

**Carson City
Agenda Report**

Date Submitted: November 21, 2013

Agenda Date Requested: December 5, 2013

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that Contract No. 1314-123 is a contract for professional services and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 1314-123, a request for professional services to be provided by Ralph Andersen & Associates, through December 4, 2014, for an amount not to exceed \$35,000.00 to be funded from the Human Resources Professional Services Account in the General Fund as provided in FY 2013/2014. *(Kim Belt)*

Staff Summary: Contractor will provide Executive Search Services for the position of City Manager. Carson City Board of Supervisors approved the selection of Ralph Andersen & Associates at the November 19, 2013 Board of Supervisors Special Meeting.

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 determine that Contract No. 1314-123 is a contract for professional services and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 1314-123, a request for professional services to be provided by Ralph Andersen & Associates, through December 4, 2014, for an amount not to exceed \$35,000.00 to be funded from the Human Resources Professional Services Account in the General Fund as provided in FY 2013/2014. *(Kim Belt)*

Explanation for Recommended Board Action: Through this contract, Ralph Andersen & Associates will provide Executive Search Services for the position of City Manager for Carson City.

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

(b) Professional services;

are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

(Added to NRS by 1975, 1538; A 1987, 296, 1484; 1991, 337, 349, 648, 1934, 1935; 1997, 132; 1999, 889, 1684; 2001, 1317; 2003, 620, 2262; 2005, 226, 2554)

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (b)

Fiscal Impact: \$35,000.00.

Explanation of Impact: If approved, the Human Resources Professional Services account will be reduced by \$35,000.00. There is currently \$1,027.13 in this account and after augmentation there will be \$35,000.00 for FY 2013/2014.

Funding Source: 101-0705-415-03-09 account in the Human Resources Professional Services account in the General Fund as provided in FY 2013/2014.

Alternatives: Not approve Contract No. 1314-123, and provide alternate direction.

Supporting Material: Contract for Services of Independent Contractor

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: _____

(City Manager)

Date: 11/25/13

(District Attorney)

Date: 11/25/13

(Finance Director)

Date: 11/25/13

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-123

Title: Executive Search for the position of City Manager

THIS CONTRACT is made by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Ralph Andersen & Associates, hereinafter referred to as the "**CONTRACTOR**".

1 CONTRACT TERM:

1.1 This Contract shall be effective from December 5, 2013 to December 4, 2014, unless sooner terminated by either party in accordance with its terms.

2 CONSIDERATION:

2.1 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 a not to exceed maximum amount of Thirty Five Thousand Dollars and No Cents (\$35,000.00) per fiscal year.

2.2 **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**.

2.3 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.

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

2.5 The continuation of this Contract beyond June 30, 2014 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors.

For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

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3 **NOTICE:**

3.1 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.

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

Heather Renschler, President/CEO
Ralph Andersen & Associates
5800 Stanford Ranch Road, Suite 410
Rocklin, California 95765
916-630-4900
Heather@ralphandersen.com

3.1.2 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

4 **SCOPE OF WORK:**

4.1 **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**".

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

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

4.4 **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.

4.5 **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONTRACTOR** to **CITY**.

4.6 **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

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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**.

4.7 Before commencing with the performance of any work under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses. 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.

4.8 CITY Responsibilities:

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

4.8.2 **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**.

4.8.3 **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**.

4.8.4 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**.

5 TIMELINESS OF BILLING SUBMISSION:

5.1 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**.

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6 CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 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.

6.2 Cause Termination for Default or Breach:

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

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

6.2.2.1 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

6.2.2.2 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** 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

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

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

6.2.2.5 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

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

6.3 Time to Correct:

6.3.1 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

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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.

6.4 Winding Up Affairs Upon Termination:

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

6.4.1.1 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;

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

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

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

7 REMEDIES:

7.1 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**.

8 LIMITED LIABILITY:

8.1 **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.

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9 **FORCE MAJEURE:**

9.1 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.

10 **INDEMNIFICATION:**

10.1 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 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.

10.2 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:

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

10.2.2 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.

10.3 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.

10.4 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.

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11 INDEPENDENT CONTRACTOR:

11.1 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.

11.2 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.

11.3 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.

11.4 **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.

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

12 INSURANCE REQUIREMENTS:

12.1 **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.

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

12.3 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.

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12.4 Insurance Coverage:

12.4.1 **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:

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

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

12.4.2 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 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.

12.5 General Requirements:

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

12.5.2 **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.

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

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

12.5.5 **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

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deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by CITY.

12.5.6 **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 and 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 and Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701.

12.5.7 **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.

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

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

12.5.8.2 **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 and Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 12.5.2.

12.5.8.3 **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.

12.5.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and 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.

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13 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

13.1 Minimum Limits required:

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

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

13.2 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).

14 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

14.1 Minimum Limit required:

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

14.2 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.

15 **PROFESSIONAL LIABILITY INSURANCE:**

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

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

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

15.4 A certified copy of this policy may be required.

16 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

16.1 **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.

16.2 **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

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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.

17 BUSINESS LICENSE:

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

17.2 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.

18 COMPLIANCE WITH LEGAL OBLIGATIONS:

18.1 **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.

19 WAIVER OF BREACH:

19.1 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.

20 SEVERABILITY:

20.1 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.

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21 ASSIGNMENT/DELEGATION:

21.1 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**.

22 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

22.1 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** (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.

22.2 **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.

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

23 PUBLIC RECORDS:

23.1 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.

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24 CONFIDENTIALITY:

24.1 **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.

25 FEDERAL FUNDING:

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

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

25.1.2 **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.

25.1.3 **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).

26 LOBBYING:

26.1 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:

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

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

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-123

Title: Executive Search for the position of City Manager

27 GENERAL WARRANTY:

27.1 **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.

28 PROPER AUTHORITY:

28.1 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 and Contracts and only for the period of time specified in this Contract. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

29 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.

30 GOVERNING LAW; JURISDICTION:

30.1 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.

31 ENTIRE CONTRACT AND MODIFICATION:

31.1 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

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1314-123**

Title: Executive Search for the position of City Manager

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

Contract No. 1314-123

Title: Executive Search for the position of City Manager

32 ACKNOWLEDGMENT AND EXECUTION:

32.1 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

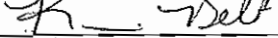
Fax: 775-887-2107

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 11/25/13

DATED 11/25/13

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: Robert L. Crowell, Mayor
Carson City Board of Supervisors
201 N. Carson Street, Suite #2
Carson City, NV 89701
Telephone: 775-887-2100
Fax: 775-887-2286

By: 

DATED 11/26/2013

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-123

Title: Executive Search for the position of City Manager

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

CONTRACTOR

BY: Heather Renschler

TITLE: President/CEO

FIRM: Ralph Andersen & Associates

CARSON CITY BUSINESS LICENSE #: 13-

Address: 5800 Stanford Ranch Road, Suite 410

City: Rocklin **State:** CA **Zip Code:** 95765

Telephone: 916-630-4900

E-mail Address: Heather@ralphandersen.com

(Signature of **CONTRACTOR**)

DATED _____.

STATE of _____)

)ss

County of _____)

Signed and sworn (or affirmed) before me on this ____ day of November, 2013, by Heather Renschler.

(Signature of Notary)

(Notary Stamp)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-123

Title: Executive Search for the position of City Manager

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of December 5, 2013, approved the acceptance of **CONTRACT No. 1314-123** Executive Search Services for the position of City Manager. 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 5th day of December, 2013.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 5th day of December, 2013.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-123

Title: Executive Search for the position of City Manager

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:

Carson City Executive Office
Attn: Janet Busse
201 N. Carson Street, Suite #2
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	\$	_____

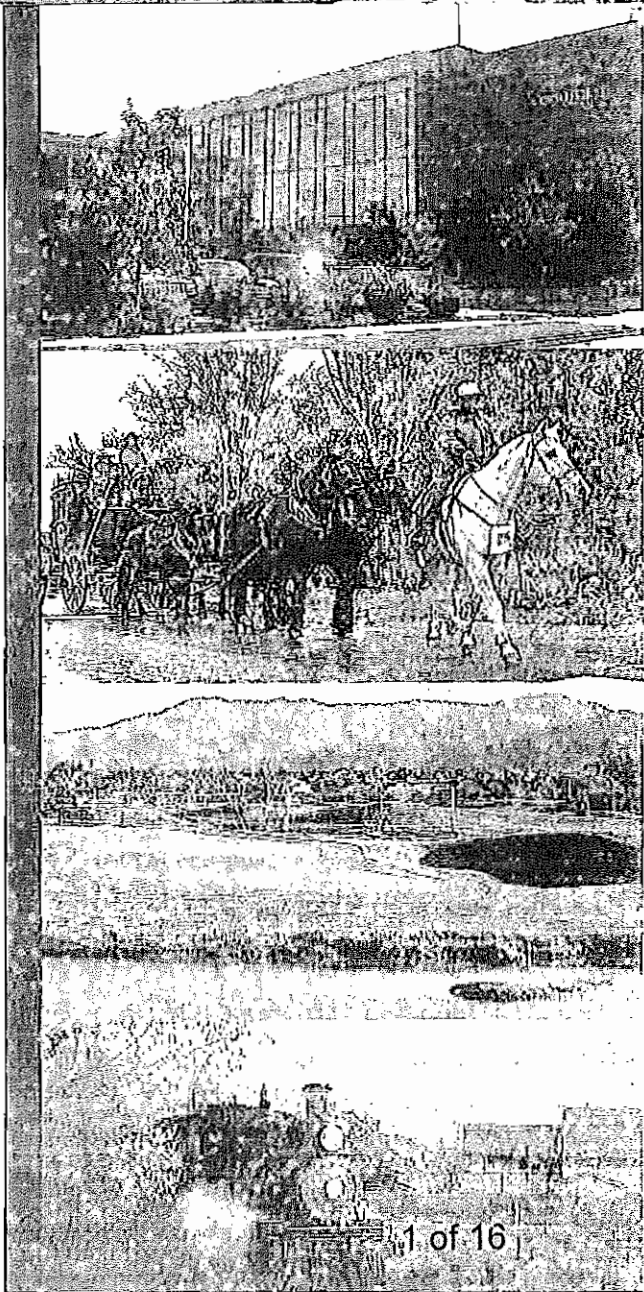
ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

CARSON CITY, NV

Proposal to Provide
Executive Search Services
for the position of
City Manager

Prepared by
Ralph Andersen & Associates
www.ralphandersen.com

Submitted: October 21, 2013





5800 Stanford Ranch Road
Suite 410
Rocklin, California 95765
916.630.4900

October 21, 2013

Mayor Robert Crowell
and Members of the Board of Supervisors
City of Carson City
City Hall
201 N. Carson Street, Suite 2
Carson City, Nevada 89701

Dear Mayor Crowell and Members of the Board of Supervisors:

Ralph Andersen & Associates is pleased to submit our proposal to provide executive search services to the Consolidated Municipality of Carson City for the recruitment of a new City Manager.

The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 41 years. With the reputation of Ralph Andersen & Associates you will have the opportunity to consider candidates on a local level and statewide in Nevada and throughout the Western Region. Candidates from across the United States will be identified, if desired by the Board of Supervisors.

This project will be based out of Incline Village, Nevada. As a part-time Nevada resident, Ms. Renschler often works from this location to better serve clients on the Eastern and Western slopes of the Sierras. Additionally, she is very familiar with the area. Minimum travel (mileage only) will be incurred. A search firm with a local presence also allows for frequent meetings on short notice.

The firm has conducted a number of key local government related searches on a national level including City and County Manager for urban centers, rural areas, and resort communities. A sample recruitment brochure for Washoe County (County Manager – in final stages of recruitment; selection pending) is attached for further reference. Additionally, the firm has also conducted the recruitment for the State of Nevada – Director, Legislative Counsel Bureau (brochure also attached).

If Ralph Andersen & Associates is retained, I will be the Project Director on this search assignment and be the primary contact. *Important to note, with our recent search experience in Nevada, we are very familiar with the Open Meeting/Public Records Law requirements when hiring a public sector executive.*

Thank you very much for your consideration of this proposal. We are excited about this opportunity to serve the City of Carson City.

Respectfully Submitted,

Heather Renschler
President/CEO



5800 Stanford Ranch Road
 Suite 410
 Rocklin, California 95765
 916.630.4900

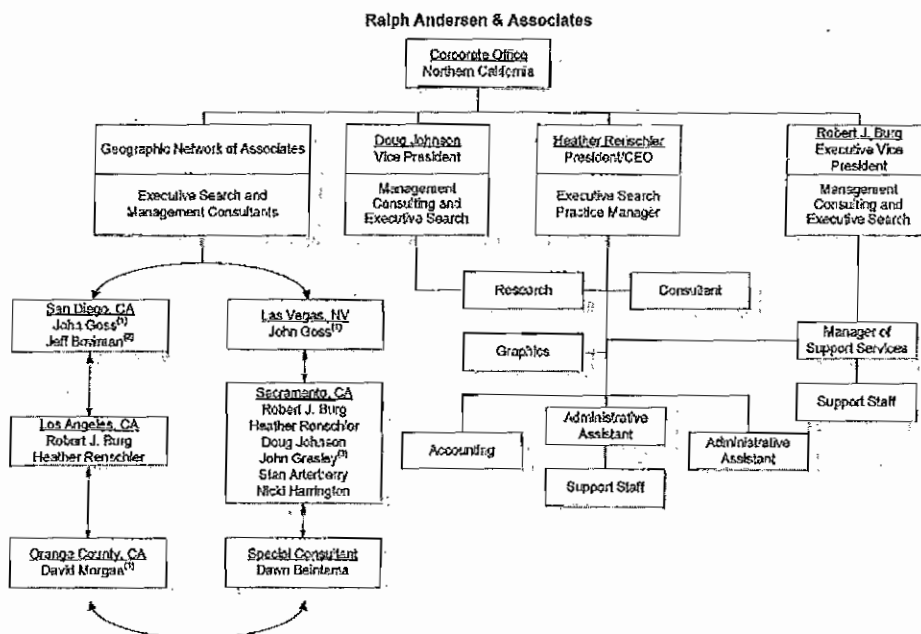
Qualifications and Experience

Organization Background

Ralph Andersen & Associates has been providing practical, responsive executive search and management consulting services to the local public sector and related industries since 1972. With each new assignment, we earn our reputation as the nation's premier local government consulting organization.

Ralph Andersen & Associates is a California Corporation and is not a subsidiary nor does it have any subsidiaries. The firm serves a nationwide clientele through its Corporate Office in the Sacramento Area. The corporate office is located at 5800 Stanford Ranch Road, Suite 410, Rocklin, California 95765.

A multi-disciplined, full-service local government consulting organization, Ralph Andersen & Associates is dedicated to helping our clients improve operating efficiency and organizational effectiveness. Our staff of professionals and support staff include acknowledged leaders in their respective fields. Supplementing their extensive consulting backgrounds, our executive staff have personal, hands-on executive experience in the operation of public agencies and/or private businesses.



⁽¹⁾ Experienced City Manager
⁽²⁾ Former Fire Chief
⁽³⁾ Former Housing Executive

Updated October 2013

Range of Services Offered

Ralph Andersen & Associates specializes in the following primary service areas: management consulting, human resources consulting, public safety, and executive search.

- **Management Consulting** – Ralph Andersen & Associates helps organizations improve their performance potential with a range of management consulting services. The types of services provided by the firm include management and performance audits, organizational analyses, productivity improvement analyses, agency and service consolidation assessment, specialized financial management including debt restructuring and organizational problem solving. In addition to providing these services to entire organizations, the firm often conducts management consulting engagements that are focused in a specific service area such as public safety, city management, finance, public works, community development and other major service areas. Ralph Andersen & Associates treats every management consulting engagement as unique. This approach means we will assemble a consulting team comprised of consultants with the specific talents and experiences needed to successfully achieve the client's objectives. Our team of experienced consultants perform complex analyses and recommend solutions that are practical and most importantly, are capable of being implemented by our clients.
- **Human Resources Consulting** – The firm provides a full range of contemporary human resources consulting including classification studies, compensation studies, benefits analysis, pay plan development, executive pay, and pay for performance. Key staff have proven successful in working with labor groups and elected officials in identifying solutions and solving challenging problems. Services also include expert witness services for mediation and arbitration hearings. Our approach to consulting services is characterized by proven methods, extensive data collection, accurate analysis, and effective communication and messaging.
- **Public Safety** – Working closely with our clients to implement innovative emergency management solutions, Ralph Andersen & Associates helps organizations plan, protect and serve people better than ever before. We bring together practical solutions, plans, and processes that are operationally deployable to help our clients achieve their critical objectives. The firm's consultants have extensive, hands-on experience in planning and disaster preparedness training for private and public institutions including healthcare, public health, human services, and local, state and federal government agencies.
- **Executive Search** – At Ralph Andersen & Associates, there's always an entire team behind every recruitment assignment that we undertake. Our multi-disciplinary approach takes the best ideas in executive recruiting and creates innovative ways to get the right candidates for clients. When you retain Ralph Andersen & Associates, you actually get an entire team's worth of support and expertise working together to achieve your organization's objectives. The firm has conducted executive searches for large and small organizations throughout the nation. In addition to conducting searches for city manager and other chief executive officer positions, Ralph Andersen & Associates has successfully completed searches in every area of municipal service. Ralph Andersen & Associates believes the most important element of a successful executive search is to listen carefully to what our clients are looking for in terms of candidate experience and qualifications. Using these client-focused guidelines, candidate identification is undertaken through marketing and personal outreach.

Statement of Qualifications

The successful search process relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 41 years. With the reputation of Ralph Andersen & Associates you will have the opportunity to consider candidates located throughout the State of Nevada and the Western Region as well as from across the United States.

We are proud of how we market and represent our clients; all of the development, graphics, and printing of our marketing material are done in-house so we can control the quality and production timing. Sample recruitment brochures (**County Manager, Washoe County and Director, Legislative Counsel Bureau**) have been attached for your reference.

To see additional samples of our recruitment brochures please visit the Career Opportunities page of our website at www.ralphandersen.com.

Related Recruitment Experience and Clients

Ralph Anderson & Associates conducts a wide array of searches in the public sector, including key executives in local government – City Manager. Our experience spans populations of all sizes, from the largest in the country to small and mid-size municipalities.

Ralph Andersen & Associates is very familiar with the State of Nevada having conducted the following recent recruitments:

- Clark County, NV
 - › General Manager, Water Reclamation District (2005)
- Las Vegas Valley Water District, NV
 - › Finance Director (2011)
- Legislative Counsel Bureau, State of Nevada
 - › Director (2012) (**Brochure Attached**)
- Washoe County, NV
 - › County Manager (Current Search) (**Brochure Attached**)

A select listing of city and county management searches conducted on a national basis since 2005 by Ralph Andersen & Associates include:

- Alexandria, VA – City Manager (2011)
- Alpine County, CA – County Administrative Officer (2007)
- Anaheim, CA – City Manager (2013)

- Beverly Hills, CA – City Manager (2010)
- Calaveras County, CA – Chief Administrative Officer (2007)
- Ceres, CA – City Manager (2005)
- Chico, CA – City Manager (2007)
- Colma, CA – City Manager (Current Search)
- Corte Madera, CA – Town Manager (2006)
- Davis, CA – City Manager (2011)
- El Campo, TX – City Manager (2010)
- Fairfax County, VA – County Executive (2012)
- Flagstaff, AZ – City Manager (2007)
- Folsom, CA – City Manager (2006)
- Fountain Valley, CA – City Manager (2013)
- Grass Valley, CA – City Administrator (2007)
- Green River, WY – City Administrator (2012)
- Greensboro, NC – City Manager (2012)
- Healdsburg, CA – Assistant City Manager (2006)
- Huntington Beach, CA – Assistant City Manager (Current Search)
- Indio, CA – City Manager (2010)
- Kingsburg, CA – City Manager (Current Search)
- Lathrop, CA – City Manager (2012)
- Los Angeles County, CA – Chief Executive Officer (2007)
- Los Angeles, CA – City Administrative Officer (2008)
- Manhattan Beach, CA – City Manager (2010)
- Maricopa, AZ – City Manager (2007)
- Mendocino County, CA – Chief Executive Officer (2007)
- Mono County, CA – County Administrative Officer (2013)
- Morgan Hill, CA – City Manager (2013)

- Murrieta, CA – City Manager (2007)
- Oakland, CA
 - City Administrator (2011)
 - Interim City Administrator (2011)
- Pacific Grove, CA – City Manager (Background) (2008)
- Petaluma, CA – City Manager (2007)
- Placer County, CA – County Executive Officer (2012)
- Plumas County, CA – County Administrative Officer (2005)
- Port Hueneme, CA – City Manager (2006)
- Portola Valley, CA – Town Manager (2012)
- Rocklin, CA – City Manager (2010)
- Ross, CA – Town Manager (2012)
- Rossmoor (Golden Rain Foundation) – Chief Executive Officer (2007)
- San Bernardino, CA – Interim City Manager (Backgrounds) (2008)
- Santa Barbara County, CA – County Executive Officer (2010)
- Sausalito, CA – City Manager (2007)
- Simi Valley, CA – City Manager (2013)
- South Lake Tahoe, CA – City Manager (Background) (2012)
- Sutter County, CA
 - Assistant County Administrator (2007)
 - County Administrator (2010)
- Tehachapi, CA – City Manager (2008)
- Tiburon, CA – Town Manager (2006)
- Ukiah, CA – City Manager (2007)
- Upper Arlington, OH – City Manager (2011)
- Windsor, CA – Town Manager (2012)
- Yorba Linda, CA – City Manager (2013)

Ability of Consultant's Professional Personnel

Only senior members of Ralph Andersen & Associates are assigned to lead search assignments, ensuring that their broad experience and knowledge of the industry is brought to bear on our clients' behalf. **The Project Director will be Ms. Heather Renschler, President/CEO of Ralph Andersen & Associates.** The firm is prepared to dedicate all of its resources to ensure the successful and timely completion of this recruitment for the position of City Manager. Ms. Renschler will be assisted by Mr. Robert Burg, Executive Vice President.

Ms. Heather Renschler, Project Director

Ms. Renschler has been with Ralph Andersen & Associates for more than 28 years and is the firm's Chief Executive Officer. Ms. Renschler has overseen the recruitment practice of Ralph Andersen & Associates for the last 16 years and, as a result, is often involved with recruitments on a national scale and those of a highly sensitive and critical nature. She is experienced at working with city councils, boards, staff members, and selection committees in the recruitment and selection process. Her network of contacts and potential candidates is extensive not only within the Western Region but also on a national scale.

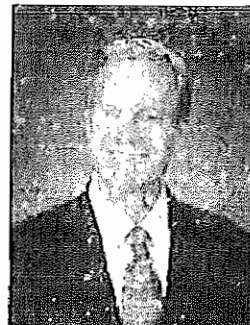


Ms. Renschler was the Project Director on the Washoe County, County Manager search and the Director, Legislative Counsel Bureau. Brochures for both search engagements are attached for further review and consideration.

Prior to joining Ralph Andersen & Associates, Ms. Renschler had private sector experience working with firms in the areas of construction management, health care, and public accounting. Ms. Renschler attended the University of Toledo and majored in Accounting and Journalism. She obtained her Bachelor's degree in Public Administration from the University of San Francisco.

Robert Burg, Executive Vice President

Mr. Burg is the Executive Vice President of Ralph Andersen & Associates and joined the firm to co-lead the national recruitment practice and as a stockholder in the firm. As a senior executive, his area of concentration is on executive search and management consulting. His client base, as a retained consultant and high-level advisor, is focused on all facets of government, non-profit and private enterprise. Mr. Burg has a total of 34 years of experience in the area of government. Mr. Burg has successfully completed some of the most challenging, complex recruitments in the United States. Mr. Burg has extensive leadership and consulting experience in both the public and private sectors. He has held senior administrative positions in organizations ranging in size from less than 100 employees to over 1,000. Mr. Burg has a Bachelor of Arts degree in Economics and a Masters of Business Administration with a specialty in Healthcare both from the University of Miami, Coral Gables, Nevada. He has taught business management courses and lectured at several prestigious organizations.



Project Understanding and Approach

Attracting top talent has never been more complex and Ralph Andersen & Associates is highly qualified to assist Carson City with recruiting its new City Manager. Since 1972 we have conducted more successful executive recruitments than any other firm. From helping you to create a competency-based interviewing framework to assessing candidates and attracting top human capital, our search professionals offer an unparalleled depth of experience, national reach, and industry knowledge.

The City has requested our proposal to assist in the identification and recruitment of a highly qualified group of candidates for the new City Manager. In particular, Carson City is seeking a firm with the national reach and professional experience to clearly assess your organizational needs and formulate a strategy to **deliver results**.

At Ralph Andersen & Associates, we believe that gaining a complete understanding of our client's specific objectives and priorities is essential prior to launching any search assignment. This process includes the identification and incorporation of a variety of important details such as the candidate's desired skills and experience as well as the critical "soft skills" related to temperament, personality, management philosophy, and other factors that will ultimately determine the candidate's "fit" with the organization.

This project will be based out of Incline Village, Nevada. As a part-time Nevada resident, Ms. Renschler often works from this location to better serve clients on the Eastern and Western slopes of the Sierras. Additionally, she is very familiar with the area. Minimum travel (mileage only) will be incurred. A search firm with a local presence also allows for frequent meetings on short notice.

We, therefore, begin each search by working closely with your leadership, stakeholders, staff, and when appropriate, your community to ensure a complete picture of the desired candidate pool is developed. Our team-oriented approach matched with this 360 degree perspective means we ensure that a complete understanding of the organization's mission and culture translates into those specific traits and characteristics necessary to ensure the selected candidate is successful in the position.

We understand that the City expects aggressive, personalized outreach to identify a diverse and highly qualified applicant pool and a selection process that includes comprehensive candidate reports based on thorough reference and background checks. We will begin with fully detailed profiles of the desired candidate's characteristics and build a recruitment strategy that is tailored to meet the City's specific needs. The resulting outreach and advertising campaign will incorporate the extensive use of personal outreach to recruit a diverse and highly qualified group of candidates.

Search Work Plan

This section describes the usual steps in the search for a new City Manager for Carson City.

Task 1 – Review Project Management Approach

The Project Director on this assignment will be Ms. Heather Renschler. The Project Director will meet with the Board of Supervisors, management staff, and others as appropriate to discuss the project management for the search. The discussion will include a review of the work plan, confirmation of timing, and communication methods.

Task 2 – Develop Position Profile and Recruitment Brochure

The position profile for the City Manager is the guide for the entire search process. The development of the profile includes the collection of technical information and recruitment criteria.

Technical Information

The Project Director will conduct a series of meetings. The purpose of these meetings is to gain an understanding of the experience and professional background requirements desired in the new City Manager. These meetings will also help the search consultant gain an understanding of the work environment and the issues facing the City.

Recruitment Criteria

The recruitment criteria are those personal and professional characteristics and experiences desired in the new City Manager. The criteria should reflect the goals and priorities of the City.

Subsequent to the development and adoption of the candidate profiles, the technical information and recruitment criteria will be documented in information or recruitment brochures.

Task 3 – Outreach and Recruiting

This task is among the most important of the entire search. It is the focus of the activities of the search consultant and includes specific outreach and recruiting activities briefly described below.

Outreach

An outreach and advertising campaign will be developed. It will include the placement of ads in appropriate professional publications and Internet sites such as the International City/County Managers Association (ICMA), National Association of Counties (NACo), the Nevada Association of Counties (NACO), the Nevada League of Cities & Municipalities, and other professional organizations. Specific Internet sites related to government will be used, including *Careers In Government*, as a method of extending the specific outreach in a short period of time.

Additionally, the advertisement and the full text of the position profile (the recruitment brochure) will be placed on Ralph Andersen & Associates' home page, which is accessed by a large number of qualified candidates. This method of outreach to potential applicants provides a confidential source that is monitored by many key level executives on an on-going basis.

Candidate Identification

Ralph Andersen & Associates will use their extensive contacts to focus the recruiting effort. In making these contacts, the search consultant will target those individuals who meet the criteria set by the City. Each of the candidates identified through the recruiting efforts will be sent an information brochure. Candidates will also be contacted directly to discuss the position and to solicit their interest in being considered.

Both the outreach and recruiting activities will result in applications and resumes from interested candidates. As they are received, resumes will be acknowledged and candidates will be advised of the general timing of the search process. The following tasks involve the actual selection process, once all resumes have been received.

Task 4 – Candidate Evaluation

This task will be conducted following the application closing date. It includes the following specific activities:

Screening

All of the applications will be carefully reviewed. Those that meet the recruitment criteria and minimum qualifications will be identified and subject to a more detailed evaluation. This evaluation will include consideration of such factors as professional experience, and size and complexity of the candidate's current organization as compared to the candidate profile.

Preliminary Reference Review

The search consultant will conduct preliminary reference reviews for those candidates identified as the most qualified as a result of the screening process. Direct contact will be made with references to learn more about the candidates' experience, past performance, and management style.

Preliminary Interviews via Skype

The Project Director will conduct preliminary interviews with the top group of candidates identified through the screening and preliminary reference review processes. The interviews are extensive and designed to gain additional information about the candidates' experience, management style, and "fit" with the recruitment criteria. Interviews will be conducted using Skype or via telephone. No consultant travel for preliminary in-person interviews has been included in this proposal.

The screening portion of the candidate evaluation process typically reduces a field of applicants to approximately five (5) to eight (8) individuals. Those individuals will be reviewed with the City prior to proceeding with the individual interviews.

Task 5 – Search Report

After completing Task 4, the search consultant will meet with the City to review the search report on the five (5) to eight (8) top candidates. The report divides all of the candidates into three groups including 1) Highly Qualified; 2) Qualified; and 3) No Further Interest. The search report will include resumes for candidates in both the highly qualified and qualified groups. The results of reference reviews and interviews will be provided in writing. From this meeting will come a confirmed group of finalist candidates (typically 6).

Task 6 – Selection

The final selection process will vary depending upon the desires of the City. The typical services provided by Ralph Andersen & Associates in the selection process are described briefly below. ***Important to note, with our recent search experience in Nevada, we are very familiar with the Open Meeting/Public Records Law requirements when hiring a public sector executive.*** The search consultant will coordinate the selection process for the finalist group of candidates. This includes handling the logistical matters with candidates and with the City.

The search consultant will prepare an interview booklet that includes the executive candidate summary, resume, and candidate report (with interview comments, reference checks, and other relevant information) for each candidate. In addition, the booklet will contain suggested questions and areas for discussion based upon the recruitment criteria. Copies of the interview booklet will be provided in advance of the candidate interviews.

The search consultant will attend the interviews to assist the Board of Supervisors through the selection process. This assistance will include an initial orientation, candidate introductions, and facilitation of discussion of candidates after all interviews have been completed.

Address the presentation and interviews of finalist candidates under the laws governing the State of Nevada. Important to note – Our firm recently worked with the Legislative Council Bureau and, as a result, we are very familiar with how this must be handled. We have done this successfully.

Additionally verifications will be made on the top two (2) candidates and will include education verifications, Department of Motor Vehicle check, wants and warrants, civil and criminal litigation search, and credit check. Additionally, Ralph Andersen & Associates will verify any stated certifications that candidates may have to verify they are currently in good standing and review any notations on their licenses in the form of any public complaints against the individual. The results of these verifications will be discussed with the Board of Supervisors at the appropriate time.

The search consultant is available to provide assistance to the City in the final selection as may be desired. This assistance may include providing or obtaining any additional information desired to assist in making the final selection decision.

Task 7 – Negotiation

If desired, the search consultant is available to assist the City in negotiating a compensation package with the selected candidate. This may include recommendations on setting compensation levels.

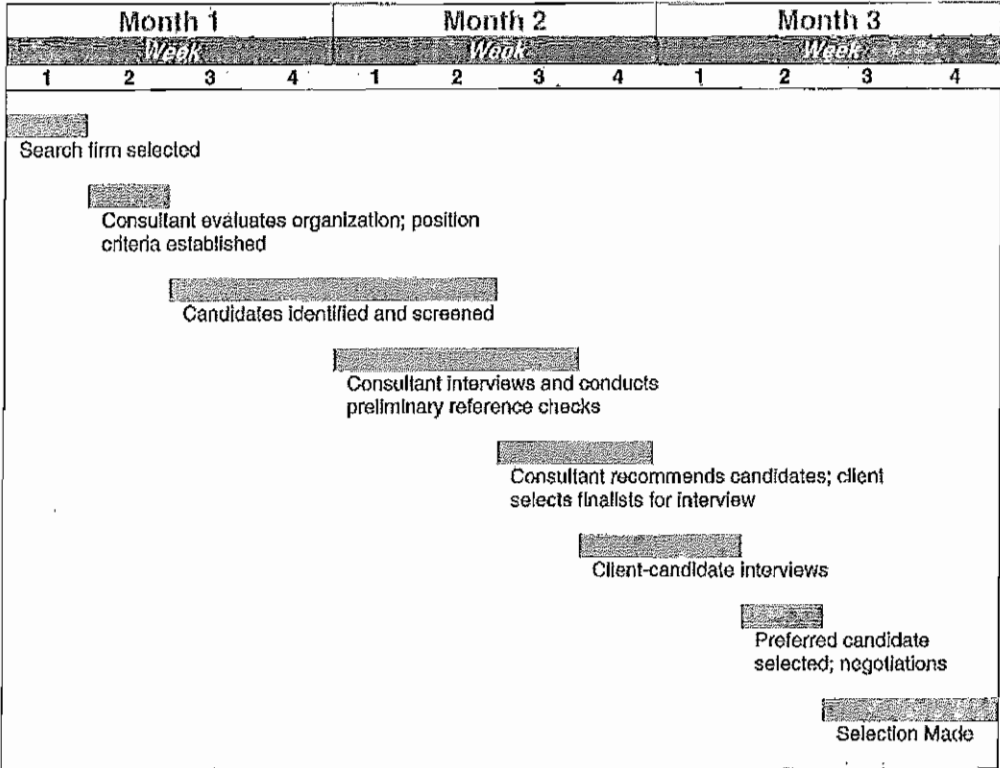
Task 8 – Close Out

After the City has reached agreement with the individual selected for the position, the search consultant will close out the search. These activities will include advising all of the final candidates of the status of the search by telephone.

Project Timeline

Typically, a search will be conducted within a 75 – 90 day period of time from the execution of the agreement between the City and Ralph Andersen & Associates. Following selection, negotiation with the top candidate will take an additional week or two after finalist interviews.

A brief overview of the recruitment schedule is presented below (schedule does not include transition time by Selected Candidate to join the City).



Project Cost

The search effort for a new City Manager will be national in scope with a focus on candidates in Nevada and the Western Region.

The professional services fee to perform the City Manager search will be a fee of \$26,750 inclusive of all professional services and expenses.

Ralph Andersen & Associates will bill the City in four equal installments. Progress payments will be due upon receipt. The first installment will be due upon execution of the contract.

Exclusions: The City will be responsible for all costs associated with candidate travel to and from the finalist on-site interviews and for consultant travel for in-person screening interviews (if desired) for selected finalist candidates.

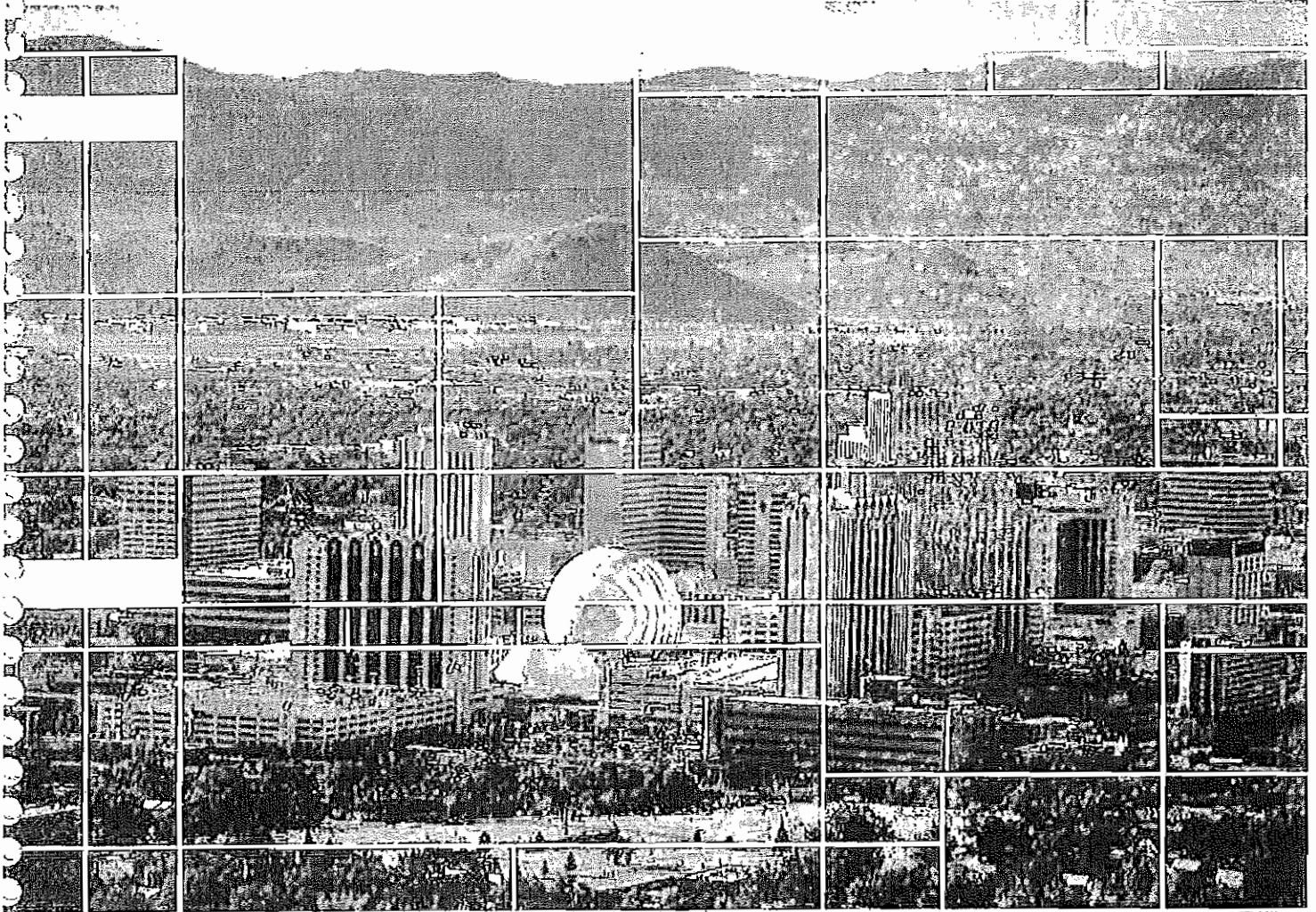
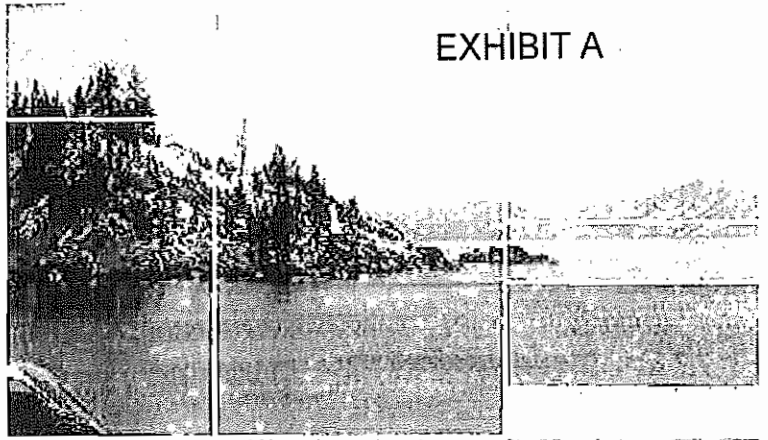
Ralph Andersen & Associates' Guarantee

Ralph Andersen & Associates offers the industry-standard guarantee on our search services. If within a **one-year period** after appointment the City Manager resigns or is dismissed for cause, we will conduct another search free of all charges for professional services. The City would be expected to pay for the reimbursement of all incurred costs.



EXHIBIT A

Washoe County, State of Nevada

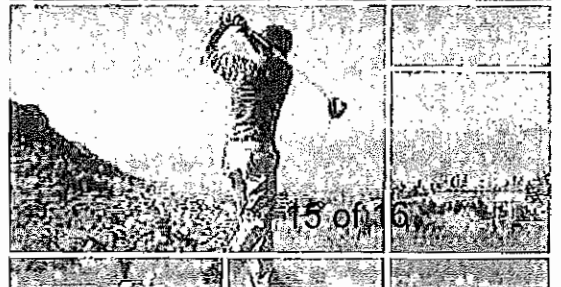
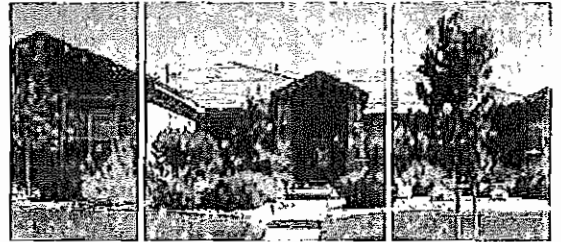


invites your interest in the position of

County Manager

Apply Immediately; Review of Resumes Currently Underway

recruitment services provided by Ralph Andersen & Associates



Recruitment Brochure

Director

*Legislative
Counsel
Bureau*



Apply by Monday, April 16, 2012