

# CLARK COUNTY STAFF REPORT

DEPARTMENT: Human Resources

DATE: March 3, 2016

**REQUESTED ACTION:** Request council approval of a Professional Services Agreement (PSA) with Waldron to perform a 360 performance evaluation of the Acting County Manager.

Consent  Hearing  County Manager

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## BACKGROUND

The professional services agreement presented with this staff report supports the county's efforts to objectively review the performance of the Acting County Manager, Mark McCauley in his role.

## COUNCIL POLICY IMPLICATIONS

There are no Council policy implications.

## ADMINISTRATIVE POLICY IMPLICATIONS

The process proposed in this staff report is in keeping with current County philosophy regarding acceptable performance evaluation methods for Clark County employees.

## COMMUNITY OUTREACH

This recommendation affects a limited number of County employees and community stakeholders who may be asked to participate in this evaluation of the Acting County Manager.

## BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	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.

## BUDGET DETAILS

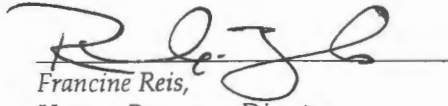
Local Fund Dollar Amount	\$6,750
Grant Fund Dollar Amount	
Account	General Fund
Company Name	Waldron

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**DISTRIBUTION:**

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

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Francine Reis,  
Human Resources Director

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**APPROVED:** \_\_\_\_\_  
**Mark McCauley, Acting 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
<b>Total</b>						

II. A – Describe the type of revenue (grant, fees, etc.)  
There are no revenues associated with this request. We will use fund balance.

### 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
General Fund		\$6,750	\$6,750				
<b>Total</b>		\$6,750	\$6,750				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	\$6,750	\$6,750				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$6,750	\$6,750				

# Professional Services Agreement

Agreement Purchase No. \_\_\_\_\_

THIS AGREEMENT, entered this \_\_\_\_\_ day of March 2016, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Waldron after this called "Contractor."

## WITNESSETH

WHEREAS, the Contractor has been chosen as it possesses the necessary expertise and can provide an independent analysis and professional service for Clark County as 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, appropriate 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. Duration. The agreement shall be effective beginning March 10, 2016 and ending June 30, 2016.
3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice upon completion and billing of the work. While the proposal cost is for fewer interviews, the Contractor has agreed to perform an increased number (16) based on the compensation set out below. The parties mutually agree that in no event shall the billing amount exceed \$6,750.00 without prior approval of the County.
4. Termination. The County may terminate this Agreement immediately upon any breach by Contractor in the duties of Contractor as set forth in Agreement. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent

breach or breaches. Further, County may terminate this Agreement upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

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 does release, indemnify and promise to defend and save harmless the County, its officers, officials, employees and agents from and against any and all liability, loss, damages, expenses, actions and claims, including costs and reasonable attorney's fees incurred by the County, its officials, officers, employees and agents in defense thereof, asserted or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making these assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County; provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

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 agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Agreement 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 Agreement, and Exhibit "A", the scope of work. In the event of a conflict between the Contract and Exhibit "A", the Contract shall control.

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

11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Any and all revisions to this Agreement, including without limitation, such changes in scope and any increase or decrease in the amount of the Contractor's compensation, shall be in the form of written amendments to the Agreement, and shall be mutually agreed upon and signed by both County and the Contractor.

12. Public records act: Notwithstanding the provisions of this Agreement 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 agreement 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. Subject to the provisions of section 12, above, 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 Agreement.

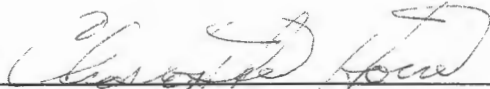
16. Consent and Understanding. This agreement contains a complete and integrated understanding of the Agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

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

IN WITNESS THEREOF, County and the Contractor have executed this Agreement

on the date first above written.

APPROVED AS TO FORM ONLY  
ANTHONY F. GOLIK

BY   
Deputy Civil Prosecutor

CLARK COUNTY

BY \_\_\_\_\_  
Marc Boldt  
Chair, Board of County Councilors

Waldron

BY \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**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.



## Developing an Evaluation and Feedback Process

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Waldron has several years of experience performing Evaluations, working with public sector, private companies, and non-profit organizations' leadership to facilitate development of evaluation models, executive review processes and forward-looking goals aligned with our clients' strategic plans.

We proceed in this work from a philosophical perspective that organizations thrive best when their Elected Officials, executives, staff and external stakeholders operate in the most open, inclusive and transparent environment possible. Our evaluation process is specifically designed both to foster this type of environment and to take advantage of the honesty the environment produces.

### **Description of Waldron's Feedback Process**

Waldron proposes the following process for Clark County:

#### **Develop the County Manager Evaluation and Feedback Structure**

- Consult with Sponsors (County Councilors and the Human Resources Director) to develop the evaluation and feedback process.
- Consult with Sponsors on the involvement of the County Manager.

#### **Develop Supplemental Data Acquisition**

- With Sponsors develop questions to be used with stakeholders.
- Facilitate a final review of interview questions with Sponsors to ensure alignment and gain approval.
- Discuss process and questions with County Manager.

#### **Identify Participants and Consult on Communication**

- Identify the participants who will be interviewed and/or provided survey link.
- Create and obtain approval for messaging to announce and explain the purpose and process for the stakeholder input, including:
  - Introduce the interview, survey and information gathering process.
  - How Waldron will ensure confidentiality.

#### **Logistics**

- Provide an overall timeline for the evaluation and feedback process.
- Report progress.
- Create and distribute survey link.
- Set and perform the interviews.

### Data Analysis

- Waldron Consultant will determine best approach for analyzing and synthesizing comments.  
(Note: All comments are summarized to protect the confidentiality of the participants)

### Plan for Feedback

- Identify how the feedback is to be shared among the Sponsors and what is expected in response to the findings.
- Review how confidentiality will be ensured.

### Reporting

- Results are reported by:
  - Questions.
  - Comment summary report that protects confidentiality of the individual respondents and interviews.

### Executive Feedback and Development Plan

- Work with Sponsors to develop an agenda and dialogue plan for the review session
  - Review and facilitate interpretation of the results.

### County Manager Feedback Timeline

Milestone	Involved Stakeholders	Target Dates
<b>Kick off meeting with County Councilors and Human Resources Director - designated sponsors for this Project</b> <ul style="list-style-type: none"> <li>○ Agree on process and discuss core competencies, questions</li> <li>○ Discuss participants</li> <li>○ Discuss County Manager involvement</li> </ul>	Waldron Consultant Sponsors	TBD
<b>Create interview questions</b> <ul style="list-style-type: none"> <li>○ Identify questions and provide suggestions</li> </ul>	Waldron Consultant Sponsors	TBD
<b>Confirm participants and consult on communication</b> <ul style="list-style-type: none"> <li>○ Confirm participants who will participate in survey, interviews and schedule timing</li> <li>○ Create and get approval for messaging</li> </ul>	Waldron Consultant Sponsors	TBD
<b>Survey link</b> <ul style="list-style-type: none"> <li>○ Senior Leadership Team, External Partners</li> </ul> <b>In person interviews</b> <ul style="list-style-type: none"> <li>○ County Councilors</li> </ul>	Waldron Consultant	TBD
<b>Data Analysis and Reporting</b> <ul style="list-style-type: none"> <li>○ Analyze data</li> <li>○ Determine best reporting structure</li> </ul>	Waldron Consultant	TBD
<b>Feedback and Review</b> <ul style="list-style-type: none"> <li>○ Review session with Sponsors</li> </ul>	Waldron Consultant Sponsors	TBD

### Survey Services, Deliverables, and Cost

Services	Deliverables	Cost
<b>Phase I. Questionnaire Development</b> <ul style="list-style-type: none"> <li>• Draft and finalize questions</li> <li>• Identify number of participants to be interviewed and distribution of survey link</li> <li>• Draft and review cover memos and ensuring confidentiality</li> <li>• Identify report format and adjust as needed to meet organization's needs.</li> </ul>	<ul style="list-style-type: none"> <li>• Agreement with sponsors on goals and objectives for the feedback session</li> <li>• Agreement with sponsors on identifying questions</li> <li>• Key communication vehicles:               <ul style="list-style-type: none"> <li>○ Distribution memo containing intro message and setting up individual interviews, survey link</li> </ul> </li> </ul>	<b>Cost: \$750 set-up and project scope with client</b>
<b>Phase II. Administration</b> <ul style="list-style-type: none"> <li>• Arrange interviews (City Councilors)</li> <li>• Distribution of survey</li> </ul>	<ul style="list-style-type: none"> <li>• Interviews scheduled and completed</li> <li>• Safeguards to protect confidentiality</li> </ul>	<b>Cost: \$250 per interview 5 interviews = \$1,250</b>
<b>Phase III. Analysis and Reporting</b> <ul style="list-style-type: none"> <li>• Analysis of interview and survey data</li> <li>• Reports and feedback</li> </ul>	<ul style="list-style-type: none"> <li>• Review and preparation of data</li> <li>• Detailed report compiled</li> <li>• Feedback session</li> <li>• Other consultation as needed</li> </ul>	<b>Cost: \$2,000 analysis, report writing and presenting data</b>
<b>Total:</b>		<b>\$4,000</b>

- Any associated consultant "out of pocket" expenses, such as travel, parking, printing or other directly related expenses will be reimbursed by the client.