardize the candidates' current employment situation.) Candidates are requested to provide a minimum of five references. CPS HR is able to ascertain significant, detailed information from reference sources due to our commitment to each individual of confidentiality, which leads to a willingness to have an open and candid discussion and results in the best appointment for the City. A written (anonymous) summary of the reference checks is provided to the City.
- **Conduct Background Checks:** We will arrange for a background check of a candidate's records on driving, criminal and civil court, credit history, education, published news, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the City for further review.
- **Contract Negotiation (if requested):** Successful negotiations are critically important, and we are available to serve as your representative in this process. With our expertise, we can advise you regarding current approaches to various components of an employment package. We can represent your interests with regards to salary, benefits, employment agreements, housing, relocation, and other aspects, with the ultimate goal of securing your chosen candidate.

Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All search activities up to and including the selection of a new Incumbent can be completed in 12 to 14 weeks. A Partial Recruitment project can be completed in 10 to 12 weeks. The precise schedule will depend on the placement of advertising in the appropriate professional journals, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting	➤															
Draft Brochure		➤														
Brochure Approved/ Printed & Place Ads		➤														
Aggressive Recruiting						➤										
Final Filing Date							➤									
Preliminary Screening								➤								
Present Leading Candidates										➤						
Semi-finalist Interviews											➤					
Reference/ Background Checks												➤				
Final Interviews												➤				
Appointment													➤			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Our Executive Recruitment Team

CPS HR has assembled a strong project team with each member possessing extensive recruiting experience and a direct, in-depth understanding of local government. Mr. David Niemeyer will be your dedicated project manager. He will be assisted (as needed) by Ms. Pam Derby, Ms. Fatima Nukic and Ms. Rachael Danke. Mr. Niemeyer will leverage the knowledge and experience of our entire recruitment team in order to provide you with the best possible recruitment experience. We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. We will not utilize subcontractors for these services.

Role/Project Assignment	Name	Phone	Email
Executive Recruiter	David Niemeyer	(916) 263-1401	dniemeyer@cpsshr.us
Supervising Executive Recruiter	Pamela Derby	(916) 471-3126	pderby@cpsshr.us
Associate Executive Recruiter	Fatima Nukic	(916) 471-3308	fnukic@cpsshr.us
Associate Executive Recruiter	Rachael Danke	(916) 263-1401	rdanke@cpsshr.us

Team Biographies

David J. Niemeyer, Executive Recruiter

David Niemeyer brings 38 years of local government management experience including managing 7 communities in the suburban Chicago area. He brings an extensive practitioner's experience in government services to the CPS HR Executive Recruitment team through his roles as Village Manager, City Manager, Village Administrator, and City Administrator/Assistant to the Mayor all in the state of Illinois. Human resources and senior executive recruitment are areas that he excels in and thoroughly enjoys.

Mr. Niemeyer led recruitments for over 15 department head vacancies as well as numerous other management positions. This included preparing recruitment profiles and brochures, screening candidates and creating a list of top candidates for the elected officials, developing interview questions, managing assessment centers, conducting background checks, and negotiating employment offers. His most recent large recruitment was for the police chief of Tinley Park which included a day long assessment center.

He recently retired as the village manager for the Village of Tinley Park, where he oversaw redevelopment of the downtown and two aging retail centers, as well as establishing a new music brand to promote tourism and development in the community. He also was the village manager of Oak Brook, a well-known retail destination area and home to several corporate headquarters,

where he undertook a major reorganization of the staff that reduced the village's annual operating budget about 10% and established a new management performance evaluation system.

David has a reputation as an ethical, engaged, collaborative leader, who has excellent communication and listening skills. He has a calm, focused disposition and has worked with vocal and diverse elected boards and residents to develop a consensus on controversial issues.

Additionally, he has worked in a variety of different communities in terms of wealth, demographic, political stability, culture and differing goals. A candidate that is successful in one community may not be successful in other, and so it is important that a recruiter understands the importance of candidate fit in an organization. Mr. Niemeyer's experience in diverse communities will help in screening candidates that are a good match for an organization.

Pamela H. Derby, Supervising Executive Recruiter

Since joining CPS HR Consulting in 2003, Pam Derby has conducted a wide range of recruitments for county, city, special district and association executives including city attorney, executive director, general manager, city manager, assistant and deputy city manager, police chief, community and economic development director, human resource director, finance director, city administrator, registrar of voters, library director, and director of information technology in addition to specialized support positions.

Prior to joining CPS HR, Ms. Derby served as the Aide to the Yuba County Board of Supervisors serving as the Board's liaison to County Department Heads, the community, and the media. This experience provided her with a unique perspective into the special circumstances that exist in a Board/Council-Manager relationship and a keen awareness of the inner workings of local government. She is sensitive to balance the wants of the community with the needs of the client so as to tailor a recruitment process that reaches out to the most appropriate candidates and ensures a diverse group of individuals from which to make a selection. She has successfully employed these techniques in jurisdictions ranging from under 10,000 to 10 million. Moreover, she employs a firmly-held personal philosophy that candidates must be treated with the same respect and careful consideration as her client.

Prior to her local government service, Ms. Derby served in the private sector and with several non-profit lobbying associations. She was responsible for the management of several large consumer groups.

Fatima Nukic, Associate Executive Recruiter

Fatima Nukic has over ten years of professional experience in the public sector. She has assistant on a wide range of recruitments for county, city, special district, and association executives including executive director, city attorney, police chief, human resources director, finance director, health and human services director, risk manager, environmental resources director, to name a few. Ms. Nukic is an action-oriented and results-driven leader who thrives on finding new ways to promote recruitments and finding ideal candidates. She brings an extensive background in promoting, sourcing, and social media marketing to her role as an Associate Executive Recruiter at CPS HR Consulting.

Rachael Danke, Associate Executive Recruiter

Rachael Danke has spent her entire career in the non-profit and public sectors. With over five years of experience in Human Resources, Rachael has assisted multiple agencies throughout the nation with their talent attraction and retention needs. Rachael has experience recruiting for roles such as Chief of Police, Director of Public Works, Director of Human Resources, Executive Director, and other executive roles for Counties, Cities, and Special Districts. She is currently finishing her Master's Degree in Human Resources at Pepperdine University and is excited to continue to attract new talent to the public sector using innovative techniques such as Virtual Career Fairs and talent engagement.

References

Provided below is a partial list of clients we have recently worked with in providing similar executive recruitment services. We are confident that these public-sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization's needs.

CLIENT/POSITIONS	CONTACT(S)
City of Bozeman 121 N. Rouse Avenue Bozeman, MT 59715	Cassandra Tozer, Human Resources Director (313) 799-2255 ctozer@bozeman.net
Community Development Director (2022) Finance Director (2022)	
City of Flagstaff 9875 N 85 th Avenue, 2 nd Fl Flagstaff, AZ 85345	Shannon Anderson, Deputy City Manager (928) 213-2084 sanderson@flagstaffaz.gov
Water Services Director (2022)	
City of San Carlos 600 Elm Street San Carlos, CA 94070	Crystal Mui, City Clerk cmui@cityofsancarlos.org
Assistant Community Development Director (2022)	

Professional Fees, Expenses and Guarantee

Professional Services

Our professional fixed fee covers all CPS HR services associated with a **Partial (Phases I and II only) Recruitment or Full Recruitment (Phases I, II, and III)** of the recruitment process selected. The fees indicated include a \$5,000 discount from our typical full recruitment cost of \$25,000 and our typical partial recruitment cost of \$19,000.

Travel expenses for candidates who are invited forward in the interview process are not included under our reimbursable range.

Professional Fixed Fee	
Partial Recruitment Services for Three (3) Recruitments	\$52,000
Full Recruitment Services for Three (3) Recruitments	\$70,000

**Professional fees would be billed and paid monthly.*

One-Year Placement Guarantee

If the employment of the candidate selected and appointed by the City as a result of a **full executive recruitment (Phases I, II, and III)** comes to an end before the completion of the first year of service, CPS HR will provide the City with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The City would be responsible only for reimbursable expenses. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. **CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.**

Optional Outreach Services

CPS HR can perform Outreach Only services for lower-level positions when needed by the City.

Outreach Only Services Tasks

Task 1 - Review and Finalize the Recruitment Process and Schedule

The first step in this engagement is a thorough review of the following with the Hiring Authority:

- Understand the City's needs, culture, and goals.
- Discuss recruitment outreach process efforts to date, so we complement rather than duplicate efforts.
- Develop a schedule aligned with the recruitment process.

This will ensure that the City's needs are met in the most complete manner possible.

Task 2 - Candidate Profile and Recruitment Strategy Development

This task will be accomplished during a discussion involving the relevant City stakeholders and CPS HR. It will result in the identification of the personal and professional attributes required for the position and will include the following activities:

- Development of a recruitment brochure, inclusive of photos that will highlight the unique benefits and favorable conditions that would attract a new incumbent. In this way, we can draw attention to the reasons why your position and region would be a great opportunity for a candidate.
- CPS HR will identify and provide the City with a list of suggested advertising sources which may not have been considered previously to reach the best candidates.

CPS HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates.

Task 3 - Targeted Outreach

CPS HR will prepare an email distribution list containing prospective candidates and referral sources gleaned from our database and new research in targeted regional areas as well as with other public sector organizations. This will include a regional and statewide search. These individuals will receive a link to the recruitment brochure, along with a personal invitation to contact CPS HR should they have any questions about the position.

Based upon CPS HR's research and contact with prospective candidates, including the use of LinkedIn, CPS HR will also make personal phone calls to prospective applicants we identify as the most promising based on the candidate profile and requirements of the position.

Task 4 – Report

CPS HR will prepare a report summarizing all outreach activities. The report will contain a listing of all advertisements placed as well as all active and passive outreach efforts completed inclusive of how many candidates were targeted in each effort.

Timeline

All outreach services can be completed in approximately five weeks (or within the timeframe indicated in the City’s recruitment brochure).

Task Name						
Weeks	1	2	3	4	5	6
Initial Meeting/Candidate Profile	➤					
Aggressive Recruiting						➤
Final Filing Date						➤
Weeks	1	2	3	4	5	6

Professional Fees

CPS HR proposes a flat rate fee for these services in the amount of \$10,000 per position.

Professional Fixed Fees*	
Professional Services Per Outreach Only Services	\$10,000

*Outreach services will be billed upon completion.



We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the City of Santa Fe in this important endeavor.

Appendix A: Sample Brochure

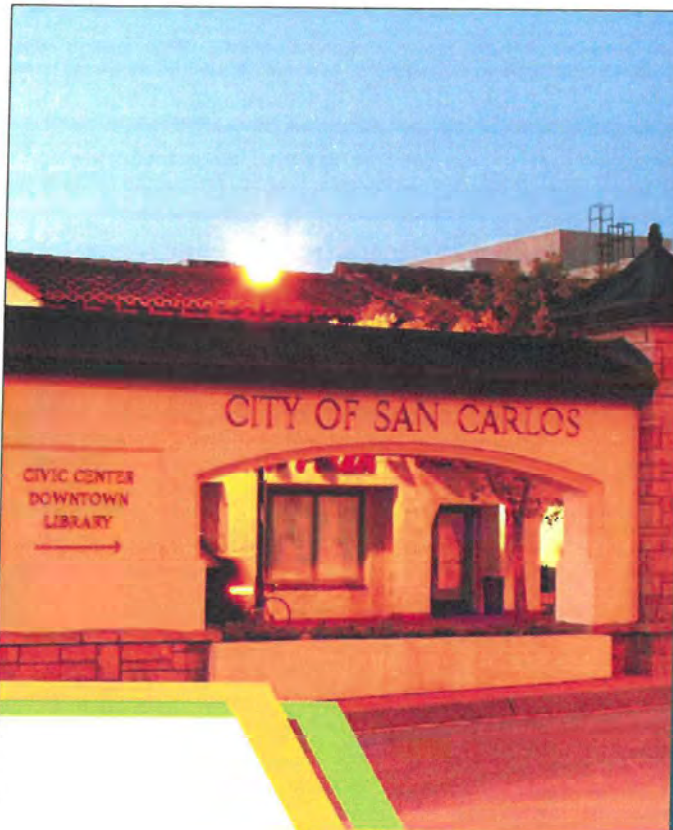


Assistant Community Development Director

UNIQUE OPPORTUNITY

The City of San Carlos is seeking an innovative, collaborative and service-oriented professional to serve as its next Assistant Community Development Director. This is a wonderful opportunity to play a significant role in the leadership of this quaint, progressive California Bay Area community that is attracting significant, high-quality development.





Mission Statement

The City of San Carlos provides high-quality services and facilities to its residents in an equitable, sustainable, transparent, responsive, and friendly manner to foster an inclusive, safe, and healthy community now and in the future.

THE CITY

San Carlos has a population of 29,747 and is ideally situated between San Francisco and San Jose. Known as the City of Good Living, San Carlos offers an ideal climate in a robust and successful region. San Carlos is easily accessed by highways, railways, and airways. San Carlos incorporates all that comes with living in the greater Bay Area while maintaining a small-town feel. San Carlos is a diverse and welcoming community for new members and visitors alike.

San Carlos was incorporated in 1925. It experienced its first growth experience in 1940 when two large electronics firms established themselves in the City. The population quadrupled in the 1950's, and by 1958 the electronics industry comprised a substantial segment of the city's Industrial area.

Today, San Carlos is still a city on the move. Approximately 3.5 million square feet in biotech development projects are being proposed in the city's East Side Innovation District. If economic conditions remain favorable, there will be more commercial, industrial, retail, and residential applications beyond this in the next decade. Currently, there are eighteen commercial, industrial, retail, and residential applications in various stages of review and approval. In addition, the City has undertaken several new long-range planning efforts, which will set the stage for renewed development feasibility and economic investment in the community in both the residential and commercial market platforms. The City also has a downtown with access to the CalTrain station and the potential for new transit-orientated development near the station.

CITY GOVERNANCE

The City is governed by a Mayor and City Council. The City Council has five members, including the Mayor and a Vice Mayor. The citizens elect council members for four-year, overlapping terms. The appointment of the Mayor and the Vice Mayor changes each year and is decided on by a vote of the Council, and the Mayor Pro-Tem is elected by the council members. The City Council has authority to adopt ordinances, resolutions, policies, and regulations and establishes policies for the effective and efficient delivery of municipal services to the City. The Council also adopts the annual budget, appoints the City Manager, and establishes goals, objectives, and performance measures for the city government and City Manager. The City Manager oversees the work of all staff members, consultants, and City departments.

To learn more, go to: www.cityofsancarlos.org.



THE DEPARTMENT

The San Carlos Community Development Department has four divisions: Planning, Building and, Economic Development and Housing. The department has an annual budget of almost \$8.36 million. Under the direction of the Community Development Director, the Community Development department consists of 17 full-time regular employees, 4.2 FTEs equivalent of planning contractors, and 1 FTE Code enforcement contractor in four divisions.

The City and the department pride themselves on being considered leaders in the Bay Area. The City has won a number of planning awards including a 2022 California Chapter Northern APA, Award of Merit in Economic Development & Planning for its East Side Innovation District Vision Plan.



■ THE POSITION

The Assistant Director is a new position in the department and will oversee many of the day of the day activities of the department which will allow the Community Development Director to focus on more of the big picture management of the department. The Assistant Community Development Director should also be expected to oversee the activities and operations of the department in the absence of the Community Development Director. The assistant director will also play a significant role in coordinating and collaborating with other departments.

The Assistant Director will participate in developing department goals, managing and developing the department budget, assessing current processes and workloads, training, and motivating employees, and representing the department with other governments, community groups, or businesses. The Assistant Director will also oversee the development of department brochures, press releases and forms, and connect and respond to community stakeholders.

■ IDEAL CANDIDATE

The next Assistant Director will need to:

- » Lead as a member of a networked team.
- » Facilitate public meetings.
- » Engage in ongoing process improvement review and implementation.
- » Maintain and exhibit discretion, honesty and integrity when managing sensitive situations.
- » Participate in a collaborative and positive manner with internal and external stakeholders.
- » Understand, interpret, and explain codes, regulations, and policies.
- » Provide vision and set operational goals to achieve this vision.
- » Deal constructively with conflict and develop solutions.
- » Learn quickly and think strategically.
- » Generate options and make recommendations.
- » Take responsibility, set priorities and multi-task.
- » Be innovative and willing to take initiative.
- » Communicate clearly and concisely, both orally and in writing.
- » Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.
- » Have high emotional intelligence.
- » Be skilled in planning and understand building and code enforcement.

The ideal candidate will have experience and a proven track record in planning. Candidates who have experience in a jurisdiction of similar makeup and complexities will be favorably considered.

EDUCATION AND EXPERIENCE

A bachelor's degree from an accredited four-year college or university with major coursework in public administration, public policy, planning, urban studies, economics, or a closely related field; and,

Six years of professional planning and community development experience, including a minimum of three years of management and administration experience in a supervisory and leadership role.

Incumbents must pass a thorough background investigation.

■ COMPENSATION AND BENEFITS

The salary range for the position is **\$163,764 to \$199,056** depending on qualifications and experience. Salary is complemented by an attractive benefits package that includes:

Retirement: CalPers. The formula for classic members is 2% at 55 for classic members, and 2% at 62 for new members. The employee contribution is 7%.

Deferred Compensation: The City will provide a contribution to an employee's deferred compensation account in an amount equal to the employee's contribution at a ratio of 1:1 to a maximum of four hundred dollars per month.

Medical Insurance: Employees are offered a variety of insurance options for single and family coverage. Employees who have medical health coverage through another source with benefits comparable to the City plan may waive City coverage. The City will pay an amount equal to the current employee only contribution to the Section 125 plan for each month that the employee continues to receive health insurance through their spouse or another source.

Dental: The City pays the full monthly premium for employee and dependent coverage.

Vision: The City pays the full monthly premium for employee only.

Other Benefits: \$200,000 city paid life insurance. Accidental death and dismemberment and long-term disability insurance; health care reimbursement and dependent care reimbursement accounts; employee assistance program; and tuition reimbursement.

Vacation: 12-25 vacation days per year depending on length of service. Management employees can base accrual rates on prior service in CalPers agencies.

Holidays: 10 holidays per year.

Sick leave: Employees accrue up to 12 days of sick leave per year. May use up to 6 of these 12 days to care for an eligible family member who is ill.

Administrative Leave/Float Time: 80 hours per year of administrative leave and 24 hours per calendar year of float time, prorated at time of hire.

Hybrid work environment: San Carlos offers flexible work opportunities.



APPLICATION AND SELECTION PROCESS

This position is open until filled. To be considered for this exceptional career opportunity, submit your résumé, cover letter, and a list of six work-related references (two supervisors, two direct reports, and two colleagues, who will not be contacted in the early stages of the process) by the first resume review date of **Thursday, August 5, 2022**. Résumé should reflect years and months of employment including beginning/ending dates.

Please go to our website to submit your application: <https://www.cpshr.us/recruitment/2053>

CPS HR  CONSULTING

David Niemeyer
dniemeyer@cpshr.us
CPS HR Consulting
(916) 471-3366
E-mail: resumes@cpshr.us
Website: www.cpshr.us/search

Résumés will be screened in relation to the criteria outlined in this brochure. Candidates deemed to have the most relevant qualifications will be invited to interview with the consultant. The most qualified candidates will be invited to participate in further interviews and selection activities. The City anticipates making an appointment to the position following final interviews and the completion of comprehensive reference and background checks.






CPS HR Proposal Exec Search Services for City of Santa Fe 1 25 23

Final Audit Report

2023-01-25

Created:	2023-01-25
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsH1VdrCKau3TKLb3ow99xBwPDF4X8Ajo

"CPS HR Proposal Exec Search Services for City of Santa Fe 1 25 23" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2023-01-25 - 5:06:28 PM GMT - IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2023-01-25 - 5:07:24 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2023-01-25 - 5:08:13 PM GMT - IP address: 73.228.3.163
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2023-01-25 - 5:08:26 PM GMT - Time Source: server - IP address: 73.228.3.163
-  Agreement completed.
2023-01-25 - 5:08:26 PM GMT



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Adobe
Acrobat Sign

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Cooperative Personnel Services

2 Business name/disregarded entity name, if different from above

CPS HR Consulting

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

CA Joint Powers Authority

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

Exempt payee code (if any) **3**

Exemption from FATCA reporting code (if any) **C**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2450 Del Paso Road, Suite 220

6 City, state, and ZIP code

Sacramento, CA 95834

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

OR

Employer identification number

6	8	-	0	0	6	7	2	0	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶ **01/05/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Proposal for Recruitment Services

Prepared by:

Abby Dietz, CEO

The Hire Firm

Prepared for:

Regina Wheeler, Public Works

Director City of Santa Fe

Friday, January 20, 2023

505-983-7775

41 Bisbee Ct. Unit B4
Santa Fe, NM 87508

THEHIREFIRM.COM



THE HIRE FIRM
EXECUTIVE RECRUITMENT • STAFFING SOLUTIONS

Abby Dietz, CEO
The Hire Firm
41 Bisbee Court Unit B4
Santa Fe, NM 87505

January 20, 2023

Regina Wheeler, Public Works Director
City of Santa Fe
500 Market Station, Suite 200
Santa Fe, NM 87501

Dear Regina,

I am pleased to enclose our proposal for recruitment for Complete Streets Division Director, Director of Transit Administration, and ADA Coordinator. We are excited about the prospect of partnering with the City of Santa Fe and Public Works Department. I am positive that our team has the expertise, resources, strategy, network, and energy to find the talent your organization needs to be successful.

The Hire Firm came to be in 2013 as the result of the merger of three Santa Fe firms focused on staffing and recruiting—Santa Fe Services, Marcia Owen Associates, and Group Powell One, founded in 1987, 1989, and 1991, respectively. Silas Peterson owns the Hire Firm, and our headquarters and principal office is in Santa Fe, NM. Our physical office is at 41 Bisbee Court Unit B4, Santa Fe, NM 87508 and we also have remote employees in Santa Fe and Albuquerque.

Should we be selected, I will be your primary contact, though other members of our team will support the search. I've been with The Hire Firm since December 2011 and have held the title of CEO since January 2022. I have 11 years of recruiting experience and primarily focus on executive search.

The Public Works Department provides a tremendous service to our community, and we would be enthusiastic to partner with you.

This recruitment proposal outlines our company information, process, pricing, and terms of our services. If you have any questions, please contact me directly by email or phone.

Warm Regards,



Abby Dietz

o 505-983-7775

41 Bisbee Ct. Unit B4
Santa Fe, NM 87508

THEHIREFIRM.COM

About

The Hire Firm is a boutique staffing, recruiting, and executive search firm serving Northern New Mexico since 1987. The Hire Firm has successfully created a network of skilled professionals who can help organizations achieve their mission-critical projects and goals. In today's historically tight labor market, finding talented individuals has become more challenging than ever before. That's where The Hire Firm comes in.

Client & Candidate Focus

The Hire Firm is successful because we work hard to understand our clients' businesses, we appreciate the nuances of their organizational cultures, and we employ a rigorous search process to find and attract the employees that drive their success. We also appreciate the experience that our candidates bring, and we strive to match them with fulfilling opportunities. The Hire Firm strives for win-win-win scenarios, and are trusted and appreciated of the people we work with.

Core Capabilities

Services

- Direct Hire
- Executive Search
- Employer of Record
- Temporary Staffing
- Temp-to-hire Staffing

Functional Areas

- Accounting and Finance
- Construction Management
- Human Resources
- Administrative
- Legal
- Management & C-Suite

Our Process

With 36 years to refine our search process, we're experts at finding talented individuals with the skills, knowledge and experience you need. We know where to look, and can find candidates indiscoverable through traditional channels.

Search Navigator

Our detailed search assessment begins with a structured conversation that ensures we know exactly what our target is and where it is on the map. We know which questions to ask about your position to make certain we find and attract just the right candidate.

Testing the Search

Using the details gathered from our Search Navigator conversation, we evaluate the candidate profile in light of the compensation package, candidate availability, and other labor market conditions. Will this search work? Are position expectations realistic? Are the objectives achievable? If not, we'll work with you to recalibrate for success.

Strategizing

We create a list of tactics we'll deploy in our recruiting process. Will we advertise? How and where? What other sources can we use, and which will yield the most favorable results? Where are the best candidates for this job right now? We build a unique strategy to ensure your search will succeed.

Recruiting

We execute the specific tasks necessary to find the perfect candidate for your organization. We'll find talent invisible to traditional recruiting and job advertising. We're able to reach passive candidates through a host of proprietary phone and Internet sourcing techniques, as well as company websites, career networking sites, directories, alumni associations, professional associations, and community ties.

Candidate Contact

We follow our proven process to make sure candidates have the right skills and professional goals to align with your needs. As a professional firm, we can often make initial contact confidentially without revealing details about your company or job opening. When necessary, we can offer complete confidentiality.

Interviewing and Qualifying

Our proprietary interview techniques measure real experience, professional goals and bottom-line contributions. Our recruiters manage the selection process to ensure that candidates match your objectives and make a positive impact on your company culture. We have tools to assess hard and soft skills and fit.

Closing

We manage the process to ensure that good candidates are engaged until your hiring decision is made. Our expert closing techniques increase your odds of securing a commitment from your top prospect.

Why



We are respected within our community and beyond. We have a solid reputation backed by referrals and successful partnerships.



Our recruiters are adept at engaging top prospects and aligning them with fulfilling, long-lasting opportunities.



We are local. Being locally owned and operating in Northern New Mexico for 37 years, we understand the challenges and opportunities that are unique to Santa Fe.



We do the right thing. We are open and transparent and believe we can only be successful when our candidates and clients can make informed decisions.



Culture is important. Hard skills are only part of the equation. We understand the influence every hire has on the satisfaction and effectiveness of your team.



We use a rigorous search process. An array of search tools, strategic interview questions, and in-depth reference checks means your search will be broad and you will only consider vetted candidates.

Who

Selected Client Relationships

Institute Of American Indian Arts
Santa Fe Institute
St. John's College
Site Santa Fe
New Mexico Wineries
Santa Fe Community College
Taos Mountain Energy Foods (Taos Bakes)
Presbyterian Medical Services
Santa Fe Public Schools
Santa Fe Business Incubator
Youth Shelters And Family Services
Conservation Voters New Mexico
La Familia Medical Center
State Investment Council
Española Humane
National Dance Institute
Financial Partners
Coca-Cola Bottling Company
State Employees Credit Union
Thornburg Investment Management
Rothstein Donatelli
Las Campanas Owners Association
Eldorado Water and Sewer Coop
Jacobs

Pricing and Terms

The Hire Firm bears all of the costs related to candidate sourcing, reference checks, background checks, and advertising.

Executive Search Fee

25% of 1st year's total compensation

Discount for multiple placements

1st placement – full price

2nd & 3rd placements – 5% discount on fee

Good Fit Guarantee

90 days. We'll initiate a new search at no additional cost.

Position	Annualized Compensation Range	Fee Range
Complete Streets Division Director	\$80,473 - \$120,711	\$20,118 - \$30,178
Transit Director of Administration	\$72,987.20 - \$109,491.20	\$18,246 - \$27,372
Ada Coordinator	\$49,400 - \$74,106.24	\$12,350 - \$18,526

Marketing Brochures

The Hire Firm will partner with their marketing firm of choice to develop marketing brochures. We are experts in recruiting, but not design. As request, examples of our marketing emails to candidates are included in this proposal.

Development of marketing brochure

\$1600/per brochure

Payment Terms

Net 30 from date of offer acceptance

Guarantee

If the invoice is paid in full by according to the terms, The Hire Firm's professional fee is backed by our 90-day Good Fit Guarantee. If the candidate voluntarily resigns within that period, or the client decides to terminate the employee due to a fault of the candidate, The Hire Firm will initiate a new search at no additional cost.

The Hire Firm Fee calculation	fee	25%
	FY23 budget salary	
Complete Streets Division Director	104,690.56	26,172.64
Transit Director of Administration	104,690.56	26,172.64
ADA Coordinator	65462.592	16,365.65
		68,710.93

MAESTAS, LILLIAN

From: WHEELER, REGINA A.
Sent: Monday, January 23, 2023 10:13 PM
To: SALAZAR, BERNADETTE J.; MAESTAS, LILLIAN; LOVATO, JOANN D.
Cc: OSTER, EMILY K.; LOTERO, ALEXIS C.; ARCHULETTA-MAESTAS, LAYLA S
Subject: FW: recruitment services for 3 PW positions- quotes
Attachments: FW: Recruiting firms on statewide price agreement or cooperative purchasing agreement?; recruiting services for permanent hire ; RE: recruiting services for permanent hire ; The Hire Firm fee for three recruitments.xlsx; CPS HR_Proposal Exec Search Services for City of Santa Fe 12-2022.pdf; The Hire Firm City of Santa Proposal (1).pdf

Hello Everyone,

We got the quote from The Hire Firm and it is significantly higher and the proposal from CPS HR indicates better qualifications and experience with the services we seek. I spoke with Joanne and the due diligence documented below on the third quote meets requirements. I will start a separate email to submit the contract to City Attorney's office for review. Lillian and others will be included on that string too.

Quotes:

The Hire Firm: - 25% of annual salary per candidate- **\$69,710**+NMGRT based on FY23 budget for salaries of three positions. Calculation attached.

CPS HR: **\$52,000**, NMGRT exempt as governmental entity.

Third quote- contacted 6 firms below, no proposals, email of contacts for one company attached- due diligence complete

2021-28 - Temporary Employment and Recruitment Services			
Vendor	Total Points (Without Preference)	Regions 1 - 8	Award Status
22nd Century Technologies, Inc. (22nd Century)	950	ALL	Award
RADgov, Inc.	817	ALL	Award
itsQuest, Inc.	814	ALL	Award
Precision Human Resources Solutions, Inc.	429	ALL	Award
Maxim Healthcare Staffing Services, Inc.	393	ALL	Award
Integrated Control Systems Inc.	78		No Award

From: WHEELER, REGINA A.
Sent: Monday, January 16, 2023 2:11 PM
To: SALAZAR, BERNADETTE J. <bjsalazar@santafenm.gov>; OSTER, EMILY K. <ekoster@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Cc: ARCHULETTA-MAESTAS, LAYLA S. <lsarchulettamaestas@santafenm.gov>; LOTERO, ALEXIS C.

<aclotero@santafenm.gov>

Subject: recruitment services for 3 PW positions

Adding Joann to this email to provide a status of engaging the recruiting services for 3 Public Works positions. To be funded by BAR into HR budget, signed by CM. Joann, Emily's email below provides details and direction.

Services sought: Recruitment with aggressive posting, email and or phone call campaign to industry professionals. First screen of applications and applicant, potential candidates would apply, interview and be selected through city process.

Procurement method: Three quotes for services under \$60K.

Quote and Contract status

1. CPS HR Consulting: Proposal attached. City desires Partial services for \$51K for 3 positions. Forwarded draft PSA for review.
2. The Hire Firm: Attached
3. Third quote: I have contacted all of the firms on the list that Bern sent in the attached email and below. Most are industry specific including Healthcare, Education, ITT and most offer Temp Placements and full Head Hunting. None have responded to emails and phone calls for proposals. Attached are two emails to Radgov asking for proposal. Does that suffice?

Thank you all for thoughts and help with this.

Regina

From: SALAZAR, BERNADETTE J. <bjsalazar@santafenm.gov>

Sent: Saturday, January 14, 2023 10:52 AM

To: OSTER, EMILY K. <ekoster@santafenm.gov>

Cc: LOTERO, ALEXIS C. <aclotero@santafenm.gov>; HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>; BLAIR, JOHN W. <jwblair@santafenm.gov>; ARCHULETTA-MAESTAS, LAYLA S. <lsarchulettamaestas@santafenm.gov>; WHEELER, REGINA A. <rawheeler@santafenm.gov>

Subject: Re: Mid-year BAR funding authorized for recruiter/headhunter contract

Sounds great! Thank you! Regina, can you call me on Tuesday so we can establish next steps?

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From: OSTER, EMILY K. <ekoster@santafenm.gov>

Sent: Friday, January 13, 2023 5:26:30 PM

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Subject: Mid-year BAR funding authorized for recruiter/headhunter contract

Hi Bern,

I am pleased to let you know that the Mayor and the City Manager have authorized the use of up to \$60,000 in FY22 unanticipated GRT revenue to fund a Recruiter/Headhunter contract.

The Recruiter will assist with filling three high-priority positions in Public Works- Complete Streets Division Director, Transit Administrator, and ADA Coordinator.

Regina has started working with Purchasing on the procurement and is in the process of obtaining 3 quotes. HR should be the owner of the contract as it relates to recruiting.

Andy, please assist with the BAR to fund the contract through HR. This will not be part of the mid-year BAR package that includes other items for Public Works and Community Health and Safety, we would like to do this BAR for the recruiter separately.

Please let me know if there are any questions. I hope you all have a safe and happy long weekend!

Emily K. Oster, CPA, CGMA, CPO

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