

Aldermen

Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Don Marr
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Robert Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan



Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith

**Final Agenda
Special City Council Meeting
April 25, 2006**

A Special meeting of the Fayetteville City Council will be held on **April 25, 2006 at 5:30 PM in Room 326** of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

A. New Business:

1. **Johanson Group Contract Approval:** Consulting services for the identification of salary survey benchmark jobs and development of updated job descriptions for all City positions.

PASSED AND SHALL BE RECORDED AS RESOLUTION 77-06.

Meeting adjourned at 5:55 p.m.

Subject: Roll					
Motion To:					
Motion By:					
Seconded:					
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	✓			
	Rhoads	✓			
	Ferrell	✓			
	Mayor Coody	✓			

Subject: Johanson Group Contract Approval					
Motion To:		Approve Contract			
Motion By:		Ferrell			
Seconded:		Marr			
A.I. New Business 77-06	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	✓			
	Rhoads	✓			
	Ferrell	✓			
	Mayor Coody				

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Don Marr
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Robert Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Final Agenda
Special City Council Meeting
April 25, 2006**

A Special meeting of the Fayetteville City Council will be held on **April 25, 2006 at 5:30 PM in Room 326** of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

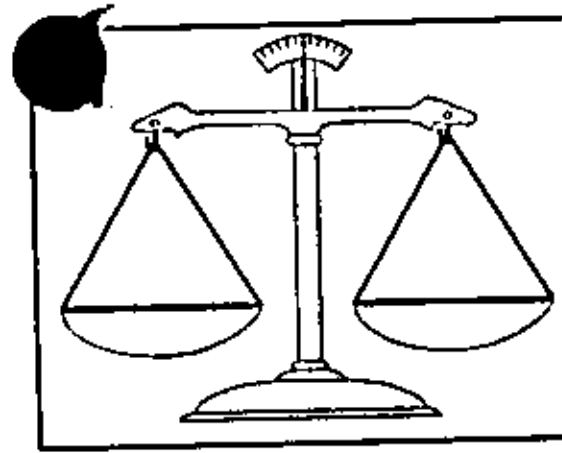
Call to Order

Roll Call

Pledge of Allegiance

A. New Business:

1. **Johanson Group Contract Approval:** Consulting services for the identification of salary survey benchmark jobs and development of updated job descriptions for all City positions.



KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody, Mayor**

THRU: **Sondra Smith, City Clerk**

FROM: **Kit Williams, City Attorney**

A handwritten signature in black ink, appearing to read 'Kit Williams', written over a horizontal line.

DATE: **April 26, 2006**

RE: **Passed Resolution from Special City Council meeting
of April 25, 2006**

1. **Johanson Group contract:** Resolution approving contract in amount of \$30,000.00 w/Johanson Group to identify salary survey benchmark jobs and develop updated job descriptions for all city positions.

**City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts**

April 25, 2006
City Council Meeting Date

Michele Bechhold

Submitted By

Human Resources

Division

Operations

Department

Action Required:

Staff recommends approval of a contract with Johanson Group in the amount of \$30,000 for the identification of salary survey benchmark jobs and development of updated job descriptions for all City positions.

\$30,000

Cost of this request

\$

97,529.00

Category / Project Budget

Services and Charges

Program Category / Project Name

1010.1210.5314.00

Account Number

\$

21,847.00

Funds Used to Date

Human Resources

Program / Project Category Name

\$

75,682.00

Project Number

Remaining Balance

General

Fund Name

Budgeted Item

☒ XX

Budget Adjustment Attached

☐



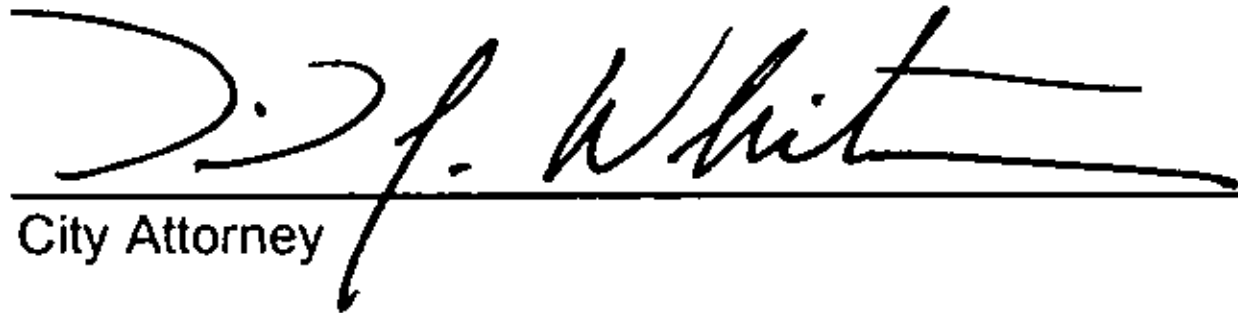
Department Director

4-24-06

Date

Previous Ordinance or Resolution #

Original Contract Date:



City Attorney

4/24/06

Date

Original Contract Number:



Finance and Internal Service Director

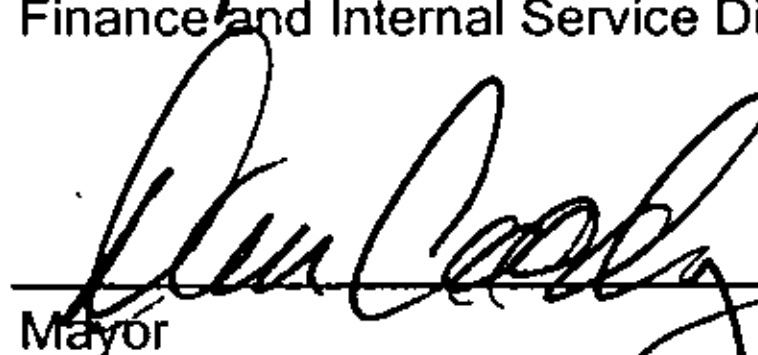
4-24-06

Date

Received in City Clerk's Office

ENTERED

4/21/06



Mayor

4/25/06

Date

Received in Mayor's Office

ENTERED

4/24/06

Comments:



Special City Council Meeting April 25, 2006

CITY COUNCIL AGENDA MEMO

TO: Mayor Dan Coody and the City Council

THRU: Gary Dumas, Operations Director *GD*

FROM: Michele Bechhold, Human Resources *MB*

DATE: April 18, 2006

SUBJECT: Approval of a Contract with Johanson Group for Consulting Services

Recommendation

Staff recommends approval of a contract with Johanson Group in the amount of \$30,000 for the identification of salary survey benchmark jobs and development of updated job descriptions for these positions and all other City positions. Scope of work for this contract also includes a comparative study of the numbers and titles of position descriptions within the City and within other cities offering similar services.

Background

In February, Staff made a recommendation to Council that the City retain a consulting firm to completely rework the classification and compensation program. Through the 2005 salary survey process a number of questions were raised about the City's compensation practices.

- What is the City's compensation philosophy?
- What are the appropriate labor markets to survey?
- Should cost of living or cost of labor adjustment factors be applied to survey data?
- How should the value of benefits be considered?
- Should the voluntary quit rate impact implementation of the salary survey results?

In March, Mayor Coody appointed four Council members to serve on an Ad Hoc Compensation Committee. This Committee is charged with developing a recommendation which offers a citywide compensation philosophy and defines labor markets for the salary survey process for Council consideration. Members of this Committee will also participate in the selection of consulting firms to update the City's entire classification and compensation system.

The Committee has encouraged employees to provide them with feedback about the compensation and benefit plans by email, comment forms and scheduled group meetings. The last employee feedback meeting is scheduled for April 20. The Committee has also requested management's position on key policy components. Following the April 20 meeting, the Committee will begin to formulate its recommendations to City Council.

Discussion

At the March 30 committee meeting the project timeline was discussed. The City's stated goal is to have the consultant's report of implementation costs for the new classification and compensation program by September 15, 2006. The Committee and Staff discussed bidding

the project out in phases in order to keep moving forward while the Committee continues its work on the recommendation to Council. It was determined that this approach would best support the City's timeline. The Committee directed Staff to initiate the professional selection process for a consultant to define the benchmark jobs for the salary survey and update these job descriptions as well as all City job descriptions. The Request for Proposals was issued on April 4 and the bid opening was set for April 19 at 4:00pm. On April 21 the Selection Committee met and selected the Johanson Group.

Procurement Method

This firm was selected following a professional selection method which included the required notification/advertisement process. Three proposals were received and are listed below.

Firm	Location
The Archer Company	Rock Hill, South Carolina
Johanson Group	Fayetteville, Arkansas
K.R. Moore & Associates	The Woodlands, Texas

Budget Impact

The 2006 Human Resources budget contains \$30,000 for the review of the City's compensation plan.

Staff is available to answer any questions you may have.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF \$30,000.00 WITH JOHANSON GROUP TO IDENTIFY SALARY SURVEY BENCHMARK JOBS AND DEVELOP UPDATED JOB DESCRIPTIONS FOR ALL CITY POSITIONS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract in the amount of \$30,000.00 with Johanson Group to identify salary survey benchmark jobs and develop updated job descriptions for all city positions. A copy of the contract, marked Exhibit "A" is attached hereto and made a part hereof.

PASSED and APPROVED this 25th day of April, 2006.

APPROVED:

By:

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

DRAFT

CONTRACT FOR SERVICES

Classification and Compensation System, Phase One-Job Descriptions

This Agreement is made and entered into by and between the CITY OF FAYETTEVILLE, Arkansas, 113 W. Mountain Street, Fayetteville, AR, 72701 and JOHANSON GROUP, 2928 McKee Circle, Suite 123, Fayetteville, AR 72703; and

WHEREAS, the Fayetteville City Selection Committee, after reviewing responses to Request for Proposal 06-06 and interviewing finalists, selected JOHANSON GROUP on April 21, 2006, to conduct a Classification and Compensation System, Phase One: Job Descriptions for the CITY OF FAYETTEVILLE; and,

WHEREAS, the JOHANSON GROUP desires to conduct the Classification and Compensation System, Phase One: Job Descriptions for the consideration set forth below.

NOW THEREFORE, the CITY OF FAYETTEVILLE and JOHANSON GROUP agree to the promises, conditions, terms and agreements set forth below:

1. JOHANSON GROUP agrees to provide all the staff, facilities, materials, equipment and labor necessary to carry out, in good faith, the complete requirements of the project specified in strict conformity with all sections of the **RFP # 06-06**, whose program services together with the Consultant's Proposal, the Advertisement for Bids, Instructions to Proposers, General Conditions, Representations, this Agreement, and all addenda hereto, shall form essential parts of this Agreement as if fully set forth and contained herein.

2. JOHANSON GROUP agrees to commence the project included in this Contract on a date to be specified in a written Notice to Proceed and shall be fully completed with the project no later than June 30th, 2006.

3. JOHANSON GROUP agrees to submit a progress report to Fayetteville City Council at each of their regular agenda sessions to keep them informed of the status of the project until its completion.

4. CITY OF FAYETTEVILLE agrees to pay JOHANSON GROUP, for the performance of this Contract in accordance with the **Fee Schedule**, attached, in an amount not to exceed Thirty Thousand Dollars, (\$30,000.00).

5. CITY OF FAYETTEVILLE and JOHANSON GROUP agree that the RFP #06-06, the Consultant's Proposal, the Advertisement for Bids, Instructions to Proposers, General Conditions, Representations, this Agreement, and all addenda hereto annexed or attached, form the Contract and are as fully a part of the Contract as if attached or herein repeated.

6. CITY OF FAYETTEVILLE shall have 30 working days from approval by the Project Manager in which to pay JOHANSON GROUP; subject to any documentation requests by CITY OF FAYETTEVILLE as necessary to allow CITY OF FAYETTEVILLE to evaluate the completeness and accuracy of monies due.

7. To the fullest extent permitted by laws, statutes, rules and regulations, JOHANSON GROUP shall indemnify and hold harmless CITY OF FAYETTEVILLE, and its Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of attorneys and other professionals and all court costs, arising out of or resulting from performance of the Work, but only to the extent caused in whole or in part by acts or omissions of JOHANSON GROUP, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party for the other party's sole negligence. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph nor to have any effect upon the city's statutory immunity.

8. JOHANSON GROUP agrees to comply with the laws of the State of Arkansas. JOHANSON GROUP agrees to subject itself to the jurisdiction and venue of the Courts of Washington County, State of Arkansas as to all matters and disputes arising or to arise under this Agreement and the performance thereof, including all issues relating to liability for taxes, licenses or fees levied by the State.

9. JOHANSON GROUP assumes sole responsibility for completion of the work undertaken pursuant to this Agreement. CITY OF FAYETTEVILLE shall consider JOHANSON GROUP the sole point of contact with regard to contractual matters. Subcontracting of any part of the work or service contemplated by this Agreement may not be entered in by JOHANSON GROUP without prior written approval by CITY OF FAYETTEVILLE.

10. No assignment or transfer of this Agreement or any right accruing here under shall be made in whole or in part by JOHANSON GROUP without the express written consent of CITY OF FAYETTEVILLE.

11. Freedom of Information Act: CITY OF FAYETTEVILLE contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

12. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council **in advance** of the change in scope, cost or fees.

13. A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement. Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Agreement shall not be affected but shall remain in full force and effect.

14. The provisions, covenants, and conditions in this Agreement apply to and bind the parties, their legal heirs, representatives, successors and assigns.

15. No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties hereto.

16. This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous Agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Agreement if they alter, vary or contradict this Agreement. JOHANSON GROUP and CITY OF FAYETTEVILLE, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

WITNESS our hands this _____ day of _____, 2006.

JOHANSON GROUP

CITY OF FAYETTEVILLE

By: _____

By: _____
DAN COODY, Mayor

Printed Name & Title

ATTEST:

ATTEST:

Printed Name & Title

Sondra Smith, City Clerk

City Of Fayetteville

(Not a Purchase Order)

Vendor #: _____ Vendor Name: _____

Address: _____

Johanson Group

Fob Point:

Requisition No.:

Date: 4/21/2006

Expected Delivery Date:

Mail Yes: _____ No: X

Taxable Yes: X No: _____

Quotes Attached Yes: _____ No: _____

City: _____ State: _____

Zip Code: _____

Ship to code: _____

Division Head Approval: *[Signature]*

Requester: Pam Ferguson

Requester's Employee #: 2134

Extension: 292

Item Description Quantity Unit of Issue Unit Cost Extended Cost

Account Numbers 1010.1210.5314.00

Project/Subproject #

Inventory #

Fixed Asset #

1 Consultant for Job Classification system 1

\$30,000.00

1010.1210.5314.00

2 \$0.00

3 \$0.00

4 \$0.00

5 \$0.00

6 \$0.00

7 \$0.00

8 \$0.00

9 \$0.00

10 \$0.00

Shipping/Handling Lot \$0.00

Special Instructions:

Subtotal: \$30,000.00

Tax: \$30,000.00

Total: \$30,000.00

Approvals:

Mayor: _____ Department Director: *[Signature]*

Finance & Internal Services Director: _____ Budget Manager: _____

Dispatch Manager: _____ Utilities Manager: _____

Purchasing Manager: _____

IT Manager: _____

Other: _____