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BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION APPROVING WAGE/SALARY & BENEFITS SURVEY SERVICES
CONTRACT WITH ACTUARIAL CONSULTING SERVICES, INC

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,

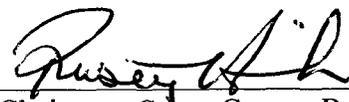
WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, a contract has been proposed with Actuarial Consulting Services, Inc. is for services associated with the production, publication and analysis of the 2013-2015 Wage/Salary & Benefits Survey for the use of the Sarpy County Human Resources Department , and said services are unique and non-competitive services under the provisions of Neb. Rev. Stat. §23-3109 (Reissue 2007); and,

WHEREAS, the Human Resources Director recommends approval of said contract.

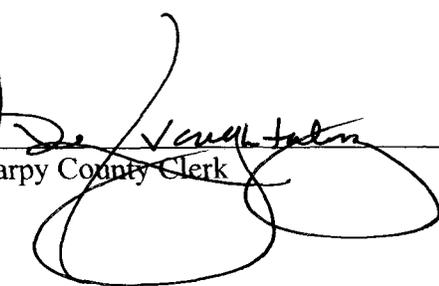
NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chairman and Clerk are hereby authorized to execute the attached Wage/Salary & Benefits Survey Services Contract, the same being approved by this Board.

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 6th day of November, 2012.



Chairman, Sarpy County Board





Sarpy County Clerk



SARPY COUNTY HUMAN RESOURCES

MEMORANDUM

To: Board of County Commissioners
From: Karen Buche, Human Resources Director
Date: November 2, 2012
Subject: Salary Survey ACS

This memorandum is a formal request to utilize the services of Actuarial Consulting Services (ACS), Inc.; an independent actuarial firm. ACS was founded in 2002, and their staff has extensive experience in consulting, insurance, and corporate HR environments.

ACS conducts the annual Human Resources of the Midlands (HRAM) Survey, which is used throughout the Omaha MSA and the State. While the surveys the County will be completing will not reach the magnitude of the HRAM survey, we will benefit from HRAM's established framework, which mitigates our costs significantly.

The contract authorizes ACS to design our survey, post the survey to a confidential website, gather participants' responses, analyze the data, and provide a comprehensive summary. As part of the contract, we will receive all the raw data, which typically is not provided.

The costs of a survey of this magnitude are typically \$12,000 to \$15,000. ACS has agreed to spread the survey development costs over a three (3) year period. As a result, the County will be able to conduct three (3) annual surveys for the cost of \$14,985. The three (3) year agreement provides the County with current, relevant data to be used in strategic compensation and benefit planning.

The first group slated to be surveyed is the Elected Officials, Chief Deputies, and Department Heads. Additionally, a request has been made to include Sworn Law Enforcement jobs in preparation for upcoming labor negotiations.

ACS will provide the data necessary for the Board to analyze the compensation and benefits by the deadline of March 2013.

Should you have any questions regarding this memorandum or the contract prior to the Board Meeting, please feel free to contact me at 402-593-4485.

WAGE/SALARY & BENEFITS SURVEY SERVICES CONTRACT

This contract is entered into by and between Sarpy County, a county government located in the State of Nebraska, and Actuarial Consulting Services, Inc. (ACS), a corporation in Omaha, Nebraska. The contract is for services associated with the production, publication and analysis of the 2013-2015 Wage/Salary & Benefits Survey (the survey) as outlined below.

PROVISIONS OF THE CONTRACT

- A. INTEREST OF THE CONSULTANT:** ACS covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this contract. ACS further covenants that in the performance of this contract no person having any such interest shall be employed.
- B. PROFESSIONAL SERVICES:** The professional services provided by ACS in the production and publication of the survey shall include, but not necessarily be limited to, the following:
- a) Develop and maintain an on-line version of the survey that participants complete via a secure Internet site. The on-line version of the survey serves as the only survey option for participants.
 - b) Update the survey annually with revisions as agreed by Sarpy County and ACS.
 - c) Provide technical assistance to participants relative to the on-line functionality used to complete the survey.
 - d) Prepare the final survey analysis reports and forward the reports to Sarpy County for final review and approval for distribution. The survey reports will be prepared in a similar format as the reports produced for the HRAM (Human Resource Association of the Midlands) survey. The survey reports will be delivered electronically in a PDF format. ACS will not be responsible for distribution of survey results to participating organizations.
 - e) At Sarpy County's request, for a fee as contained in Attachment B, ACS will prepare an ad hoc data cut of the survey from the original data and revise the survey results based on specific criteria, such as a specific industry or group where sufficient data exists.
 - f) Provide data files of the survey participant answers to Sarpy County as requested. ACS understands that the survey questions and survey answer data is the property of Sarpy County.

- C. **SARPY COUNTY RESPONSIBILITIES:** Sarpy County will also perform some of the functions required during the survey process. These functions shall include, but not necessarily be limited to, the following:
- a) Develop the survey questions.
 - b) Define survey job titles and descriptions.
 - c) Solicit and invite organizations to participate in the survey.
 - d) Send email invitations to survey participants.
 - e) Conduct follow-up contact with participants to encourage survey completion.
 - f) Answer miscellaneous participant questions while the survey is open.
 - g) Conduct follow-up interviews with participants to clarify any unusual survey answers or to further inquire about a survey topic.
 - h) Develop executive summary report for various Sarpy County committees.
 - i) Distribute survey results to any interested party.
 - j) Answer miscellaneous participant questions about the results.
- D. **RELATIONSHIP OF PARTIES:** The parties intend that an independent Consultant relationship will be created by this contract. Sarpy County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with ACS. ACS is not to be considered an agent or employee of Sarpy County for any purpose, and the employees of ACS are not entitled to any of the benefits that Sarpy County provides to its employees. It is understood that Sarpy County does not agree to use ACS exclusively with the exception of survey services. It is further understood that ACS is free to contract for similar services to be performed for other individuals or entities while under contract with Sarpy County.
- E. **COMPENSATION:** ACS will be compensated according to the agreed schedule of fees contained in Attachment B. If Sarpy County decides not to proceed with a second or third survey cycle, other than for cause, Sarpy County will reimburse ACS for development costs incurred by ACS. Attachment B contains the development cost reimbursement schedule. If at any time ACS fails to perform the Professional Services, Sarpy County may terminate the contract with no further obligation.
- F. **LENGTH OF CONTRACT:** This contract covers the obligations for the 2013-2015 Sarpy County Wage/Salary & Benefits Survey. Pending successful completion of the third survey cycle, Sarpy County, at its sole discretion, may propose to extend the current contract for a fourth survey cycle. ACS will have the option of accepting Sarpy County's proposal. If the proposal is accepted by ACS, ACS must advise Sarpy County of its intent to accept in writing within 30 calendar days of receiving such proposal. If ACS accepts the proposal, Sarpy County would not bid out the 2016 survey.

- G. CONTRACT RESTRUCTURING:** After the first survey cycle, ACS will assess the amount of time and resources required to complete the survey project and may decide to increase the project fees for the second and third survey cycles. If ACS does decide to increase the second and third survey cycle fees, Sarpy County may terminate the contract with no further obligation.
- H. INDEMNIFICATION CLAUSE:** The Contractor shall indemnify and save harmless Client, its officers, employees, agents and representatives from all claims, suits or actions of every kind and character made upon or brought against the said Client, its officers, employees, agents and representatives for or on account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said Contractor or its servants, agents, representatives and subcontractors, in doing the work herein contracted for or by or in consequence of any negligence regarding the same or any improper material used by or on account of any act or omission of said Contractor or its servants, agents, representatives and subcontractor or its servants, agents, representatives and subcontractors arising out of any manner connected with the performance of this contract, and also from all claims or damage for infringement of any patent or copyright in fulfilling this Contract.
- I. RESIDENCY VERIFICATION CLAUSE:** The Consultant agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Consultant indicates on such attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect.4-108.

EXECUTED this 9 day of NOVEMBER, 2012.

Paul McCoy 11/9/12
Paul A. McCoy
President – Actuarial Consulting Services, Inc.

COUNTY OF SARPY, NEBRASKA
A Body Politic and Corporate

Debra J. Houghtaling 11/6/12
Chair

SEAL



ATTEST:

Debra J. Houghtaling
County Clerk

Approved as to form:

Michael J. [Signature]
County Attorney/Deputy

ATTACHMENT A

**Estimated 2012/13 Project Time-Line
(Dates to be finalized with Sarpy County and ACS)**

<u>DATE</u>	<u>ACTIVITY</u>	<u>RESPONSIBILITY</u>
11/6 – 11/16	Survey questionnaire development Online survey development	ACS/Sarpy County
11/19 – 11/21	Survey testing	ACS/Sarpy County
11/26	Email invitations sent to survey participants	Sarpy County
11/26 – 1/4	Online survey website available to participants	ACS
1/7 – 2/8	Data review and analysis	ACS
2/11 – 2/15	Production of draft survey report	ACS
2/18 – 3/6	Production of executive summary report	Sarpy County
3/7 – 3/29	Distribution of survey reports to participants	Sarpy County
As Requested	Special data cut reports	ACS/Sarpy County

ATTACHMENT B
Fees and Billing Schedule

<u>Work Item</u>	<u>Guaranteed Cost</u>
First Cycle: 2012/13 Wage/Salary & Benefits Survey	\$4,995
Second Cycle: 2013/14 Wage/Salary & Benefits Survey	\$4,995
Third Cycle: 2014/15 Wage/Salary & Benefits Survey	\$4,995
Total Guaranteed Contract Cost:	\$14,985

Optional Fees:

Special data requests by Sarpy County/participating organizations \$200/hour

Projected Cost:

Guaranteed Costs noted above do not include first year development costs of \$7,500. These development costs will not be charged to Sarpy County if all three cycles of the survey are completed. If Sarpy County terminates this contract without cause prior to the commencement of the third survey cycle, Sarpy County will reimburse ACS for this development cost.

The Guaranteed Costs noted above do not include costs associated with on-site meetings. If Sarpy County requests meetings, additional charges will be incurred by ACS and invoiced to Sarpy County. These amounts will be agreed upon before such meeting(s) take place.

Billing:

ACS will bill Sarpy County for work performed on the survey after each annual survey is completed. A single invoice will be submitted by the end of the month following the month in which the completed survey results are delivered to Sarpy County.