

**City of Carson City
Agenda Report**

Date Submitted: January 25, 2013

Agenda Date Requested: February 7, 2013

Time Requested: 10 minutes

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For Possible Action: To approve Contract 1112-159 for a Comprehensive Classification and Compensation Study in the amount of \$63,900.00 to Pontifex Consulting Group, LLC., to be funded from the Carson City Managers Professional Services Account Funds as provided in FY 2012/2013. *(Kim Belt)*

Staff Summary: The Comprehensive Classification and Compensation Study objective is to evaluate the internal equity and labor market competitiveness of the compensation and classification plans of Carson City employees.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Contract 1112-159 for a Comprehensive Classification and Compensation Study in the amount of \$63,900.00 to Pontifex Consulting Group, LLC., to be funded from the Carson City Managers Professional Services Account Funds as provided in FY 2012/2013. *(Kim Belt)*

Explanation for Recommended Board Action: Staff is proposing that the Board enter into an agreement for the completion of a Classification and Compensation Study. A Classification and Compensation study develops an equitable, consistent and competitive classification and compensation plan that allows for the attraction and retention of qualified individuals and opportunities for growth and development within an appropriate salary structure framework. The City employs approximately 550 full-time employees and has 236 job classifications. This study will not include fire suppression personnel. During the last round of labor negotiations, staff completed a compensation and benefits study which resulted in the approval of a labor contract through June 30, 2017. The last Classification and Compensation study was completed in approximately 1999. Since that time, the City has reduced staff by not filling vacancies when they occur as well as implementing a lay-off program. This has resulted in most employees receiving a change in their job duties. The proposal also includes updating all job descriptions and reviewing FLSA compliance.

In September, the City issued a Request for Proposals and received responses from nine consulting firms. The proposed costs to complete the study ranged from \$57,500.00 to \$202,334.00. Staff met and offered interviews to four of the nine consultants. The Associations were invited to participate in the interviews. The

interviews were conducted on December 13, 2012. Following four hours of interviews, the committee was able to select the consulting firm it felt would best complete the study. The firm's references: The City of Henderson, Nevada, Southern Nevada Health District, Regional Transportation Commission of Southern Nevada, Town of Crested Butte, Colorado and New River Medical Center were contacted and all stated they were pleased with the services provided by Pontifex. The Committee was especially pleased with Peter Ronza, President, who has worked for Clark County, Nevada and is familiar with the State's retirement benefits. Due to another study that is being conducted in Nevada, Mr. Ronza provided a deduction as he is working on a study in the City's competitive labor market and has some of the information already needed for the City's study.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 (m).


Fiscal Impact: \$63,900.00

Explanation of Impact: If approved the below referenced account will be reduced by up to \$63,900.00.

Funding Source: City Managers Professional Services Account 101-0600-413-03-09 as provided for in FY2012/2013.

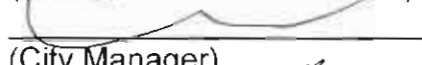
Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By:



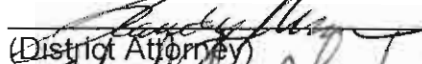
(Human Resources Director)

Date: 1-29-13



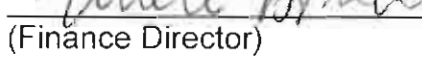
(City Manager)

Date: 1/29/13



(District Attorney)

Date: 1/29/13



(Finance Director)

Date: 1/29/13

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-159

Title: Carson City Comprehensive Classification and Compensation Study

THIS CONTRACT, made and entered into this 7th day of February, 2013, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Pontifex Consulting Group, LLC. hereinafter referred to as the "**CONTRACTOR**".

WHEREAS, the Purchasing and Contracts Manager for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 1112-159 Carson City Comprehensive Classification and Compensation Study** are both necessary and in the best interests of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 **REQUIRED APPROVAL:**

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2 **CONTRACT TERM:**

2.1 This Contract shall be effective from February 7, 2013, subject to Carson City Board of Supervisors' approval (anticipated to be February 7, 2013) to August 30, 2013, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 **CONSIDERATION:**

3.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CITY** agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon time and materials for a not to exceed maximum amount of Sixty Three Thousand Nine Hundred Dollars and No Cents (\$63,900.00).

For P&C Use Only	
CCBL expires	_____
GL expires	<u>waived</u>
AL expires	_____
PL expires	_____
WC expires	_____

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3.2 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

3.3 Payment by **CITY** for the **SERVICES** rendered by **CONTRACTOR** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the latter date.

3.4 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

3.5 The continuation of this Contract beyond June 30, 2013 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors.

4 NOTICE:

4.1 All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by telephonic facsimile, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.1.1 Notice to **CONTRACTOR** shall be addressed to:

Peter Ronza, President
Pontifex Consulting Group, LLC.
1841 113th Avenue NE
Blaine, Minnesota 55449
612-803-3516/FAX No. 651-464-1331
pronza@pontifex-hr.com

4.1.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street Suite 3
Carson City, NV 89701
775-283-7137/ FAX 775-887-2107
KBelt@carson.org

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5 SCOPE OF WORK:

5.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A**, attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

5.2 **CONTRACTOR** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

5.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

5.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONTRACTOR** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONTRACTOR** to **CITY**.

5.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **SERVICES** required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

5.6 Before commencing with the performance of any work under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

5.7 **CITY Responsibilities:**

5.7.1 **CITY** shall make available to **CONTRACTOR** all technical data that is in **CITY'S** possession, reasonably required by **CONTRACTOR** relating to the **SERVICES**.

5.7.2 **CITY** shall provide access to and make all provisions for **CONTRACTOR** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONTRACTOR** to perform the **SERVICES**.

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5.7.3 CITY shall examine all reports, correspondence, and other documents presented by **CONTRACTOR** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONTRACTOR**.

5.7.4 It is expressly understood and agreed that all work done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of work shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the work required under the terms of this Contract until all work has been completed and accepted by **CITY**.

6 TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

7 CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 This Contract may be terminated by either party without cause by giving the other party ten (10) calendar days written notice of the intent to terminate and specifying the date upon which the termination will be effective.

7.2 Cause Termination for Default or Breach:

7.2.1 A default or breach may be declared with or without termination.

7.2.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.2.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.2.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR**

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to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.2.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.2.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.2.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.2.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.3 Time to Correct:

7.3.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

7.4 Winding Up Affairs Upon Termination:

7.4.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

7.4.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

7.4.1.2 **CONTRACTOR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

7.4.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

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7.4.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 22 City Ownership of Proprietary Information**.

8 REMEDIES:

8.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

9 LIMITED LIABILITY:

9.1 **CITY** will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10 FORCE MAJEURE:

10.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11 INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed

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to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

11.2 Except as otherwise provided in Subsection 10.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12 INDEPENDENT CONTRACTOR:

12.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

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12.4 **CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13 **INSURANCE REQUIREMENTS:**

13.1 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing & Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.4 **Insurance Coverage:**

13.4.1 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:

13.4.1.1 Final acceptance by **CITY** of the completion of this Contract; or

13.4.1.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.4.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the

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required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.5 General Requirements:

13.5.1 Certificate Holder: Each liability insurance policy shall list Carson City c/o Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701 as a certificate holder.

13.5.2 Additional Insured: By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.5.3 Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

13.5.4 Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.5.5 Deductibles and Self-Insured Retentions: Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

13.5.6 Policy Cancellation: Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing & Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701.

13.5.7 Approved Insurer: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

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13.5.8 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701:

13.5.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing & Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.5.8.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing & Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 12.5.2.

13.5.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

13.5.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing & Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

14 COMMERCIAL GENERAL LIABILITY INSURANCE:

14.1 Minimum Limits required:

14.1.1 Two Million Dollars (\$2,000,000.00) - General Aggregate

14.1.2 One Million Dollars (\$1,000,000.00) - Each Occurrence

14.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.1 Minimum Limit required:

15.1.1 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

15.2 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

16 PROFESSIONAL LIABILITY INSURANCE:

16.1 Minimum Limit required: One Million Dollars (\$1,000,000.00)

16.2 Retroactive date: Prior to commencement of the performance of this Contract

16.3 Discovery period: Three (3) years after termination date of this Contract.

16.4 A certified copy of this policy may be required.

17 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

17.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

17.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

18 BUSINESS LICENSE:

18.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing & Contracts.

18.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

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19 **COMPLIANCE WITH LEGAL OBLIGATIONS:**

19.1 **CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

20 **WAIVER OF BREACH:**

20.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

21 **SEVERABILITY:**

21.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

22 **ASSIGNMENT/DELEGATION:**

22.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

23 **CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

23.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR**

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-159

Title: Carson City Comprehensive Classification and Compensation Study

(or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

23.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

23.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

24 PUBLIC RECORDS:

24.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

25 CONFIDENTIALITY:

25.1 **CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

26 FEDERAL FUNDING:

26.1 In the event federal funds are used for payment of all or part of this Contract:

26.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This

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provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

26.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

26.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

27 LOBBYING:

27.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

27.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

27.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

27.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

28 GENERAL WARRANTY:

28.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

29 PROPER AUTHORITY:

29.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by Carson City Purchasing & Contracts and only for the period of time specified in this Contract. Any services performed by

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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CONTRACTOR before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

30 ALTERNATIVE DISPUTE RESOLUTION:

29.1 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

31 GOVERNING LAW; JURISDICTION:

31.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

32 ENTIRE CONTRACT AND MODIFICATION:

32.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by Carson City Purchasing and Contracts. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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33 ACKNOWLEDGMENT AND EXECUTION:

33.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CARSON CITY

Finance Director

Attn: Kim Belt

Purchasing and Contracts Manager

201 North Carson Street, Suite 3

Carson City, Nevada 89701

Telephone: 775-283-7137

Fax: 775-887-2107

KBelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve as to its legal form.

By: 
Kim Belt


By: 
Deputy District Attorney

DATED 1/29/13

DATED 1/29/13

I certify that funds are available and that CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts.

BY: Melanie Bruketta, Director
Carson City Human Resources Department
201 N. Carson Street, Suite 4
Carson City, NV 89701
Telephone: 775-887-2103
Fax: 775-887-2067
MBruketta@carson.org

By: 
Melanie Bruketta

DATED 1-30-13

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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Undersigned says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Peter Ronza

TITLE: President

FIRM: Pontifex Consulting Group, LLC.

CARSON CITY BUSINESS LICENSE #: 13-

Address: 1841 113th Avenue NE

City: Blaine **State:** Minnesota **Zip Code:** 55449

Telephone: 612-803-3516/ **Fax #:** 651-464-1331

E-mail Address: pronza@pontifex-hr.com



(Signature of **CONTRACTOR**)

DATED 10.29.13

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 7, 2013, approved the acceptance of **CONTRACT No. 1112-159** Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 7th day of February, 2013.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 7th day of February, 2013.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-159

Title: Carson City Comprehensive Classification and Compensation Study

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:

Carson City Human Resources
 Attn: Melanie Bruketta
 201 N. Carson Street, Suite 4
 Carson City, NV 89701

Use this section if CONTRACT SUM was based on a lump sum.

Line Item #	Description	Value	% Completed	Total \$\$
Total for this invoice				

Original Contract Sum	\$ _____
Less amount previously billed	\$ _____
= contract sum prior to this invoice	\$ _____
Less this invoice	\$ _____
=Dollars remaining on Contract	\$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES



September 21, 2012

Kim Belt
City of Carson City Finance Department
201 North Carson Street, Suite #3
Carson City, NV 89701

Dear Kim:

Please accept the attached proposal in response to your RFP for a comprehensive classification and compensation study for represented and non-represented staff at the City of Carson City. The Pontifex Consulting Group is experienced in conducting studies similar to yours in comparable organizations both as practitioners and consultants. We are confident that we can deliver to you quality service that is second to none.

We have attached a concise proposal that will provide the following information:

- Scope of Services
- Description of Deliverables
- Firm Background
- Staff Resumes
- Project Timeline
- References

In accordance with the RFP, we have also enclosed a copy of a Position Description Questionnaire (PDQ) for your review. The Fee Proposal has been enclosed in a separate envelope per your request.

We very much appreciate the opportunity to submit this information and look forward to assisting you in performing these consulting services. Should you need any additional information or have questions regarding our attached proposal or fee schedule, please call me at 612.803.3516 or email at pronza@pontifex-hr.com. Our fax number is 651.464.1331.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Ronza".

Peter Ronza, CCP, SPHR
President

SCOPE OF SERVICES

The purpose of the comprehensive compensation study is to evaluate the internal equity and labor market competitiveness of the compensation and classification plans of the represented and non-represented employees at the City of Carson City (City). The City employs an estimated 550 employees in 236 classifications.

Given our desire to provide customized service to the City, we believe our proposal is straightforward and identifies the core elements of the study. Our services are flexible so as to take into account your needs and any conclusions or requirements during the project. The Pontifex Consulting Group (Consultant) will perform the following tasks to achieve the City's objectives:

Phase I

- **Project Initiation** – The Consultant will meet with the City to discuss organizational objectives and cultural perspectives to ensure that they are taken into account in the development of programs that will serve your needs today and in the future. We will also meet with executives and managers to discuss issues and concerns.
- **Examination of Current Programs** - The Consultant will review existing job descriptions, organization charts, job evaluation and salary administration methodology, and all other relevant job classification material, as well as conduct meetings with executives and Human Resources staff. These actions will allow us to provide recommendations on how to guide the study to a successful completion.
- **Total Compensation Philosophy** – The Consultant will confirm the City's Total Compensation (compensation and benefits) philosophy and assist in the drafting of an official document, if required.
- **Initial Employee Communication** - The Consultant will conduct employee, supervisor and manager briefing sessions at various times and locations. These meetings will communicate the study's objectives and allow for employee input.
- **On-going Communication** - The first of a series of newsletters will be published after the initial visit to communicate study objectives and relevant information. Newsletters will be published throughout the study to keep all City employees informed. Proper communication is critical to ensure the quality and credibility of the study.



- **Study Committee** – If the City would like to form a committee to manage the classification project, the Consultant will meet with, educate, brief and perform all necessary outreach to ensure that the Committee will be successful in its mission.
- **Project Administration** – The Consultant will work with the City to confirm the schedule of deliverables for the study. We will also clarify involvement of the City's staff to ensure timely completion of tasks, approval of documents and distribution of communication materials.

Phase II

- **Position Information** – Consultant will provide a Position Description Questionnaire (PDQ) that will be distributed to all employees for them and their supervisor to complete with relevant information in regard to their job's duties, responsibilities and requirements. Based on analysis of the PDQs, Consultant will perform selected on site visits and phone conferences with supervisors to gain a complete understanding of operations and the City's jobs.
- **Finalize Job Descriptions** – Consultant will develop new/revised job descriptions, ensuring all requirements regarding essential functions and minimum qualifications are included. Job descriptions will also include requirements for the ADA, EEO standards, and other legally required information in a clearly identified format that is appropriate for each classification. Consultant will also determine the appropriate Fair Labor Standards Act (FLSA) overtime eligibility status of each job using current United States Department of Labor FLSA guidelines.
- **Review Phase** - Employees and supervisors will review and comment on job description drafts. Consultant will revise, as necessary, and communicate with each employee and supervisor who provided input.
- **Outline Job Analysis Methodology and Structure** - The Consultant will then develop a classification structure and methodology that is appropriate for the City's organizational structure and culture. We do not sell a "one-size-fits-all" methodology as a solution to your needs. The structure must also be constructed in a way that will allow the City to maintain and administer the system after the study is completed.



- **Employee Allocations** – The Consultant will provide recommendations based on the classification analysis on where individual employees are to be placed in the job classification structure. There will also be recommendations for career ladders amongst the different job families employed by the City as determined through the PDQ analysis process. The City will review and discuss with the Consultant and appropriate adjustments will be made.

Phase III

- **Confirm Philosophy** – The City’s total compensation (compensation and benefits) philosophy determines how and why employees are compensated as they are. It is critical for the success of the study for the Consultant to completely understand how the City utilizes its resources to attract, retain and motivate its employees.
- **Collect Labor Market Data** - The Consultant will work together with the City to identify the appropriate competitive labor market and comparable organizations from which to obtain compensation and benefits data. The Consultant will design custom market survey(s) as required to collect compensation data from targeted organizations identified by the City as direct competitors/comparators. We have an extensive database of published survey sources to obtain data necessary for the analysis.

Note: We also have information that was recently acquired of similar jobs in the Southern Nevada area. This will lessen the amount of time and expense for the City in this project.

- **Market Data Analysis** - The Consultant will collect and analyze data to ensure accuracy and reliability of data. We will then analyze the current compensation of City employees in relation to the competitive labor market data to determine the City’s positioning, both on an individual and aggregate basis.
- **Salary Structure Design & Implementation** - The Consultant will develop compensation ranges that will be joined to the classification structure to provide internal and external equity for the City’s compensation system. Consultant will also provide financial impact scenarios to assist the City in the implementation of said recommendations.



- **Employee Training and Maintenance** – The Consultant will provide training to key employees and other staff regarding how to maintain the classification and compensation programs. Again, our goal is to provide you a system that requires little outside involvement from a consultant. Included with this training are policies and manuals that will address procedures, adjustment practices and career progression processes.

DESCRIPTION OF DELIVERABLES

The Consultant will prepare a report summarizing the processes used to conduct the study and the findings and recommendations of the study. The City will have an opportunity to review and discuss the report with the Consultant. Based on these discussions, the Consultant will update and finalize the report.

The report will include:

1. A detailed summary of the classification (internal equity) analysis.
2. Results of the comparative compensation (external equity) analysis.
3. FLSA analyses and documentation.
4. All data utilized to produce the analysis.
5. A complete classification system for all City jobs.
6. A base compensation structure(s) for all City jobs.
7. Recommendations on how to transition from the current to the new system.
8. Recommendations on a process to update and keep the system current.
9. Manuals and other communications materials for managers and employees.
10. Training for key City staff on the system's policies and procedures and maintenance practices.
11. Financial impact analysis on the implementation of Consultant's recommendations.

All study documentation, manuals and materials will be provided to the City in electronic formats (Windows compatible files). There is no need or value for the City to expend additional resources to acquire a licensed automated system. Maintenance can easily be performed by City staff utilizing Excel and their existing ERP system.



FIRM BACKGROUND

The Pontifex Consulting Group LLC was formed by human resources professionals who have extensive experience as both practitioners and consultants in compensation, benefits and other human resources disciplines.

We recognize that your employees are your greatest investment and that they are the key element to the success of your organization. That fact alone requires that you employ a consultant who is experienced and accountable. Our goal is to provide a service experience that is second to none. You should experience nothing less.

Our goal is to satisfy our customer's needs with solutions that will work in relation to your culture. **We do not believe in recommending "cookie-cutter" products or automated programs that are revised to adapt to your organization.** There are as many different methods of classifying and compensating employees as there are different varieties of organizations. That kind of service takes time and effort and is the only way we know of to provide you with the quality professional products that get you where you want to be.

We provide personalized services that are reasonably priced. Your project is serviced from beginning to end with service to you, our customer, as our primary objective. Compensation is a very sensitive issue and we treat it as such. For an employer it is their largest investment and for employees it means putting food on the table and a roof over their head. We take our responsibility very seriously.

Our services are reasonably priced due to the fact that we do not have extensive overhead that we are relying on our clients to support. Through the efficient and effective use of technology and our experience, we can give our clients first class service at affordable prices. We expect to deliver the same value as what we would expect if we were in our client's shoes.

The consultants assigned to your project are the people who are committed to your project's success. We do not dazzle you on-site with talent and then come back home to assign your project to a room full of neophyte employees. Our consultants have many years of professional experience in performing services similar to what is being proposed to your organization. If you have a question or issue, your consultant will be able to address it to your satisfaction.

We are a 100% minority and veteran owned business.



FIRM INFORMATION

1) Five (5) key differentiators from our competitors.

- Expertise – The depth of professional experience and skills of staff assigned to this project (as outlined in resume section) is second to none. We have provided services to a wide variety of industries both as consultants and practitioners. We also “give back” to the professional community through publishing, speaking at professional conferences and teaching.
- Custom Solutions – There is no “one solution” for an organization or industry. We take the time to assess your culture, needs, and objectives. There are many different methods by which to compensate employees and the solution for your organization must “fit” your organization to be successful. We will never recommend an “off-the-shelf” product that we have used for all our clients. That is against our professional ethics and would ask that you retain another firm if you desire that kind of deliverable.
- Service – What you see is what you get. The practitioners who will appear on your worksite at the project implementation meetings will be the individuals who service your contract from beginning to end. We do not have a cadre of neophyte analysts who will be given your project once the team has returned from your organization. If you need to contact us, we will be available. If you need changes, they will be discussed and executed. This is not our project, it is your project.
- Honesty – We are being engaged to ensure quality and success. That requires that we engage in a professionally honest relationship. We will present you with options, opinions and recommendations. We are being retained due to our professional experience as your consultants and will engage in such a manner.
- Familiarity – We have performed various projects in Nevada. Pete Ronza our President is familiar with the industry. He grew up in Las Vegas and worked as a compensation practitioner at Clark County and University Medical Center of Southern Nevada. He understands the importance of public sector employment and the need to provide a responsible and equitable wage to those who work on the front line.



2) How can the Client assess the Consultant's performance?

- Consultant's understanding of the City's culture, mission and strategy.
- Consultant's understanding of the City's current issues surrounding the classification and compensation systems.
- Consultant's professionalism in dealing with the City's questions and concerns.
- Consultant's understanding of the City's jobs and how they function.
- How well the recommended classification structure fits the City's compensation philosophy.
- The City's understanding of the new classification structure.
- How well the recommended salary structure, pay practices and benefits programs fit the City's total compensation philosophy.
- How the transition plan meets the needs and considers the culture of the City and its financial capabilities.
- Consultant's ability to provide a system that requires little outside maintenance assistance and can be properly administered by in-house HR staff.



STAFF RESUMES

PETER RONZA, CCP, SPHR – *President*

Mr. Ronza will be responsible for managing the project and providing consulting services. He has over twenty six years of experience in health care, banking, higher education, government and as a consultant for a variety of industries. He also has been called upon as a resource based on his expertise by print and video media (NBC Nightly News, Wall Street Journal, US News & World Report).

Mr. Ronza is an Adjunct Professor in the Human Resources and Industrial Relations Department of the Carlson School of Management at the University of Minnesota. He also serves as an Adjunct Professor at the Organization Learning and Development Department at the University of St. Thomas.

Mr. Ronza is also an expert on regulatory issues such as the Fair Labor Standards Act (FLSA). He has assisted a variety of clients in ensuring that they are in compliance with overtime and equal pay provisions of the act. He advises clients on designing their workforce structures to ensure that they are in compliance with regulations while at the same time achieving organizational objectives.

Mr. Ronza has a Master's degree in Human Resources/Industrial Relations from the University of Minnesota.

Mr. Ronza is a member of:

- WorldatWork (formerly American Compensation Association) and has his Certified Compensation Professional (CCP) certification.
- Society for Human Resources Management and has his Senior Professional Human Resources (SPHR) certification. He also served on the Total Rewards Special Expertise Panel (2005-2008) that provided advice and professional services to the 250,000 members of SHRM. He is currently serving on the Ethics Special Expertise Panel (2010-2013).



ROBERT GREENE, Ph.D. - Senior Consultant

Dr. Greene is a Senior Consultant with our compensation and human resources management consulting practice. He will be responsible for cultural assessment, quality assurance and composition of the final report. He has over thirty five years of human resources consulting experience with a wide variety of organizations.

Dr. Greene is an expert on consulting with organizations on formulating human resources management strategies and designing, implementing, administering and evaluating performance and compensation management programs. He also provides counsel on defining, assessing and reshaping organizational culture and the effective management of cross-cultural workforces.

Dr. Greene has published over 75 articles, white papers and book chapters on HR and compensation management, performance management, organizational culture and change management. He was awarded the first Keystone Award for attaining the highest level of excellence in the field by the American Compensation Association (now WorldatWork). He serves as adjunct faculty at DePaul University and a faculty member for the CPHRC certification program offered in the Czech Republic, Dubai, Abu Dhabi, Kuwait, Lebanon, Egypt and Saudi Arabia.

Mr. Greene has a Ph.D. in Applied Behavioral Science from Northwestern University and an MBA from the University of Chicago.

Dr. Greene is a member of:

- WorldatWork (formerly ACA) and has his Certified Compensation Professional (CCP), Certified Benefits Professional (CBP) and Global Remuneration Professional (GRP) certifications.
- Society for Human Resources Management (SHRM) and has his Senior Professional Human Resources (SPHR) and Global Professional Human Resources (GPHR) certifications. He also serves as a designer and faculty member for SHRM's professional development programs.



DAVID GRAMER, CCP, PHR - *Senior Consultant*

Mr. Gramer will be responsible for providing market analysis and compensation system design services on this project. He has over ten years of compensation experience, four of which were with a regional consulting firm.

Mr. Gramer has a Master's degree in Business Administration from the University of St. Thomas.

Mr. Gramer is a member of:

- WorldatWork (formerly American Compensation Association) and has his Certified Compensation Professional (CCP) certification.
- Society for Human Resources Management and has his Professional Human Resources (PHR) certification.



PROJECT TIMELINE

The Consultant is prepared to commence the study after receiving the City's authorization to proceed and after all deliverables and requirements have been contractually agreed upon. The following schedule assumes a December 1, 2012 start date:

	<u>Week of:</u>
Project initiation meetings	March 4, 2013
Salary survey mailed to comparator organizations	March 11, 2013
Salary surveys returned to Consultant by respondents	March 25, 2013
Questionnaires on job classifications returned to Consultant	March 25, 2013
Consultant review and consultation with supervisors	April 15, 2013
Draft classification descriptions for employees and supervisors to review and comment (5 workdays)	April 29, 2013
Draft structure and allocation for City review	May 13, 2013
Comments returned from City and revisions made	May 27, 2013
Draft compensation structure for City review	June 3, 2013
Comments returned from City and revisions made	June 17, 2013
Draft final report to City for review	June 24, 2013
Final report, policies and materials to City	July 15, 2013



REFERENCES

Regional Transportation Commission of Southern Nevada (RTC)

The Regional Transportation Commission of Southern Nevada is the regional government agency that serves as the transit authority and transportation planning agency for Southern Nevada and metropolitan Las Vegas.

We recently have completed various projects since 2006: development of compensation, classification and benefits programs for non-represented management employees (12 positions), comprehensive classification and compensation study for union-represented staff employees (260 positions), and development of a performance management system for management staff. The studies involved the analysis of all jobs and composition of new classification specifications, as well as labor market analysis and composition of new salary ranges for those new classifications. We have continued to provide market analysis, classification system maintenance and organizational analysis services on an on-call basis

Contact: Jerry Keating, Assistant General Manager, 702.676.1555
keatingj@rtcsonv.com

City of Henderson, Nevada

We are conducting a classification and compensation study for 500 non-represented staff. This includes a combination of analyses based upon custom and published survey sources. This will result in the design of new salary ranges, compensation philosophy and pay practices for the organization.

Contact: Fred Horvath, Director Human Resources, 702.267.1911
Fred.Horvath@cityofhenderson.com

Southern Nevada Health District

We completed a compensation and benefits analysis for 550 represented and non-represented staff. This included a combination of analyses based upon custom and published survey sources. This resulted in the design of new salary ranges, compensation philosophy and pay practices for the organization to include union and non-union jobs.

Contact: Bob Gunnoe, Interim Director Human Resources, 702.759.1101
gunnoe@snhdmail.org



Town of Crested Butte, Colorado

Classification, compensation and benefits systems study for all Town positions. This included a custom survey of comparable public employers across the State of Colorado. We composed new job descriptions and designed a new classification and compensation system.

Contact: Lois Rozman, Director Finance & Human Resources, 970.349.5338
loisr@crestedbutte-co.gov

New River Medical Center

New River Medical Center is a full-service medical facility with 50 beds and an extensive outpatient clinic network with 350 employees.

We conducted a comprehensive compensation system and labor market analysis for all represented and non-represented jobs. This resulted in the design of new salary ranges, compensation philosophy and pay practices for the organization to include union and non-union jobs.

Contact: Marshall Smith, Chief Executive Officer, 763.295.2945
marshall.smith@newrivermedical.com



STUDY FEES

Total cost for the study is proposed at \$63,900. This is an estimate based upon the employee population and services mentioned in your RFP. The following line item schedule summarizes the different study tasks costs:

Project Initiation and On-site Presentations	\$ 10,900
Classification Analysis	\$ 31,500
Compensation & Benefits Analysis	\$ 10,000
Summary Report & Presentations	<u>\$ 9,500</u>
TOTAL COST	\$ 63,900

All travel and out-of-pocket expenses to be incurred by the Consultant are included in the proposal pricing.

The Consultant will invoice the City after the study tasks listed above have been completed and product accepted by the City. Payment is due to Consultant within thirty (30) days of the City receiving invoice for payment.

We have deducted \$4,000 from the cost estimate for data that we are obtaining for another study in the City's competitive labor market.

For work beyond that specified in this proposal, additional fees and out of pocket expenses will be involved. Our hourly rate is \$200 per hour. We would be happy to quote a flat rate that is more equitable to the achievement of the desired tasks and mindful of the financial resources of the City. Consultant is available for discussion if the study requires additional services beyond the scope contained in the proposal.

The Consultant agrees answer questions and provide implementation assistance at no additional cost pertaining to this study for at least twelve (12) months following the date of study completion to ensure that the system/products that we have provided are administered properly.

