

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION APPROVING AGREEMENT 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, an agreement has been proposed with Williams-Deras & Associates for consultant services related to the 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 Williams-Deras & Associates, the same being approved by the Board.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 2<sup>nd</sup> day of ~~September~~, 2012.

*Tracy H. L.*  
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 Chairman, Sarpy County Board

*Debra J. Houghtaling*  
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 Sarpy County Clerk



## **2012 AGENT AGREEMENT** between

***SARPY COUNTY*** and

***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 Agent, to analyze, study, and offer recommendations regarding Employee Fringe Benefit Programs of the Employer.

The Employer does hereby agree to cooperate with the Agent in matters of data collection and information gathering that may be necessary to allow the Agent to carry out its obligations under this Agreement. The Employer further agrees to meet and confer with the Agent at reasonable intervals during the consultation program as may be necessary in their joint cooperative efforts.

The Agent'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.

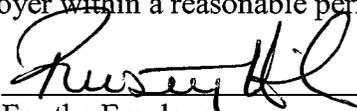
In consideration for the services provided by the Agent, the Employer agrees to compensate the Agent as follows:

COMPENSATION

Agent will receive compensation of \$1,750 per month for services provided under this agreement. Such compensation will be paid directly by the applicable health insurance carrier (currently Blue Cross/Blue Shield of Nebraska) from premiums paid by Sarpy County. No payment will be made directly to the Agent by Sarpy County.

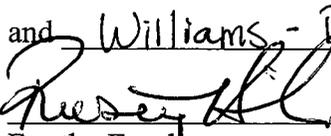
It is mutually agreed that the Service Agreement period will run from October 1, 2012 to September 30, 2015.

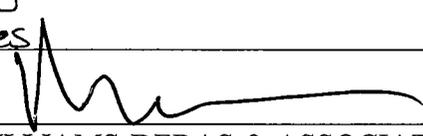
It is further agreed that this Service Agreement may be terminated at any time by either party or by mutual agreement. This Agreement will be terminated when either party notifies the other in writing as to its intent. The Agent will then calculate the compensation due to the date of termination and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

  
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 For the Employer

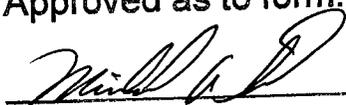
  
 \_\_\_\_\_  
 For the Agent

THIS AGREEMENT EXECUTED this 2nd day of October in  
 the year 2012 between Sarpy County  
 and Williams-Deras & Associates.

  
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 For the Employer

  
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 For: WILLIAMS-DERAS & ASSOCIATES  
 10040 Regency Circle, Suite 345  
 Omaha, Nebraska 68114

Approved as to form:

  
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 County Attorney