



# MARIPOSA COUNTY

Human Resources/Risk Management • (209) 742-1375



## **RESOLUTION - ACTION REQUESTED 2016-646**

MEETING: December 13, 2016

TO: The Board of Supervisors

FROM: Steve Johnson, Human Resources Director - Risk Manager

RE: Approve a Contract for an Executive Search Firm

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve an Agreement with the Firm of Ralph Andersen and Associates for the Purpose of Conducting a Recruitment for a County Administrative Officer; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Existing County Administrative Officer (CAO) Mary Hodson has announced her retirement after 20 years with the County of Mariposa. Ms. Hodson's last day with the County will be December 31, 2016.

At the Board's request, staff conducted a competitive recruitment for the CAO position but this process did not result in a candidate selection. Subsequently, the Board of Supervisors directed staff to contact prominent executive search firms with recent experience conducting CAO searches to evaluate their interest in conducting a CAO recruitment for the County.

Staff contacted Ralph Andersen and Associates, Cooperative Personnel Services and Avery and Associates. All three firms expressed interest in conducting this recruitment. Of these, the Board selected the firm of Ralph Andersen and Associates ("Ralph Andersen") to conduct the CAO recruitment.

### ***Contract Terms***

Staff has been in touch with Ms. Heather Renschler from Ralph Andersen to finalize both the terms of the professional services contract and the scope of services component, which are now being presented to the Board for review and approval. The terms of the contract include the following important points:

- The estimated completion time for the recruitment is 60-75 days, which includes: meetings with the Board of Supervisors and others involved with the process, outreach and advertising, the initial screening of resumes, a background check on the candidates, the presentation to the Board of a short list of candidates and the eventual selection of the final candidate by the Board.

- The cost of the recruitment quoted by Ralph Andersen will not exceed \$28,000, inclusive of all expenses.
- Ralph Andersen agrees that should the selected candidate be terminated for cause within the first year of employment with the County, Ralph Andersen will conduct the search again at no cost (with the exception of expenses) to the County.

If the Board approves the attached contract, staff will contact Ralph Andersen to initiate the CAO recruitment process.

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board of Supervisors approved the recruitment to fill the upcoming vacant CAO position.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could request that Staff conduct this recruitment or request that another executive search firm be selected.

**FINANCIAL IMPACT:**

**An adjustment will be requested during the mid-year budget review to use County Administrative Officer salary savings to pay for this service.**

**ATTACHMENTS:**

- PSA with Ralph Andersen for CAO Recruitment (PDF)**
- CA10 - Additional exhibit - Ralph Andersen Associates (PDF)**
- CA10 - Additional exhibit - Listing of County Recruitments 2013 to Present (PDF)**

**CAO RECOMMENDATION**

Requested Action Recommended

  
Mary Hodson, CAO 12/7/2016

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**  
**MOVER:** Kevin Cann, District IV Supervisor  
**SECONDER:** Merlin Jones, District II Supervisor  
**AYES:** Smallcombe, Jones, Long, Cann, Carrier

## Professional Services Agreement Executive Search Services

This Agreement is made by and between Mariposa County (“the County”), and Ralph Andersen & Associates (“the Consultant”).

1. **Search Engagement.** The County agrees to engage the Consultant to perform those services described below, for completion of the project described as follows: County Administrative Officer Executive Search Services (“the Search”).
2. **Services.** The Consultant agrees to perform certain services necessary for completion of the Search, which services shall include, without limitation, the following:
  - a) Position Analysis
  - b) Advertising Campaign
  - c) Candidate Identification
  - d) Resume Review and Screening
  - e) Preliminary Interviews
  - f) Detailed Reference Checks
  - g) Recruitment Report
  - h) Client/Finalist Interviews
  - i) Final Interview Assistance
  - j) Follow-up Correspondence

A complete description of the services to be provided is contained in a proposal from the Consultant to the County, dated August 12, 2016, which is incorporated herein by reference and outlined in Exhibit A – Scope of Work.

3. **Relationship.** The Consultant is an independent contractor and is not to be considered an agent or employee of the County.
4. **Compensation.** As full compensation for the Consultant’s professional services performed hereunder, the County shall pay the Consultant the fixed amount of \$28,000 (Twenty-Eight Thousand Dollars) (“fixed fee”). Expenses include such items as advertising, consultant travel (up to 3 trips to the County), clerical, graphics, research, printing and binding, postage

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and delivery, verifications and Internet and Lexis/Nexis searches on the top two (2) candidates, and long-distance telephone charges. The County will be responsible for all Candidate expenses related to onsite interviews. Any consultant travel outside the scope of this Agreement will be billed to the County for actual expenses only.

5. **Compensation for Additional Services.** In the event the County requires services in addition to those described in Paragraph 2, the Consultant shall be compensated at the Consultant's standard hourly rates for professional services plus reimbursement of expenses described above.
6. **Method of Payment.** The County will be invoiced in 4 (four) payments as follows:
  - a) Upon contract execution – \$7,000 (Seven Thousand Dollars)
  - b) After the closing date – \$7,000 (Seven Thousand Dollars)
  - c) After finalist interviews – \$7,000 (Seven Thousand Dollars)
  - d) Upon placement – \$7,000 (Seven Thousand Dollars)
7. **Term.** The term of this agreement shall commence upon execution of this Agreement by both parties, at which time the Consultant shall begin work on the Search and shall continue, subject to the termination provisions of Paragraph 9, until the date that the Consultant completes the Search. The time of completion of the Search is estimated to be 60 to 75 days (sixty to seventy-five days) from project initiation.
8. **Guarantee.** If, during the first year of employment, the new County Administrative Officer resigns or is dismissed for cause by the County, the Consultant agrees to perform another search for a County Administrative Officer for no professional services fee. The Consultant shall be entitled to reimbursement of expenses described above and incurred during such search.
9. **Termination.** This agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional service fees and for expense reimbursement to the date of termination.
10. **Insurance.** The Consultant shall maintain in force during the term of the agreement, Comprehensive General Liability Insurance with the Extended Liability Endorsement, including Personal Injury; Commercial Umbrella Liability; Automobile Liability Insurance, including Non-Owned and Hired Liability; and Workers' Compensation and Employers' Liability Insurance. Such insurance shall be in amounts reasonably satisfactory to the County.
11. **Hold Harmless.** The Consultant shall be responsible for its acts of negligence, and the County shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the County harmless from any and all claims, demands, actions and causes of action to the extent caused by the negligent acts of the Consultant, its officers, agents and

employees, by reason of the performance of this agreement. This indemnity shall not be construed to require indemnification of others.

**12. Miscellaneous.**

- a) The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b) Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the County.
- c) This agreement shall be modified only by a written agreement duly executed by the County and the Consultant.
- d) Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e) This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f) All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

**APPROVED:**

**RALPH ANDERSEN & ASSOCIATES**

By: Heather Renschler

Name Printed: Heather Renschler

Title: President/CEO

Date: November 28, 2016

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Rocklin, California 95765  
(916) 630-4900  
FAX: (916) 630-4911  
Website: [www.ralphandersen.com](http://www.ralphandersen.com)

**APPROVED AS TO FORM:**

Steven W. Dahlem  
**STEVEN W. DAHLEM  
COUNTY COUNSEL**

**MARIPOSA COUNTY**

By: John Carrier

Name Printed: John Carrier

Title: Board Chair

Date: 12-13-16

5100 Bullion Street  
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# Exhibit A

## Scope of Work

This section describes the usual steps in the search for the new County Administrative Officer for Mariposa County. **Ms. Heather Renschler will be the Project Director on this search.** On the candidate outreach phase, Ms. Renschler will be assisted by two other members of the firm: Mr. Greg Nelson and Ms. Gary Peterson, both Senior Consultants.

### **Task 1 – Review Project Management Approach**

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

### **Task 2 – Develop Position Profile**

The position profile for the County Administrative Officer 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 meet with the Board of Supervisors and others as appropriate to gain an understanding of the experience and professional background requirements desired in the County Administrative Officer. The collection of this information has been expanded to allow for up to two days of meetings with Department Directors and other key staff.

#### **Recruitment Criteria**

The recruitment criteria are those personal and professional characteristics and experiences desired in the County Administrative Officer. The criteria should reflect the goals and priorities of Mariposa County.

Subsequent to the development and adoption of the candidate profile, the technical information and recruitment criteria will be documented in an information brochure prepared by the Project Director working with County staff. The brochure will be reviewed by the County in draft format, revised as appropriate, and published for use throughout the search.

### **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 Team and includes specific outreach and recruiting activities briefly described below.

#### **Outreach**

***An aggressive outreach process including personal contact with potential candidates will be developed.*** An advertising campaign will also be developed and tailored for this

position. Specific Internet sites related to government will also be used 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' website, 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 ongoing basis.

### **Candidate Identification**

Ralph Andersen & Associates will use their extensive contacts to focus the recruiting efforts. In making these contacts, the Search Team will target those individuals who meet the criteria set by the County. 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 Research and Internet Review**

The research staff of Ralph Andersen & Associates, under the direction of the Project Director, will conduct preliminary research and internet review for those candidates identified as the most qualified as a result of the screening process. This level of research will be done on a limited number of candidates to learn more about each candidate's public profile and related information that is available on the internet.

### **Preliminary Interviews**

The Search Team, under the direction of Ms. Renschler, will conduct preliminary interviews with the top group of candidates identified through the screening and preliminary research 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 eight (8) to ten (10) individuals. Those individuals will be reviewed with the County prior to proceeding with the individual interviews.

### **Task 5 – Search Report**

After completing Task 4, the Search Team will meet with the Board of Supervisors and/or Designated County Representative to review the search report on the top candidates. The report divides all of the candidates into four groups including 1) the top group of candidates that are recommended to be interviewed in-person by the County; 2) a backup group to the first group; 3) no further consideration group; and 4) lacks minimum qualifications. The search report will include candidate resumes. The results of preliminary research and interviews will be reviewed with the County.

The results of the Search Report will be a confirmed group of finalist candidates (typically 4 to 6) that the County will interview in-person.

### **Task 6 – Selection/Negotiation**

The final selection process for each position will vary depending upon the desires of the County. Typical services provided by Ralph Andersen & Associates in the selection process are described briefly below:

- The Search Team will coordinate the selection process for the finalist group of candidates. This includes handling the logistical matters with candidates and with the County.
- Ralph Andersen & Associates will prepare an interview booklet that includes the resumes and candidate report (with interview comments, preliminary research, and other relevant information about the candidates). 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.
- Ms. Renschler will attend the interviews to assist the County 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.
- 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. The results of these verifications will be discussed with the County at the appropriate time.
- Reference checks will be conducted on the top two (2) candidates. For each top candidate, former co-workers and supervisors will be identified and contacted. The



results of these reference checks will be discussed with the County at the appropriate time.

- As needed, Ms. Renschler is available to provide assistance to the County in the final selection. This assistance may include providing or obtaining any additional information desired to assist in making the final selection decision.

### **Task 7 – Negotiation**

Ms. Renschler is available to assist the County in negotiating a compensation package with the selected candidate. This may include recommendations on setting compensation levels.

### **Task 8 – Close Out**

After the County has reached agreement with the individual selected for the position, the Search Team will close out the search and notify all candidates. These activities will include advising all of the finalist candidates of the status of the search by telephone.