

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION AUTHORIZING THE EMPLOYMENT OF CAPITAL CITY**  
**CONCEPTS, L.L.C. FOR PROFESSIONAL SERVICES**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County will negotiate contracts with certain labor organizations representing various employees of the County and the elected officials of Sarpy County; and,

WHEREAS, an agreement has been proposed by which Paul Essman, d/b/a Capital City Concepts, L.L.C. will assist in provide wage and benefit comparisons for the purposes of the aforementioned negotiations.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the agreement with Paul Essman, d/b/a Capital City Concepts, L.L.C. to provide professional consulting services to Sarpy County, a copy of which is attached hereto, is hereby approved.

DATED this 28<sup>th</sup> day of July, 2009.

Moved by Rich Jansen, seconded by Tom Richards, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]

None

None

Rich Jansen

[Signature]

ABSTAIN:

Tom Richards

None

Patrick J. Thayer

Debra J. Houghtaling  
County Clerk



Approved as to form:

[Signature]  
Deputy County Attorney

## LETTER OF AGREEMENT

### GENERAL

This Letter of Agreement is between Consultant, PAUL ESSMAN, d/b/a CAPITAL CITY CONCEPTS, L.L.C., and SARPY COUNTY, through its BOARD OF COMMISSIONERS. The work process in this Agreement is comprised of three (3) phases.

### PHASE I (DATA COLLECTION)

It is agreed that the first phase of work to be performed by the Consultant is to collect wage and benefit data from 4 to 5 counties. The array selected will be agreed to by the parties. The Sarpy County Administrative office will provide similar wage and benefit data from 4 to 5 local array members and Sarpy County to the Consultant. A representative of the Sarpy County Board of Commissioners will notify the agreed to data points of the study being undertaken and solicit their cooperation.

### PHASE II (ANALYSIS & REPORT)

It is agreed that this phase will begin upon completion of Phase I. A midpoint statistic\* displaying the minimum and maximum wage rate (in the market) for each position under study will be developed. \*(The midpoint statistic is a numerical value required by the Nebraska Commission of Industrial Relations (NCIR).

Using the market midpoint minimum and maximum rates, a separate payline will be developed for each position under study. This payline will reflect Sarpy County external wage comparability to the selected market.

Also during this phase, the Consultant will analyze the common benefits found in the market and make a comparison of those findings to Sarpy County's benefits. All such wage and benefit comparisons will be issued in a written report. At this time, all of the activities described on the attached "Wage Survey Exhibit" will have been completed.

### PHASE III (NEGOTIATIONS)

Consultant will attend and/or provide consultation information for up to 5 negotiation sessions.

### TIME FRAMES

The wage study can be completed approximately six (6) to eight (8) weeks after Step B(1) of attached exhibit is completed and dependent on the date of contract approval.

### PAYMENT OF FEES\*

The Consultant will bill all of the fees and expenses at the end of each phase. It should be noted that

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fees projected for this study do not contemplate court testimony. Fees and expenses not to exceed \$17,500.00.

ENTIRE AGREEMENT

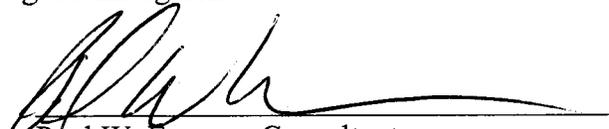
It is agreed that the conditions stated in this Agreement constitute the entire agreement between the parties (for example, there is no provision for designing an employee appraisal system; therefore one will not be designed) and that no other agreement is in existence which would limit either party from performing the terms of this agreement.

The agreement is accepted as of July 28<sup>th</sup>, 2009. This Agreement is between PAUL W. ESSMAN, doing business as CAPITAL CITY CONCEPTS, L.L.C. ("Consultant") and SARPY COUNTY BOARD OF COMMISSIONERS.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the dates written below.

  
\_\_\_\_\_  
Sarpy County Board of Commissioners

Date: 7/28/09

  
\_\_\_\_\_  
Paul W. Essman, Consultant

Date: 8/6/09

## WAGE SURVEY EXHIBIT

### A. OBJECTIVE

To establish paylines for selected employees of Sarpy County that are comparable to the prevalent wage rates within a selected labor market and to meet the requirements of Nebraska Statute 48-818. Of course, current Commission of Industrial Relations standards would be used to exhibit benefit information.

### B. PROCESS

1. Management official(s) review current faculty descriptions to ensure that the descriptions reflect work being performed. If necessary, creation or update of job descriptions will be accomplished.
2. Select survey sources. Survey sources will be selected by the Consultant and client.
3. Design survey package. Consultant will design survey instrument to fit Sarpy County's information needs and CIR requirements.
4. Establish data collection schedule. Through contacts provided by Sarpy County, Consultant will make appointments with array members.
5. Collect data and foundational material from each input. This will required an on-site review at each input location as prescribed by the Commission, except for data provided by Sarpy County.
6. Analyze data. Using established Commission criteria.
7. Compute findings.
8. Issue reports.

### C. PROJECT TIME LINE

The wage study can be completed approximately six (6) to eight (8) weeks after Step B(1) is finished.

D. PROJECT CONSULTANT

Paul W. Essman  
Capital City Concepts, LLC  
528 South 13<sup>th</sup>, LL Suite 1  
Lincoln, NE 68508  
(402) 475-4994

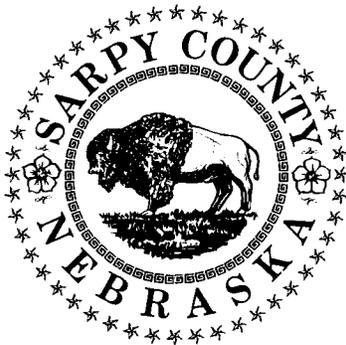
# Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046-2895  
593-4155  
www.sarpy.com

ADMINISTRATOR  
Mark Wayne

DEPUTY ADMINISTRATOR  
Scott Bovick

FISCAL ADMIN./PURCHASING AGT.  
Brian Hanson



## COMMISSIONERS

**Rusty Hike**  
District 1  
**Joni Jones**  
District 2  
**Tom Richards**  
District 3  
**Pat Thomas**  
District 4  
**Rich Jansen**  
District 5

## MEMO

July 24, 2009

TO: Sarpy County Board of Commissioners

FROM: Scott Bovick, Deputy County Administrator

RE: Resolution to Approve Contract with Capital City Concepts to conduct a professional comparability study

At the July 28, 2009 Board Meeting, Administration requests the County Board approve a Resolution to enter into a contract with Capital City Concepts to conduct a professional comparability study as part of the County's collective bargaining negotiations with the Fraternal Order of Police (FOP) Law Enforcement. As you can see from the enclosed contract and corresponding exhibit, Capital City Concepts will assist the County in developing a compensation and benefit survey tool, will assist in the collection of data, will provide a summary and analysis of the data, and will participate in negotiation sessions if necessary.

Staff believes engaging Capital City Concepts is necessary since the County will collect data from comparables that have not been formally studied in the past and may consider compensation and benefit issues that are complex. Capital City Concepts is uniquely qualified and experienced to help evaluate compensation and benefit packages offered by the comparables and develop options for the County.

Capital City Concepts will begin the study immediately once the contract is approved to be completed within eight (8) weeks. It is important for the County to proceed as quickly as possible as the FOP Law Enforcement has already hired their consultant to begin their data collection process.

Please feel free to contact me with questions at (402) 593-1568.

  
Scott Bovick, Deputy County Administrator

Cc: Mark Wayne  
Mike Smith  
Brian Hanson