

09/000377

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION APPROVING CONTRACT WITH WILLIAMS-DERAS & ASSOCIATES**

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, a contract has been proposed with Williams-Deras & Associates for consultant services related to employee fringe benefit programs, and said services are unique and non-competitive services under the provisions of Neb. Rev. Stat. §23-3109 (Reissue 2007).

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chairman and Clerk are hereby authorized to execute on behalf of Sarpy County, Nebraska, a certain agreement with William-Deras & Associates, the same being approved by the Board.

DATED this 15<sup>th</sup> day of September, 2009.

Moved by Tom Richards, seconded by Rusty Hoke, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

<u>[Signature]</u>	<u>none</u>	<u>none</u>
<u>[Signature]</u>	_____	_____
<u>[Signature]</u>	_____	ABSTAIN:
<u>[Signature]</u>	_____	<u>none</u>
<u>[Signature]</u>	_____	_____



County Clerk

Approved as to form:

[Signature]  
Deputy County Attorney

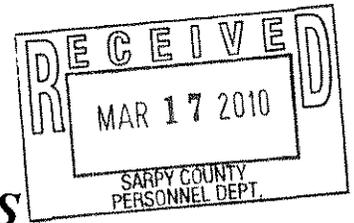
10/1/09 - 9/3/12

## 2009 CONSULTING AGREEMENT between

**SARPY COUNTY** and

**HOLMES MURPHY**

**WILLIAMS-DERAS & ASSOCIATES**



The purpose of this Agreement between SARPY COUNTY and WILLIAMS-DERAS & ASSOCIATES, is to define the responsibilities, duties, and obligations of both parties to this Agreement.

SARPY COUNTY, hereinafter referred to as the Employer, does hereby retain WILLIAMS-DERAS & ASSOCIATES, hereinafter referred to as the Consultant, to analyze, study, and offer recommendations regarding Employee Fringe Benefit Programs of the Employer.

The Employer does hereby agree to cooperate with the Consultant in matters of data collection and information gathering that may be necessary to allow the Consultant to carry out its obligations under this Agreement. The Employer further agrees to meet and confer with the Consultant at reasonable intervals during the consultation program as may be necessary in their joint cooperative efforts. The Employer will notify each carrier of this appointment by sending the Consultant of Record letter attached. Commissions for each product will be removed.

The Consultant's duties will include:

- 1) Confer with the Employer and make every reasonable effort to ascertain the Employer's goals, wishes, and organization philosophies regarding the intent and purpose of the Employee Fringe Benefits Program. The programs would include, but are not limited to Group Health only.
- 2) Gather all available data necessary to reasonably analyze the present Employee Fringe Benefit Plans.
- 3) When needed  
Supervision of:
  - 1) Bid specifications,
  - 2) Releasing bid specifications to various insurance carriers.
- 4) Analyzing and reporting to the Employer on the various bids received.
- 5) Assisting the Employer in final selection and contract execution with the selected insurance carrier or administrators.
- 6) Assist with Plan installation.
- 7) Provide follow-up consultation to the Employer as may be needed to insure effective plan implementation.

- 8) Provide probable cost estimates to the Employer.
- 9) Recommend alternatives in plan and benefits design.
- 10) Review renewals and make recommendations in regards to plan design, alternative funding mechanisms and appropriate vendor selection.
- 11) Meet with employee groups and the Benefit Committee to review plan performance.
- 12) Have personnel available to field calls from Sarpy County and Sarpy County Employees to answer questions, assist in claim filing and resolve claim issues.

In consideration for the services provided by the Consultant, the Employer agrees to compensate the consultant as follows:

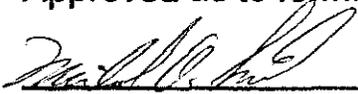
FLAT AMOUNT - MONTHLY

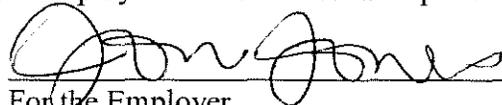
The Employer agrees to pay the Consultant the sum of \$1,750 per month for the period October 1, 2009 through September 30, 2012. The Consultant agrees to accept this fee as the total fee for services provided by this Agreement.

It is mutually agreed that the Service Agreement period will run from October 1, 2009 to September 30, 2012.

It is further agreed that this Service Agreement may be terminated at any time by either party or by mutual agreement. This Agreement will be terminated when either party notifies the other in writing as to its intent. The Consultant will then calculate the compensation due to the date of termination and present its statement for services to the Employer within a reasonable period of time thereafter.

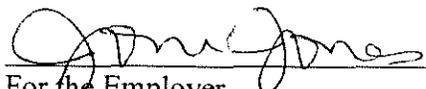
Approved as to form:

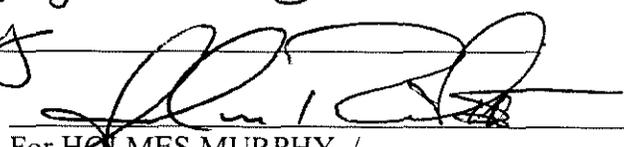
  
 \_\_\_\_\_  
 County Attorney

 9/15/09  
 \_\_\_\_\_  
 For the Employer

\_\_\_\_\_  
 For the Consultant

THIS AGREEMENT EXECUTED this 19<sup>th</sup> day of October in  
 the year 2009 between Sarpy County  
 and Holmes Murphy

  
 \_\_\_\_\_  
 For the Employer

  
 \_\_\_\_\_  
 For HOLMES MURPHY /  
 WILLIAMS-DERAS & ASSOCIATES  
 302 S 36<sup>th</sup> Street, Suite 105  
 Omaha, Nebraska 68131