

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN
AGREEMENT WITH CAPITAL CITY CONCEPTS L.L.C. FOR SALARY
COMPARABILITY STUDY SERVICES

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 contract with Capital City Concepts, L.L.C. ("Consultant") to provide salary comparability study services ("Services") as more specifically described in the attached agreement;

WHEREAS, the Consultant has the required qualifications and experience to provide these Services; and

WHEREAS, the Services to be provided by the Consultant 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

SEAL




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 Capital City Concepts, LLC for salary comparability study services

In order to prepare for upcoming collective bargaining negotiations with the four bargaining units whose contracts expire June 30, 2015, staff requests the County Board approve an agreement with comparability survey consultant Paul Essman from Capital City Concepts, LLC.

Mr. Essman has extensive experience in conducting wage surveys for public employers in Nebraska and testifying as an expert before the Nebraska Commission of Industrial Relations.

The cost of the survey is \$24,000 which has been budgeted in the fiscal year 2014-2015 budget.

The County's Human Resources Department has offered to assist Mr. Essman in data and document collection and Mr. Essman has committed to have the four studies completed in ninety (90) days.

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


Scott Bovick, Deputy County Administrator

Cc: Deb Houghtaling, Mark Wayne, Karen Buche, Mike Smith

AGREEMENT WITH CAPITAL CITY CONCEPTS, L.L.C.

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate ("County"), and Capital City Concepts, L.L.C. ("Consultant").

WHEREAS, the County desires to contract with the Consultant to provide a salary comparability study for several of its bargaining units; and

WHEREAS, the Consultant has the required qualifications and experience to provide these services.

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Consultant agree as follows:

- A. **SCOPE OF SERVICES AND ASSOCIATED COSTS:** The Approach to the Comparability Study, Objective, Process, Project Cost, Project Time Line, and identification of the Project Consultant is contained within Attachment "A", which is attached hereto and incorporated by this reference. The Consultant shall not exceed the stated amount of \$24,000 (in Attachment "A") unless specific, written authorization is provided by the County. Upon completion of the project described in Attachment "A" the Consultant shall provide an invoice the County for payment described in Section C of Attachment "A."
- B. **SCOPE OF AGREEMENT:** The Agreement and Attachment "A" contain the entire Agreement between the County and the Consultant, and there are no other written or oral promises, contracts or warrants which may affect it. The Agreement cannot be amended except by written agreement of both the County and the Consultant.
- C. **SAVINGS CLAUSE:** The Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and the 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 the Consultant shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.
- D. **HOLD HARMLESS:** The Consultant agrees to hold harmless and indemnify the County, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and all expenses incident thereto, for injuries to persons, for civil rights liability, and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement and proximately caused by the negligent or intentional acts or omissions of the Consultant, its officers, employees, assignees, or agents. Any liability on the part of the

County is limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act and any other applicable provisions of law. The County does not assume liability for the actions of the Consultant.

- E. RESIDENCY VERIFICATION CLAUSE: Pursuant to Neb. Rev. Stat. § 4-114 *et seq.*, each party shall 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.
- F. INDEPENDENT CONTRACTOR STATUS: It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the parties. Any and all acts that either party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither party nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.
- G. NONDISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, *et seq.*), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, *et seq.*, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

- H. CONFLICT OF INTEREST: Pursuant to Neb. Rev. Stat. § 23-3113, 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 Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement 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 Agreement or the proceeds thereof.
- I. INSURANCE: The Consultant shall carry professional liability insurance and shall carry workers' compensation insurance in accordance with the statutory requirements of the State of Nebraska.
- J. TERM: This Agreement shall commence on date the Agreement is executed and shall expire upon the completion of the project described in Attachment "A."
- K. ASSIGNMENT: The Consultant shall not assign this Agreement without prior written consent of the County.
- L. BREACH: Should the Consultant breach, violate, or abrogate any term, condition, clause, or provision of this Agreement, the County shall notify the Consultant in writing that such an action has occurred. If satisfactory 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 consultant to provide all required services. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
- M. NOTICE: Notice to the County and Consultant shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Sarpy County Clerk
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

Consultant: Paul W. Essman
Capital City Concepts, L.L.C.
528 South 13th, Suite 1
Lincoln, NE 68508

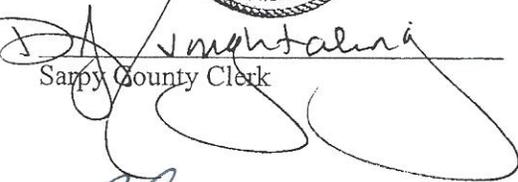
IN WITNESS WHEREOF, we the contracting parties have executed this Agreement
on 8/12/14, 2014.

(Seal)



ATTEST:

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate


Sarpy County Clerk

 8-12-14
Chairperson
Sarpy County Board of Commissioners

 8-13-14
Consultant

Approved as to form:


Deputy Sarpy County Attorney

the COMPARABILITY DATA COMPANY

Paul W. Essman

CAPITAL CITY CONCEPTS, LLC

July 24, 2014

Scott W. Bovick

Deputy County Administrator

Sarpy County, Nebraska

1210 Golden Gate Drive

Papillion, NE 68046

Dear Scott:

Per your request of July 18th, I have enclosed a proposal for a Comparability Study. This study should provide information necessary to establish compensation parameters for negotiations with 4 Sarpy County bargaining units.

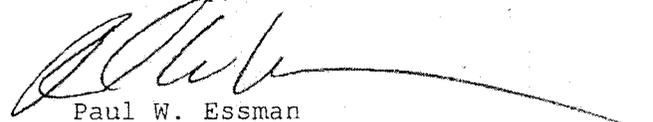
The comparability study would be conducted under Nebraska Commission of Industrial Relations Guidelines and use current commission methods for the calculations of comparable wage and benefit information.

We will approach the comparability study in this way:

Data collection with each array member, gathering wage data and obtaining specific job match information, while making detailed comparisons of benefit packages at the various locations (as well as future cost projection). The fee for this study would be \$24,000 expenses included.

Thank you for the opportunity to work on this study with you as we do enjoy the challenges that they offer.

Sincerely,



Paul W. Essman

Capital City Concepts L.L.C.

SCOPE OF SERVICES AND ASSOCIATED COSTS

A. OBJECTIVE

To establish pay lines for the non-sworn and dispatcher classifications represented by the FOP, classifications represented by AFSCME Local 251, and classifications under the Employee Association contract. Pay lines 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. A management review of current job 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. Seven Survey sources will be selected by consultant, with consultation from County.
3. Design survey package. Consultant will design survey instrument to fit Sarpy County information and negotiation needs.
4. Establish data collection schedule. Some data collection provided by Sarpy County HR, Consultant will make contact with array members.
5. Collect data and informational material from each input.
6. Analyze data. Using established Commission criteria.
7. Compute findings.
8. Issue reports.

C. PROJECT COST

1. Wage / Benefit Study negotiation \$ 24,000.00 *
2. Payment in full after report issued.

* Fee includes expenses for travel, word processing, postage, phone calls and the like.

D. PROJECT TIME LINE

This part of the project is dependent upon job description update. The wage study can be completed approximately six (6) to eight (8) weeks after Step B (1) is finished, dependent on the date of approval.

E. PROJECT CONSULTANTS

Paul W. Essman
Capital City Concepts L.L.C.
528 South 13th, Suite 1
Lincoln, NE 68508
(402) 475-4994