

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN
AGREEMENT WITH AUSTIN PETERS GROUP INC. TO ASSIST IN REVISIONS AND
ADDITIONS TO SARPY COUNTY'S STRATEGIC PLAN

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), 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;

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

WHEREAS, the County desires to enter into an agreement with the Austin Peters Group, Inc. to assist in revisions and additions to the County's strategic plan;

WHEREAS, the Austin Peters Group, Inc. and its consultant Marla Flentje have the required qualifications and experience to provide the services described in the attached agreement; and

WHEREAS, the services to be provided in accordance with the attached agreement are unique, non-competitive, and professional.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and authorizes the Chairman to sign the attached agreement, and any other related documents, the same being approved by the Board.

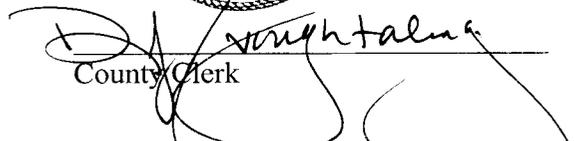
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 12th day of August, 2014.

Attest

SEA




Sarpy County Board Chairman


County Clerk

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

Don Kelly District 1
Jim Thompson District 2
Tom Richards District 3
Brenda Carlisle District 4
Jim Warren District 5

MEMO

August 12, 2014

TO: Sarpy County Board of Commissioners

FROM: Scott Bovick, Deputy County Administrator

RE: Resolution approving and authorizing Chair to sign agreement with Austin Peters Group for strategic planning services

The County Board adopted the Strategic Plan in July 2013 and it is now time to conduct an annual update. Staff requests the County Board approve an agreement with Marla Flentje from the Austin Peters Group to again facilitate the process.

The services Mrs. Flentje will provide include:

- meet with each Commissioner individually to understand key issues and priorities
- facilitate a planning session with County leaders to develop a mission, related values statement and vision statement
- prepare and administer a survey instrument to gather input from county employees
- lead a planning session to achieve consensus on revisions and updates to the County's current strategic plan.

The first planning session will be held this week, the survey instrument will be released in late August, and the second planning session will be held in late September with the updated plan ready for County Board adoption in October.

The fee for Mrs. Flentje's services is \$4,300 and has been budgeted in the fiscal year 2014-2015 budget.

Pease feel free to contact me if you have any questions. Thank you.


Scott Bovick, Deputy County Administrator

Cc: Deb Houghtaling, Mark Wayne



OVERLAND PARK, KS OFFICE: P.O. Box 27196, Overland Park, KS 66225 Phone: (913) 851-7530 Fax: (913) 851-7529
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www.austinpeters.com

August 5, 2014

**Letter of Understanding
between The Austin Peters Group, Inc and Sarpy County, Nebraska
for Strategic Planning Consultation**

This letter shall serve as a letter of agreement between Sarpy County of Papillion, Nebraska, and The Austin Peters Group, Inc. of Overland Park, Kansas, governing the provision of consultation services to assist in revisions and additions to its strategic plan.

Toward this end, The Austin Peters Group consultant, Marla Flentje, will provide consultation and facilitation to the Sarpy County Board of County Commissioners as follows:

- review relevant information and data related to the organization and community, including the current strategic plan;
- interview on site each County Commissioner to learn of his or her perception of the County's most important issues and ideas for County action to address them. Our consultant will summarize Commissioners' observations and preferences in a document that will be provided to all members of the planning team;
- consult with designated County leaders to plan and implement a structured retreat with the County's planning team to initiate development of a County mission, related values statement and vision statement. Toward this end, the consultant will: 1) draft a retreat agenda for approval and provide related hand-out materials; 2) advise on facility/equipment needs; 3) facilitate the retreat process; and 4) document discussion and preliminary decisions;
- consult with designated County leaders and draft a survey to determine county employee's observations of strategic issues and direction for the future;
- provide advice as requested on the County Administrator's "View from the Bridge" segment at a second planning retreat;
- consult with designated leaders to plan and implement a planning retreat to seek consensus on revising and updating the County's current strategic plan. Toward this end, the consultant will: 1) draft a retreat agenda for approval and provide related hand-out materials; 2) advise on facility/equipment needs; 3) facilitate the retreat process; and 4) document discussion and preliminary decisions;
- based on preliminary decisions made at the planning retreat, draft an updated strategic plan for review, first by County staff for factual accuracy and subsequently, by the Board of County Commissioners;
- facilitate by phone a review of the draft strategic plan by the Board of County Commissioners and consensus on desired changes before formal plan adoption.

It is understood that Sarpy County will be responsible for the following:

- provide for communication with Commissioners and other members of the planning team about the purpose, schedule and expectations of the project;
- administer the employee survey and summarize survey results;
- make arrangements for suitable meeting facilities, including meals and refreshments as needed;
- provide background documents and data needed for the strategic planning process;
- provide necessary supplies and equipment for the planning sessions that will include a data projector; screen to project slides; laptop computer, large easels and pads of post-it-note paper; name tents and
- reproduce all handout materials needed for the planning sessions.

Sarpy County agrees to compensate The Austin Peters Group under terms and conditions as provided herein. Total charge for services as described above is \$4,300 which includes the firm's travel costs for two round trips to Papillion from Wichita, Kansas. The Austin Peters Group, Inc. will submit invoices for payment according to the following schedule: \$2000 upon approval of a letter of understanding; \$2,000 after the two strategic planning sessions are held; and \$300 once the draft strategic plan is approved by the Board of County Commissioners.

With regard to the services to be performed by The Austin Peters Group, Inc. pursuant to the terms of the agreement, The Austin Peters Group, Inc. shall not be liable to Sarpy County, or to anyone who may claim any right due to his or her relationship with Sarpy County for any acts or omissions in the performance of said services on the part of The Austin Peters Group, Inc. or on the part of the agents or employees of The Austin Peters Group, Inc.; except when said acts or omissions of The Austin Peters Group, Inc. are due to their willful misconduct. Sarpy County shall hold The Austin Peters Group, Inc. free and harmless from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from or growing out of the services rendered to Sarpy County pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise due to the willful misconduct as determined by a court of competent jurisdiction.

INSURANCE: During the course of services, the Consultant shall maintain Workmen's Compensation Insurance in accordance with the Workman's Compensation laws of the State of Nebraska and Automobile Liability insurance.

ASSIGNMENT: Neither Party shall assign or transfer its interest in this Agreement without the written consent of the other.

INDEPENDENT CONTRACTOR: Consultant shall in the performance of the Agreement at all times be an independent contractor and not an employee or agent of the County.

TERMINATION: Either the County or Consultant may terminate this Agreement at any time with or without cause upon giving the other party thirty (30) days prior written notice.

CONFLICT OF INTEREST: Pursuant to Neb Rev. Stat. §23-3113 (Reissue 2007), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the

performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

BREACH: Should Consultant breach, violate, or abrogate any term, condition, clause or provision of this Agreement, the County shall notify Consultant in writing that such an action has occurred. If satisfactory correction of the breach, violation or abrogation of any term, condition, clause or provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this Agreement and obtain an alternate provider to provide all required services. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

SAVINGS CLAUSE: This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Consultant hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Consultant shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

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. Rev. Stat. Sect.4-108

SCOPE OF AGREEMENT: This Agreement, contains the entire Agreement between the County and Consultant, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Consultant.

If the terms of this agreement meet with your approval, please indicate the same below by your signature. Please return a copy (all pages of this "Letter of Understanding...") for our files. Returning via fax to 913-851-7529 or email using a PDF file (mflentje@austinpeters.com) is acceptable.

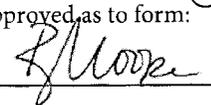
Accepted by: Marla Flentje
Marla Flentje, Senior Consultant
The Austin Peters Group, Inc.

Accepted by: 
Sarpy County designated representative

Date: August 5, 2014

Date: August 12, 2014

Approved as to form:

, Deputy Sarpy County Attorney

Sarpy County Government

Strategic Plan for 2013-2015

I. Preferred Future for the Sarpy County Community

- **Managed, smart growth continues to drive a thriving local economy.**
 - The County population exceeds 200,000.
 - Business development parks are populated with high-technology firms.
 - A lively retail sector offers diverse choices for residents and attracts destination shoppers.
 - Offutt Air Force Base remains fully operational and an important foundation of the local economy.

- **The County has a national and regional reputation as a community of choice.**
 - High quality, livable neighborhoods are a positive factor in the successful recruitment of new business and industry.
 - Residential newcomers continue to be attracted by high quality public schools.

- **Modern highways, and well designed and maintained roads support the community.**
 - An expanded Platteview Road serves residents and provides a connector loop for the metropolitan region.
 - 180th Street is a key north/south County road.
 - County collector and arterial roads effectively connect more areas of the County.

- **Recreation facilities, entertainment venues and other tourist attractions are a community signature.**
 - County has formed a partnership to develop a new recreation area along the Platte River.
 - Residents make use of the County's extensive walking and biking trails.
 - Visitors and tourists are drawn to the County's high-quality leisure amenities.

- **A spirit of cooperation among local governments benefits residents and businesses.**
 - Sarpy County communities compete in recruitment of new businesses, but also are able to cooperate for mutual County-wide benefit.
 - Local governments have maximized the use of cooperative service agreements for delivery of public services.
 - Local elected officials regularly confer in a formal way to seek new opportunities for mutual gain.

- **County government has a positive reputation as a leader in efficient services and innovative initiatives that benefit the community.**
 - The majority of residents can transact County business through on-line services.
 - Living in the County is more affordable because property taxes as a portion of total County revenues have declined measurably over the past decade.
 - State government has granted additional discretionary decision making authority to the County.
 - The County has achieved a flatter, more streamlined organizational structure.

II. Strategic Goals

1. Contribute to sustaining and strengthening the local economy.

Key Objectives:

- a. In collaboration with community economic development partners, facilitate the creation of a vision for the growth of Sarpy County.
- b. Review the County's business incentive policy and revise as needed to align with the community's vision for growth.
- c. Obtain purchase options for land that represents prime sites for new business locations.
- d. Initiate development of a new Comprehensive Plan.
- e. Work with community partners to support the present functions of Offutt Air Force Base and champion all efforts to keep the base off the closure list.

Measure(s):

Responsible parties:

Date to be initiated:

2. Maximize stewardship of County revenues and broaden the use of non-property tax revenues to fund services.

Key Objectives:

- a. Expand alternative revenue sources for financing road maintenance and improvements.
- b. Expand the use of debt financing for County road improvements.
- c. Study the feasibility of charging local units of government for the cost of incarcerating their prisoners in the County jail and initiate action accordingly.
- d. Seek legislative authorization to increase existing County service fees in order to fully recover the cost of providing individual services.
- e. Identify additional opportunities for new service fees for financing County services and pursue implementation strategies.
- f. Develop a longer-range plan for voter approval of a dedicated County sales tax to finance one or more public safety initiatives.
- g. Expand options for credit card payments for County fines and user fees.
- h. Pursue the use of alternative fuels to reduce the County's energy costs.

Measure(s):

Responsible parties:

Date to be initiated:

3. Provide for infrastructure improvements that support the growth of the community and enhance quality service to County residents.

Key Objectives:

- a. Update the 2006 Wastewater and Water Infrastructure Study to determine the need for a new sewer service for underdeveloped areas of the County.
- b. Initiate actions for the formation of a separate governmental entity for providing expanded sewer services.
- c. Prioritize County road improvements based on feedback from key stakeholder groups at an annually-convened Road Summit.
- d. Develop an inventory of needed facility improvements and adopt a long-term County Facilities Plan that estimates costs of individual facility improvements and prioritizes projects.
- e. Adopt and implement a County Technology Plan that reduces courthouse foot traffic and advances progress toward a virtual county government.
- f. Create and implement a long-term County Capital Improvement plan for investments in infrastructure, facilities and major equipment.

Measure(s):

Responsible parties:

Date to be initiated:

4. Enhance the effectiveness of the County's criminal justice services.

Key Objectives:

- a. Expand the use of alternative programs to prevent incarceration in the County jail.
- b. Implement technology to enable video arraignment of persons charged with a crime and detained in the County jail.
- c. Improve juvenile justice programs by developing alternative programs to prevent detention and beginning implementation of a plan for adequate juvenile justice facilities.
- d. Enhance cooperation in the delivery of law enforcement services with other agencies in the County.
- e. Achieve a successful transition to the Board of Corrections for management of the County jail.

Measure(s):

Responsible parties:

Date to be initiated:

5. Expand partnerships in the County and wider region to leverage resources, eliminate service redundancies and improve local influence in state legislative decisions.

Key Objectives:

- a. In consultation with community partners, identify the most mutually beneficial prospects for joint service delivery programs and forge three new cooperative service delivery agreements.
- b. Pursue additional study of the benefits and technical feasibility of a regional approach to the provision of emergency communication services (9-1-1 services) and take action accordingly.
- c. Expand coordination of planning and zoning decisions between and among municipalities in the County.
- d. Facilitate development of a shared state legislative agenda with cities in the County and dedicate County lobbying resources to advance the agenda.

Measure(s):

Responsible parties:

Date to be initiated:

6. Improve communication to inform the community about County services and initiatives, and expand citizen engagement.

Key Objectives:

- a. Adopt a public communication plan and dedicate resources to its implementation.
- b. Enhance the County website to create additional avenues for citizen engagement.
- c. Implement a County media policy that directs who speaks for the Board of Commissioners and the departments under the Board's authority.
- f. Adopt public communication standards that achieve uniform messaging and graphic design for the County website and other communication venues.
- e. Increase communication with County employees to keep them informed about County services and decisions.

Measure(s):

Responsible parties:

Date to be initiated:

7. Provide for a high performing County workforce to deliver services.

Key Objectives:

- a. Expand opportunities for employee learning and professional development.
- b. Capture administrative efficiencies through expansion of interdepartmental cross training.
- c. Sustain a high-skilled County workforce through implementation of succession planning.
- d. Combine administrative service units and functions to achieve more efficient use of human resources.
- e. Administer fair and competitive compensation practices across all departments.
- g. Evaluate the need for a compensation policy that rewards high performance and expand the use of non-financial employee recognition practices.
- h. Increase employee performance feedback accountability through implementation of a performance appraisal program.

Measure(s):

Responsible parties:

Date to be initiated:

Approved by the Sarpy County Board of Commissioners on July 2, 2013