MEMORANDUM

TO: Board of Trustees

FROM: Steven J. Pinkerton
General Manager

SUBJECT: Review, discuss and possibly direct the General Manager to proceed with the identification, review and selection of a Legislative Advocate for the 2019 Nevada Legislative Session utilizing the proposed Request for Information and Request for Proposal, and authorize staff to proceed as necessary to be completed by December 2018

DATE: August 15, 2018

I. RECOMMENDATIONS

1. Staff requests the Board authorize the General Manager to proceed with a process of identification selection of a Legislative Advocate for the 2019 Nevada Legislative Session (a 120-day session beginning February 4, 2019 and projected to end sometime in June 2019).

2. Staff recommends the Board direct the use of a sequence of Request for Information, Request for Proposal, and following an interview process, returning to the Board for authorization to execute a service contract with a Legislative Advocate for the current fiscal year.

II. BACKGROUND

Historically, the District has had an ongoing relationship with a Legislative Advocate to represent the District in connection with general state and local government affairs issues including representing the District at the Nevada State Legislature.

The last contract was executed in 2012 and expired in 2013 (attached). Since that time, District Staff and Legal Counsel have handled these matters. In addition, the District works closely with the Nevada League of Cities regarding areas of mutual interest during legislative sessions.

While the current structure has not negatively impacted the District in its work with the legislature and its agencies, staff and legal counsel believe that the District
would be well served to have a professional Legislative Advocate to represent us at the State level, just as we have at the Federal Level.

We anticipate more GID specific legislation in the upcoming session and want to make sure our interests are communicated to the Legislature.

III. FINANCIAL IMPACT AND BUDGET

The District’s 2018-2019 Operating Budget includes a total of $xx,xxx for professional services anticipated to be performed under some form of retainer arrangement.

As this matter is primarily a decision for professional services based on the ability to serve, costs will be reviewed in the later phases but will not be a part of the Request for Information.

IV. ALTERNATIVES

The District could choose to not appoint a Legislative Advocate at this time.

V. COMMENTS

District staff has assembled a listing firm that will be mailed the notice of the Request for Information. By being inviting, through this form of contact, we hope for a wider level of interest. It is intended to broaden the audience, not imply we are limited to only those firms that are known to us. The District will welcome any and all responses to the Request for Information.

Attachments
Proposed Request for Information – exact dates and deadline to be determined
Proposed Request for Proposal - exact dates and deadline to be determined
Previous Contract for Services
Newspaper Ad published September XX, 2018 and Mailed to Identified Firms

Incline Village General Improvement District (District) is seeking, as Phase One to a multi-phased process, expression of interest by Legislative Advocate for representation of aforementioned District during the 2019 Session of the Nevada Legislature. Phase One is the completion of a short questionnaire, which is available by sending an e-mail to sah@ivgid.org, prior to September XX, 2018, with return to the District no later than XX, XX, 2018 to the same e-mail address. Following this date, questionnaires will be reviewed and each firm will be notified, via e-mail, and provided a more lengthy and detailed questionnaire (Phase Two). After receipt of the Phase Two questionnaire and prior to completion thereof, each Legislative Advocacy candidate selected for further consideration will select an available date for interview (provided at the same time as the Phase Two questionnaire is provided) by the District at its location in Incline Village, Nevada. All costs associated with this interview will be borne by the Legislative Advocate candidate. Following completion of Phase Two, the District will make a report to its Board of Trustees at a regularly scheduled meeting, most likely sometime in November 2018, and each Legislative Advocate candidate interviewed shall be noticed of said meeting. At this time, it is anticipated that the District’s Board of Trustees will make a determination of whether or not to accept a staff recommendation with regard to the selection of Legislative Advocate and proceed immediately to negotiation of a service agreement or pursue another round of interviews or an extended selection process. Only those Legislative Advocate candidates who have completed both Phase One and Phase Two will be on the list to continue into Phase Three if necessary; the Request for Proposal is Phase Three of the process. The District reserves the right to reject any and all questionnaire(s) and to stop the process at any point.

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Phase One Questionnaire, due by September XX, 2018, via e-mail to sah@ivgid.org

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Please answer each of the following questions and should you require additional explanation to any of the answers provided above, please attach additional sheets as needed.

1. Have you represented a Nevada General Improvement District (GID) in matters before the Nevada Legislature and other Agencies of the State? If yes, how many years of experience do you have representing GID?

2. Do you currently represent a GID?
3. What other relevant experience do you have representing public agencies before the Nevada Legislature and other Agencies of the State?

**Phases of the Process**

Phase One ............ Expression of interest by Legislative Advocate and the completion of a short questionnaire, which is available by sending an e-mail to sah@ivgid.org, no later than September XX, 2018, with return, to the District, no later than XX XX, 2018. The District will review the submitted questionnaires and may decide to continue with all those that submitted or may decide to eliminate some or all of those submitted.

Phase Two ............ Completion of a more lengthy and detailed questionnaire accompanied by setting and keeping an interview appointment with the District at its location in Incline Village, Nevada. All costs associated with this interview will be borne by the candidate. The District will review the submitted questionnaires and may decide to continue with all those that submitted or may decide to eliminate some or all of those submitted.

10/2018 ............... Review by the Board of Trustees of the process and results to date with guidance issued.

Phase Three ........ If direction provided by the Board of Trustees, only those candidates who have completed both Phase One and Phase Two will be on the continuation list.

The District reserves the right to reject any and all questionnaire(s) and to stop the process at any point.
REQUEST FOR PROPOSALS

LEGISLATIVE ADVOCACY SERVICES FOR
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Released – XX XX, 2018

1. Introduction

The Incline Village General Improvement District (District) is seeking proposals from qualified firms for legislative advocacy services for the Incline Village General Improvement District. The contract would be awarded for the 2019 session of the Nevada State Legislature. The primary contact for the Service Provider would be the District General Manager or his designee.

2. Scope of Work

The selected Service Provider will:

- Provide advice and consulting services with respect to matters concerning the District in connection with general state and local government affairs issues including representing the District at the Nevada State Legislature.
- Services would include, but are limited to, preparing documents, meeting with legislators, monitoring legislative committees for impacts to District, providing updates of legislative activities, meeting with District officials and Board of Trustees as requested.

3. Proposal Content and Requirements

To be considered for providing these services, your Proposal Contents must be clearly marked and shall include the following:

A typical proposal submittal should follow the format provided below:

- Transmittal Letter (no more than 2 pages): Include any information you believe should be highlighted from your proposal or any key considerations for the selection committee to consider that are not covered in the proposal requirements.
- Firm Experience (no more than 2 pages): Provide a general overview of your firm’s experience at providing Legislative Advocacy services for special districts or other forms of government.
• Firm Capacities (no more than 2 pages): Describe your Firm’s capacities, including titles, office location and contact information. Include the key individuals and support staff that will actually be responsible for conducting the legislative advocacy and for administrative management of the agreement.

• References (no more than 2 pages): Provide at least three (3) references for the key individuals on the Legislative Advocacy team. This section should provide a short description of the firm or staff members’ role, and a specific contact person with phone number.

• An estimate of hours to complete the services as described in this Request for Proposals. The estimate should be an itemized staffing breakdown in spreadsheet form, indicating personnel classification, hours for each team member for each work task.

• Appendix materials may be provided, but is not required other than specifically identified, in addition to the ten-page proposal limit. Appendix material submitted should be limited to resumes of proposed key staff relevant to the scope of work.

4. Proposed Compensation

Proposer shall provide a Schedule of Services and related fees charged to the District by task and as an option by the hour for services that occur only upon request or occasion. The proposal shall identify the methods for charging indirect or other costs and expenses including travel and any other direct expenses.

5. Desired Schedule

**RFP Phase**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Begin RFP Process</td>
<td>August XX, 2018</td>
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<tr>
<td>RFP Submittals Due</td>
<td>September XX, 2018</td>
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<tr>
<td>Preliminary Review completed</td>
<td>September XX, 2018</td>
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<tr>
<td>Report to Board of Trustees</td>
<td>October 24, 2018</td>
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<tr>
<td>Interviews completed</td>
<td>October 05, 2018</td>
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<tr>
<td>Board Recommendation</td>
<td>November 14, 2018</td>
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<tr>
<td>Implement of services</td>
<td>November 15, 2018</td>
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<tr>
<td>Complete transition of services</td>
<td>90 days or less after implementation begins</td>
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6. Evaluation Criteria

Under Nevada Revised Statutes, Professional Services are exempt from bidding procedures as a Professional Service. The District intends to select a Service Provider that demonstrates any ability to best serve the needs of the District.

The Senior Team, through the General Manager, will recommend an action to the Board of Trustees who will make the final determination.

7. Submittals

Interested parties shall submit five (5) copies of their Proposal to the District by no later than 5 p.m., September XX, 2018. The Proposal shall be presented in a sealed envelope labeled “Legislative Advocacy Services Agreement” and addressed as follows:

Incline Village General Improvement District  
Attention: Susan Herron, District Clerk  
893 Southwood Blvd.  
Incline Village, NV 89451  
(775) 832-1207

Proposals shall not exceed ten (10) pages in length (plus a project schedule, manpower loading matrix, and appendix material) using a minimum 11-point font size type. Resumes should be included as attachments and will not be counted within the 10-page proposal limit.
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 10th day of August, 2012 by and between the Incline Village General Improvement District (hereinafter referred to as "the District") and Walker & Associates (hereinafter referred to as "the CONSULTANT").

WITNESSETH:

WHEREAS, CONSULTANT is a Certified Public Accountant and Nevada State Lobbyist licensed and registered, respectively, to practice in the State of Nevada; and,

WHEREAS, the District desires to have the CONSULTANT provide specified services during the term of this Agreement; and,

WHEREAS, the District and the CONSULTANT desire to provide a full statement of their respective rights, obligations and duties in connection with the performance of CONSULTANT's duties hereunder;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties do mutually agree as follows:

SECTION I: CONSULTANT SERVICES

1. The CONSULTANT will provide advice and consulting services with respect to matters concerning the District in connection with general state and local government affairs issues including representing the District at the Nevada State Legislature. These services will include, but are not limited to, preparing documents, meeting with legislators, monitoring legislative committees for impacts to District, providing updates of legislative activities, meeting with District officials and Board of Directors as requested.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. The District agrees to pay the CONSULTANT $3,000 per month for the months of September 1, 2012 through August 31, 2013 for an amount not to exceed $36,000 per year for services provided. In addition, the District agrees to reimburse all expenses incurred in the performance of the consulting services rendered, including but not limited to, air travel to Las Vegas for legislative meetings and other expenses spent in accordance with the District's travel policy. It is anticipated these expenses shall not exceed $250 per fiscal year.

B. Upon performance of services, CONSULTANT shall invoice the District. All payments shall be due within 30 days of receipt of the invoice. Failure to pay the agreed upon amount as per Paragraph A of this Section will constitute a breach of this agreement.
SECTION III: TERM AND TERMINATION

A. This agreement shall remain in effect for the term beginning September 1, 2012 through August 31, 2013. This agreement may be renewed on the written authorization of both parties for a time as specified in those written authorizations.

B. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party. The CONSULTANT is entitled to fees earned up to any termination date, only if the District terminates this agreement.

SECTION IV: INDEPENDENT CONTRACTOR AND SUBCONTRACTOR

A. The CONSULTANT shall assign Mary Walker as the primary contact person to manage the Project.

B. The CONSULTANT is performing the services and duties required hereunder as an independent contractor and not as an employee, agent, partner of, nor joint venturer with the District. As an independent contractor, CONSULTANT shall be solely responsible for any Federal, State or local income or FICA taxes.

SECTION V: SERVICES TO BE PERFORMED

A. The CONSULTANT shall be responsible for the professional quality, timely completion, and coordination of all services furnished by the CONSULTANT, its subcontractors and consultants and their principals, officers, employees and agents under the Agreements.

B. As consultants, the District understands that the CONSULTANT will act solely in an advisory and consulting capacity. The CONSULTANT cannot and will not make decisions on behalf of the management of the District. Any final decisions with regard to any of the matters for which the CONSULTANT has been retained remain solely the District's.

C. No services or work performed shall be released to any party, person or organization without the express written permission of the District's General Manager.

SECTION VI: MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:
B. This agreement may not be assigned by either party.

C. The District and the CONSULTANT agree that this agreement does not constitute an exclusive relationship. Nothing herein shall be construed as a limitation upon the right of the CONSULTANT to engage in any other consulting agreement, service agreement, business venture or other activity.

D. This agreement will be interpreted and enforced under Nevada Law. Any losses to enforce any part of this agreement must be brought in a Nevada Court in and for the County of Washoe.

E. This agreement is solely for the benefit of the parties hereto. This agreement shall not create any right in or benefit to any other persons or entities or members of the general public.

F. The District acknowledges that the CONSULTANT will not undertake a project, task or assignment that is contrary to any previous or current position that was taken by the CONSULTANT or its principals in representing a former employer or other client.

G. This agreement embodies the whole agreement between the parties. There are no inducements, promises, terms, conditions or obligations made or entered into by the District or the CONSULTANT other than those contained in the agreement.

IN WITNESS WHEREOF, the District and the CONSULTANT have duly executed this Agreement on the date first written above.

WALKER & ASSOCIATES

Mary C. Walker, President

Incline Village General Improvement District

William B. Horn, General Manager