

BILL NO. S-17-02-19

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving the awarding of AGREEMENT FOR HUMAN RESOURCES CONSULTING SERVICES (\$201,800.00) by the City of Fort Wayne, Indiana, and SPRINGSTED, INC. for the HUMAN RESOURCES DEPARTMENT.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That AGREEMENT FOR HUMAN RESOURCES CONSULTING SERVICES between the City of Fort Wayne, and SPRINGSTED, INC. for the HUMAN RESOURCES DEPARTMENT, respectfully for:

human resources consulting services including a classification and compensation study;

involving a total cost of TWO HUNDRED ONE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS - (\$201,800.00) all as more particularly set forth in said AGREEMENT FOR HUMAN RESOURCES CONSULTING SERVICES (\$201,800.00) which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

AGREEMENT FOR HUMAN RESOURCES CONSULTING SERVICES

THIS AGREEMENT is made as of the 14th day of March, 2017, by and between, the City of Fort Wayne, Indiana ("Client") and Springsted Incorporated ("Consultant").

WHEREAS, the Client wishes to retain the services of the Consultant on the terms and conditions set forth herein, and the Consultant wishes to provide such services;

NOW, THEREFORE, the parties hereto agree as follows:

1. Services. Consultant shall provide human resources consulting services to the Client to provide a classification and compensation study. The scope of services to be provided is set forth in the February 10 scope of services which is hereby made a part of this agreement.
2. Compensation (Classification Plan and Compensation Plan). The Client shall compensate the Consultant for these services for a fee of \$201,800, which includes professional fees and project-related expenses in the manner set forth in the February 10 scope of services. Consultant will invoice Client for work completed based on the following schedule:

Time of Invoice	Percentage Invoiced	Cumulative Percentage Invoiced
Completion of Project Initiation	25%	25%
Completion of Position Analysis Questionnaires	25%	50%
Distribution of Salary Survey	20%	70%
Completion of Draft Pay Structure(s)	20%	90%
Completion of Final Report	10%	100%

3. Compensation (Maintenance). The Client shall compensate the Consultant for maintenance services for a fee of \$10,000. Services shall be billed as incurred and invoiced monthly.
4. Term and Termination. This Agreement shall commence as of the date hereof, and shall continue until terminated by either party by written notice given at least 60 days before the effective date of such termination, provided that no such termination shall affect or terminate the rights and obligations of each of the parties hereto with respect to any project, whether or not complete, for which the Consultant has provided services prior to the date that it received such notice.
5. Indemnification; Sole Remedy. The Client and the Consultant each hereby agree to indemnify and hold the other harmless from and against any and all losses, claims, damages, expenses, including without limitation, reasonable attorney's fees, costs, liabilities, demands and cause of action (collectively referred to herein as "Damages") which the other may suffer or be subjected to as a consequence of any act, error or omission of the indemnifying party in connection with the performance or nonperformance of its obligations hereunder, less any payment for damages made to the indemnified party by a third party. Notwithstanding the foregoing, no party hereto shall be liable to the other for Damages suffered by the other to the extent that those Damages are the consequence of: (a) events or conditions beyond the control of the indemnifying party, including without

limitation changes in economic conditions; (b) actions of the indemnifying party which were reasonable based on facts and circumstances existing at the time and known to the indemnifying party at the time the service was provided; or (c) errors made by the indemnifying party due to its reliance on facts and materials provided to the indemnifying party by the indemnified party. Whenever the Client or the Consultant becomes aware of a claim with respect to which it may be entitled to indemnification hereunder, it shall promptly advise the other in writing of the nature of the claim. If the claim arises from a claim made against the indemnified party by a third party, the indemnifying party shall have the right, at its expense, to contest any such claim, to assume the defense thereof, to employ legal counsel in connection therewith, and to compromise or settle the same, provided that any compromise or settlement by the indemnifying party of such claim shall be deemed an admission of liability hereunder. The remedies set forth in this paragraph shall be the sole remedies available to either party against the other in connection with any Damages suffered by it.

Confidentiality; Disclosure of Information.

5.1 Client Information. All information, files, records, memoranda and other data of the Client which the Client provides to the Consultant or which the Consultant becomes aware of in the performance of its duties hereunder ("Client Information") shall be deemed by the parties to be the property of the Client. The Consultant may disclose the Client Information to third parties in connection with the performance by it of its duties hereunder.

5.2 Consultant Information. The Client acknowledges that in connection with the performance by the Consultant of its duties hereunder, the Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of the Consultant ("Consultant Information"). The Client acknowledges that all Consultant Information, except reports prepared by the Consultant for the Client, is confidential and proprietary to the Consultant, and agrees that the Client will not, directly or indirectly, disclose the same or any part thereof to any person or entity except upon the express written consent of the Consultant.

6. Miscellaneous.

6.1 Delegation of Duties. The Consultant shall not delegate its duties hereunder to any third party without the express written consent of the Client.

6.2 No Third Party Beneficiary. No third party shall have any rights or remedies under this Agreement.

6.3 Entire Contract; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral negotiations, understandings or agreements with respect hereto. This Agreement may be amended in whole or in part by mutual consent of the parties, and this Agreement shall not preclude the Client and the Consultant from entering into separate agreements for other projects.

6.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

6.5 Severability. To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.

6.6 Notice. All notices required hereunder shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to the Client:

City of Fort Wayne, Indiana
200 East Berry St., Suite 425
Fort Wayne, IN 46802

If to the Consultant, to:

Springsted Incorporated
380 Jackson Street
Suite 300
St. Paul, MN 55101-2887

The foregoing Agreement is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

FOR CLIENT

SPRINGSTED INCORPORATED

Name
Title

Bonnie Matson
Principal

ATTACHMENT A
Proposal/Work Plan

Classification Plan

- Identify and meet with key City stakeholder groups which shall include, but is not limited to, City management, mid-management staff, and a City employee compensation/classification committee. The consultant will propose the number of meetings needed for effective communication and outreach of the project which shall include an interim meeting to review progress and direction.
- Review background information created by the City for all positions in the organization, gather employee questionnaires, and conduct interviews and/or job audits as needed to gather additional information on the position(s).
- Review other information as needed, such as organizational charts, budgets, personnel rules and regulations, collective bargaining agreements, and other related information.
- Create and recommend a classification structure that quantitatively evaluates the job content of each position using a methodology that will construct a relative ranking of positions.
- Determine the appropriate Fair Labor Standards Act (FLSA) (exempt/non-exempt) designation for select positions.
- Educate and train City staff on the methodology used to create the classification structure and classification assignments so that it may be properly implemented and maintained by the City in the future.

Compensation Plan

- Meet with key stakeholder groups identified by the City regarding the classification study to explain the study and processes to be used. The consultant will propose the number of meetings needed for effective communication and outreach of the project which shall include an interim meeting to review progress and direction.
- Identify comparable organizations and the appropriate labor market (local, regional, and state wide) for position classifications and conduct a comprehensive compensation survey to gather sufficient data to provide recommendations.
- Analyze existing compensation plans, identify problem areas and propose implementation methods to correct.
- Recommend an appropriate compensation level and percent spread for each existing or proposed position based on the market survey and the analysis of internal relationships.
- Develop recommendations and an instrument for the implementation, ongoing internal administration and maintenance of any recommended compensation plan and cost estimates.
- Present data-driven rationale for recommendations in written report, and present the new compensation plan and implementation process in person with key stakeholder groups to educate the group and answer questions.

- Educate and train City staff on the methodology used and the compensation system to properly implement and maintain the total compensation program in the future.

Maintenance

- Provide appropriate forms for obtaining information from department heads and staff concerning requests for development of new position descriptions and reclassification of existing positions.
- Recommend, utilizing the City's adopted SAFE system, reclassification of submitted positions (up to fifty [50]). Written recommendations shall include suggested grade assignments for reclassified positions within the City's adopted salary schedule.

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COUNCIL DIGEST SHEET

Enclosed with this introduction form is related material from the vendor(s) who submitted bid(s). The City Compensation Committee is providing this information to Council as an overview of this award.

RFPs, BIDS, OTHER PROJECTS

Bid/RFP#/Name of Project	City Compensation Analysis
Awarded To	Springsted, Inc.
Amount	\$201,800
Conflict of interest on file?	☒ Yes ☐ No
Number of Registrants	Request for Qualifications sent to 14 vendors
Number of Bidders	5
Required Attachments	RFPs – attach Award Matrix; Bids – attach Tab Sheet

EXTENSIONS

Date Last Bid Out	
# Extensions Granted To Date	

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	
Sole Source/ Compatibility Justification	

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	☒ Yes ☐ No <i>If no, explain below</i>
If not lowest, explain	

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	
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DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	Seek Common Council approval of a professional services agreement to the awarded vendor to provide a classification and compensation study for the City.

REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	

FUNDING SOURCE

<i>Account Information.</i>	Proceeds from the sale of real estate located at Liberty Mills Rd and Ellison Rd.

Public Hearing Date, if applicable _____

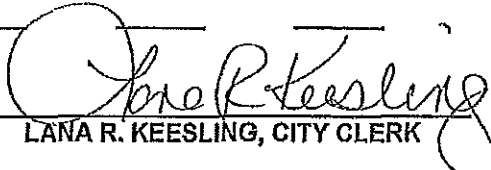
Read the first time in full and on motion by Councilman _____

Read the second time by title and referred to the _____

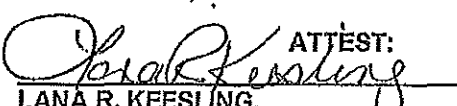
Committee. Read the third time in full and on motion by Councilman _____
_____ placed on passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	_____	_____	_____	_____
ARP	_____	_____	_____	_____
BARRANDA	_____	_____	_____	_____
CRAWFORD	_____	_____	_____	_____
DIDIER	_____	_____	_____	_____
ENSLEY	_____	_____	_____	_____
FREISTOFFER	_____	_____	_____	_____
HINES	_____	_____	_____	_____
JEHL	_____	_____	_____	_____
PADDOCK	_____	_____	_____	_____

DATED: _____

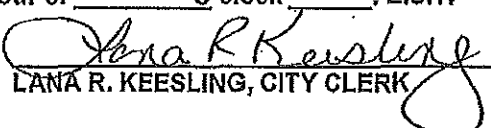

LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE
(RESOLUTION) NO. _____ on the _____ day of _____
_____, 2016


ATTEST:
LANA R. KEESLING,
CITY CLERK


PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____ day
of _____, 2016, at the hour of _____ O'clock _____, E.S.T.


LANA R. KEESLING, CITY CLERK

Approved and signed by me this _____ day of _____
2016, at the hour of _____ O'clock _____, E.S.T.

THOMAS C. HENRY, MAYOR