

CLARK COUNTY STAFF REPORT

DEPARTMENT: Human Resources / County Manager's Office

DATE: August 15, 2017

REQUESTED ACTION:

Request approval authorizing the Interim County Manager to sign a Professional Services Contract with Strategic Government Resources for services related to the County Manger recruitment process.

Consent Hearing County Manager

BACKGROUND

Clark County (County) released a Request for Proposal (RFP) on Wednesday, June 21, 2017 for executive search services to conduct a national search for the county manager position. Proposals were due on Friday, July 7, 2017. The County received a total of eight (8) proposals.

The Board of County Councilors (BOCC) interviewed two (2) executive search firms on Tuesday, August 1, 2017. Upon completion of the interview, the BOCC authorized County staff to move forward with contract negotiations with Strategic Government Resources.

County staff drafted a Professional Services Contract with Strategic Government Resources and received confirmation of acceptance on Friday, August 11, 2017, pending BOCC approval. The amount of this contract will not exceed twenty-seven thousand dollars (\$27,000).

There is budget capacity through salary savings to cover the expense for this contract.

COUNCIL POLICY IMPLICATIONS

ADMINISTRATIVE POLICY IMPLICATIONS

COMMUNITY OUTREACH

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be

	referred to the county council with a recommendation from the county manager.
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BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	
Company Name	

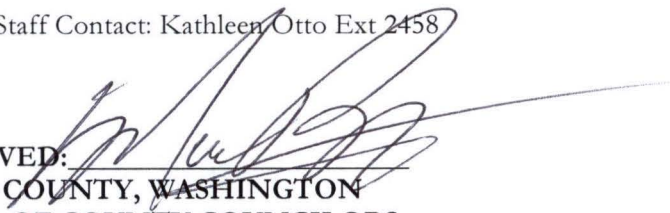
DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Kathleen Otto
Director, Human Resources

Primary Staff Contact: Kathleen Otto Ext 2458



APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: 8-15-17

SR# 169-17

APPROVED: _____
Jim Rumpeltes, Interim County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
		\$27,000	\$27,000				
Total		\$27,000	\$27,000				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	\$27,000	\$27,000				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	\$27,000	\$27,000				

DEPARTMENTAL BUDGET TRANSFER

BATCH # _____

DATE _____

DEPARTMENT/DIVISION _____

BUDGET YEAR _____ 2017

TRAN CD **"JB"**

CONTROL #

FUND	PROG	DEPT	BAS	OBJ	WORK ORDER NUMBER	OBJECT CODE DESCRIPTION	CURRENT BUDGETED AMOUNT	PROPOSED BUDGETED AMOUNT	EXP INC/ REV DEC (DR)	REV INC/ EXP DEC (CR)
0001	000	300	511603	110	000000					27,000
0001	000	300	511603	410	000000			27,000		
TOTAL									27,000	27,000

Explanation: Move vacancy savings one-time for vacant County Manager position to professional services to cover costs of Executive Search.

Prepared By: Lisa Boman
 Approved By: Adna Vats
 Entered By: Jim Ruppel

Journal	JB BGT BOCC Exec Search Aug-17 Budget Adj Budget USD 1001		Conversion		Reverse		
Description	Move vacancy savings one-time for vacant County Manger position t		Currency	USD	Date		
Ledger	Clark County	Category	Budget	Date	01-AUG-2017	Period	
Period	Aug-17	Effective Date	01-AUG-2017	Type	User	Method	Switch Dr/Cr
Balance Type	Budget	Budget	CURRENT	Rate	1	Status	Not Reversed
Clearing Company		Tax	Not Required				
		Control Total					[]

Lines Other Information

Line	Account	Debit (USD)	Credit (USD)	UOM	Qty	Description
1	0001.000.300.511603.110.000000		27,000.00	EA		Journal Import Created
2	0001.000.300.511603.410.000000	27,000.00		EA		Journal Import Created
		27,000.00	27,000.00			

Acct Desc General Fund..Commissioners.Legislative/Adm/Quasi Jud.Salaries.

Line Drilldown... T Accounts...

Professional Services Contract

Contract Purchase No. _____
Executive Search Services – County Manager
Request for Proposal #724

THIS CONTRACT, entered this _____ day of _____ 2017, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Strategic Government Resources, after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive bid process by the County (RFP # 724) and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Time. The contract shall be effective beginning August 15, 2017 and ending upon completion of services or December 31, 2017. Extension of timeline must be mutually agreed to by both parties in writing.
3. Compensation. County shall pay the Contractor for performing said services outlined in Exhibit A, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event shall the amount billed exceed twenty-seven thousand dollars (\$27,000) as stated in Exhibit A without prior approval of the County.
4. Termination. The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one (1) or more breaches shall not be construed as a waiver of any subsequent

breach or breaches.

5. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood, that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

7. Wage and Hour Compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the

payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this Contract, and Exhibit A, scope of work and estimated costs. In the event of a conflict between the Contract document and Exhibit A, the Contract document shall control.

10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, religion, gender, disability, veteran status, sexual orientation, age, disability, marital status, national origin or status protected by law.

11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.

12. Public records act: Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two

business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.

13. Governing Law. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

14. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Contract.

16. Consent and Understanding. This Contract contains a complete and integrated understanding of the contract between the parties and supersedes any understandings, Contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

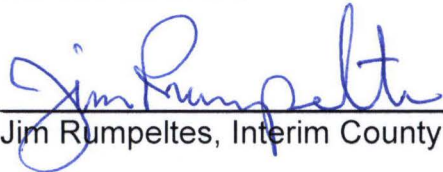
17. Severability. If any provision of this Contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

18. Liability Insurance. Contractor specifically confirms and warrants that it has errors and omissions liability insurance with minimum limits of \$500,000 per occurrence and in the aggregate for each one year policy period. Failure to provide proof of insurance within three (3) business days upon demand by the County is agreed by both parties to be a material breach of this Contract by the Contractor and may result in a termination of this Contract pursuant to paragraph four (4) above

IN WITNESS THEREOF, County and the Contractor have executed this contract on the date first above written.

CLARK COUNTY

Strategic Government Resources



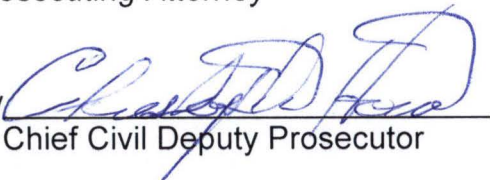
Jim Rumpeltes, Interim County Manager

By _____

Printed Name _____

Title _____

Approved As To Form Only:
ANTHONY F. GOLIK
Prosecuting Attorney

By 
Chief Civil Deputy Prosecutor

Vendor/Contractor:

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

Yes

No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.

IN WITNESS THEREOF, County and the Contractor have executed this contract on the date first above written.

CLARK COUNTY

Strategic Government Resources

Jim Rumpeltes, Interim County Manager

Cindy Hanna
By

Cindy Hanna
Printed Name

Approved As To Form Only:
ANTHONY F. GOLIK
Prosecuting Attorney

managing Director, Finance
Title

By _____
Chief Civil Deputy Prosecutor

Vendor/Contractor:

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