



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 10/18/2016
PAGE: 1 of 9

SUBJECT: Consideration of the Stennis Staffing Study contract proposal for the City of Starkville 2016 Salary Study of Comparable Municipal Salaries and Job description review.

AMOUNT & SOURCE OF FUNDING: \$8,250

AUTHORIZATION HISTORY: Board approved the Mayor to negotiate a contract on September 6, 2016.

**REQUESTING
DEPARTMENT:** Mayor

**DIRECTOR'S
AUTHORIZATION:** Mayor Parker Wiseman

SUGGESTED MOTION: Approval of the Stennis Staffing Study contract proposal for the City of Starkville 2016 Salary Study of Comparable Municipal Salaries and Job description review.



Stennis Institute of Government and Community Development
Mississippi State University
Post Office Drawer LV
Mississippi State, MS 39762

August 30, 2016

RE: City of Starkville Mississippi 2016 Salary Study
of Comparable Municipal Salaries and Job Description Review

Mayor Parker Wiseman
City of Starkville
110 W Main Street
Starkville, MS 39759

Dear Mayor Wiseman:

In our discussions you have indicated that the City of Starkville is interested in a salary survey to determine if municipal salaries are comparable to those of other Mississippi municipalities.

One of the technical services provided by Stennis Institute is the Comparative Salary Survey, which assists municipalities and counties in assessing their pay and promotion schedules. At present, Stennis has in hand the employee roster and pay schedule for Starkville's 329 full-and part-time employees in eight departments. In order to perform the compensation study and job description review, we'll also need existing job descriptions, if they are available, and any other compensation plans currently used by the city.

Deliverables for the Salary Comparison Study

- A minimum of 30 similar municipalities and relevant government entities. Municipalities with populations within an approximate 10 percent range of Starkville's 23,888 population will be surveyed. The communities will be located primarily in Mississippi, Alabama, Arkansas, Louisiana, and Tennessee.
- A spreadsheet assigning each position a Grade and Step on the Stennis Grade/Step Matrix, which projects raises and promotions over a 20-year horizon; and reporting survey responses including the survey mean, median, and mode, as well as the percent of the mean salary and money value of that percent being paid by Starkville for each position surveyed. Percentiles for 25, 50, and 75 percent of the mean will provide entry, mid, and high salaries for each position. Mean salaries from the US Department of Labor Bureau of Labor Statistics and O-net will be reported for each position.
- A Report presenting the Survey and Review findings. Both hardcopy and electronic versions of the Report will be delivered.

Deliverables for the Review and Update of Job Descriptions

- Review of 124 existing Job Descriptions in eight municipal departments.
- Representative interviews with 10 percent of each department workforce and/or recommended representatives to determine current job duties.
- Recommendations regarding updates to municipal Job Descriptions.
- Update of municipal Job Descriptions.
- Hardcopy and electronic versions of the updated municipal Job Descriptions.

Here is a breakdown of the cost of the survey:


<i>Fixed Price Salary Comparison Study</i>	\$6,750
<ul style="list-style-type: none">• Data gathering, compilation and analysis• Report writing and revisions• TBD number of copies of the Final Report• Electronic copy of the Report	
<i>Fixed Price for Update of Job Descriptions</i>	\$1,500
<ul style="list-style-type: none">• Review of 124 existing Job Descriptions• On-site Employee Interviews• TBD number of copies of the Final Job Descriptions• Electronic copy of the Final Job Descriptions	
TOTAL	\$8,250

Payment Terms:

50% payment upon signing with remaining
50% payment due upon completion.

Both I and Matt Peterson, Research Associate, will be conducting the survey, analyzing the data, writing the report, and presenting to the Board. As yet, a deadline for delivery has not been established. Before we can begin work, we will need approval by your Board, your signal to commence, and the signed proposal agreement. The approved Mississippi State University Sponsored Programs contract will run for the duration of the project to allow for document revisions and the final presentation.

Sincerely,



Claudette Jones, Research Associate
Stennis Institute of Government
and Community Development
Mississippi State University
662-325-2136

Stennis Institute of Government and Community Development at Mississippi State University

Tentative Selection of Municipalities to be Surveyed

State	Municipality	Pop.	State	Municipality	Pop.
MS	Horn Lake	26,766	AR	Bella Vista	27,688
MS	Pearl	26,388	AR	Paragould	27,465
MS	Madison	25,455	AR	Cabot	25,627
MS	Clinton	25,411	AR	West Memphis	25,423
MS	Ridgeland	24,221	AR	Searcy	23,983
MS	Vicksburg	23,392	AR	Van Buren	23,070
MS	Columbus	23,248	LA	Slidell	27,622
MS	Brandon	23,156	LA	Prairieville	26,895
MS	Pascagoula	22,224	LA	Terrytown	23,319
MS	Oxford	21,757	LA	Ruston	22,301
MS	Oktibbeha County	47,671	TN	Bristol	26,729
MS	Lowndes County	59,779	TN	St. Bethlehem	26,101
MS	Clay County	20,634	TN	Farragut	21,687
MS	Lafayette County	47,351	TN	East Ridge	21,317
AL	Bessemer	26,949	TN	Shelbyville	21,037
AL	Homewood	25,802			
AL	Northport	24,709			
AL	Smiths	24,633			
AL	Athens	24,522			
AL	Daphne	24,395			
AL	Pelham	22,699			
AL	Anniston	22,457			
AL	Prichard	22,312			



MISSISSIPPI STATE UNIVERSITY™

Fixed Price Research Agreement

BETWEEN

City of Starkville

AND

Mississippi State University

Agreement No: Banner Proposal # S17000350	Sponsor Name: City of Starkville		
Project Period Start: Oct 16, 2016	Sponsor Address: 110 West Main Street		
Project Period End: May 1, 2017	Sponsor City: Starkville	Sponsor State: MS	Sponsor Zip: 39759
Contract Amount: \$8,250.00	ATTN: Stephanie Halbert		
Subject: City of Starkville Mississippi 2016 Salary Study of Comparable Municipal Salaries and Job Description Review			

Mail Invoice To:			Remit Payment To:		
Name: City of Starkville			Name: Mississippi State University		
Address: 110 West Main Street			Address: P.O. Box 5227		
City: Starkville	State: MS	Zip: 39759	City: Mississippi State University	State: MS	Zip: 39762
ATTN: Stephanie Halbert			ATTN: Sponsored Programs Accounting		

Types of Funds

Please indicate whether or not you will be using any Federal funds to pay MSU (yes or No). If yes, please indicate the CFDA # (Catalog of Federal Domestic Assistance).

Mississippi State University agrees to perform under this agreement as outlined in the Schedule attached hereto. The rights and obligations of the parties to this agreement shall be subject to and governed by this Agreement.

Mississippi State University:		Sponsor:	
<input type="text"/>	Date:	<input type="text"/>	Date:
Name: Jennifer Easley		Name: Parker Wiseman	
Title: Director, Office of Sponsored Projects		Title: Mayor	

Schedule

Fixed Price Research Agreement

Between

City of Starkville

AND

Mississippi State University

WHEREAS: This contract is entered into between [City of Starkville], hereinafter referred to as Sponsor, and Mississippi State University, an institution of higher education of the state of Mississippi, located in Starkville, Mississippi, hereinafter referred to as University.

WHEREAS: The Sponsor desires services in accordance with the scope of work outlined within this agreement, and

WHEREAS: The performance of such service is consistent, compatible and beneficial to the academic role and mission of the University as an institution of higher education and, in consideration of the mutual premises and covenants contained herein, the parties hereto agree as follows:

1. SCOPE OF WORK

The University agrees to provide its reasonable efforts in performing the work set forth herein and within the estimates provided below.

The University will assist the Sponsor in the conduct of the programs and projects of the Sponsor in accordance with the University's proposal as described in **Appendix A** which is attached hereto and by reference incorporated herein.

2. PERIOD OF PERFORMANCE

The period of performance of this contract shall begin on Oct 16, 2016 and shall not extend beyond May 1, 2017 unless such period is extended in writing by both parties.

3. COMPENSATION

A. The Sponsor agrees to compensate the University for the performance of work under Article 1 above, in a fixed price amount of [\$8,250.00] during the period of performance of this contract set forth in Article 2 above.

B. The University shall submit invoices to the Sponsor as follows:

Date	Amount
Upon execution of contract	\$4,125.00
Upon project completion	\$4,125.00
Upon Final Report	

Invoices will be sent to [City of Starkville]. Compensation shall be in the form of checks made payable to "Mississippi State University" and mailed to Ms. Denise Peebles, Assistant Controller for Sponsored Programs Accounting.

Office of the Controller
P.O. Box 5227
Mississippi State, MS 39762

4. AUDIT

Notwithstanding any other conditions of this contract, the books and records of the University will be made available upon request at the University's regular place of business, for audit by personnel authorized by the Sponsor. Additionally, financial records, supporting documents and other records pertinent to this contract shall be retained by the University for a period of three (3) years from the date of submission of the final expenditure report. The period of access and examination described above for the records which relate to (1) litigation or settlement, or (2) costs and expenses of this contract as to when exception has been taken by any of the organizations named above shall continue until such litigation, claims or exceptions have been disposed. The provisions of OMB Circular A-110 and A-133 are applicable to this contract and are incorporated herein by reference.

5. KEY PERSONNEL

[Claudette Jones] shall be designated as the University's Principal Investigator and shall be responsible for the conduct of the work by the University and shall not be replaced without the prior written approval of the Sponsor.

6. CONTROL OF RESEARCH

Control of research will rest entirely with University. However, it is agreed that University, through its Principal Investigator, will maintain continuing communication with a designated liaison for the Sponsor. The frequency and nature of these communications will be mutually defined by University's Principal Investigator and the Sponsor's liaison person.

The University's Principal Investigator is not authorized to change any element of this contract. All changes shall be consummated by formal written amendment signed by the authorized signatory of both parties to this contract.

7. REPORTS AND PUBLICATIONS

A. A final Technical Report is due within 90 days after the end of the performance period or after final data is collected, whichever comes first. A final Financial Report, which shall serve as the final invoice, is due within 90 days after the end of the performance period. The University through the assigned Principal Investigator or designee is responsible for communicating with Sponsor for all necessary forms and materials to complete this project by the stated date. The final payment for services from the Sponsor to the University will be made upon delivery of the final written report.

B. In all publications resulting from services performed under the contract, the University agrees to acknowledge the support of the Sponsor.

C. Sponsor shall be entitled to a royalty free right to make, use and sell product(s) or service(s) embodying Intellectual Property, as defined below, which is not (i) patented or otherwise protected by a patent application or trade secret status; (ii) for computer software, protected by copyright. Accordingly, Sponsor shall have the right to freely use or otherwise exploit any and all unprotected data and other contents of the final Technical Report for any purpose.

8. EQUIPMENT

The University has title to equipment purchased under this agreement.

9. INSPECTION

Designated representatives of the Sponsor (and for the Government, if appropriate) shall have the right to inspect and review the progress of work performed pursuant to this contract. Access shall be granted to facilities used or otherwise associated with the work performed and to all relevant data, test results, computations, or analyses used or generated under this contract when such inspections are conducted. All such inspections shall be conducted in such a manner as to not unduly delay the progress of work and the Sponsor shall give the University reasonable notice prior to conducting any such inspections. Inspection by the Sponsor shall not relieve the University of its responsibility to fully and formally report the details of the work set forth herein.

10. INTELLECTUAL PROPERTY

Definitions - Intellectual Property - means individually and collectively all inventions, improvements, or discoveries and all works of authorship, excluding articles, dissertations, theses, and books, which are generated in the performance of the services agreement during the Contract Period.

Patents, Inventions or Computer Software

All rights and title to Intellectual Property conceived and first reduced to practice by University employees in the performance of this services agreement during the Contract Period belong to University and are subject to the terms and conditions of this agreement. All rights and title to Intellectual Property conceived and first reduced to practice by Sponsor's employees in the performance of this research agreement during the Contract Period belong to the Sponsor. Intellectual Property conceived and first reduced to practice jointly by University and Sponsor employees will be jointly owned.

Where the deliverable, scope or purpose of this agreement is to develop computer software, anything in this agreement to the contrary notwithstanding, the deliverable shall be an executable format of the software and does not include source code.

In recognition of Sponsor's contribution to this project, University agrees to give Sponsor first right of refusal to negotiate an exclusive license to University owned intellectual property developed as a result of this project.

Scholarly Works

Under University policy, the investigators own copyright in their Scholarly Works. Scholarly Works resulting from the research program are not subject to the term of this section. As used herein, Scholarly Works shall mean articles, dissertations, theses, and books which may be published or otherwise disposed by the authors.

11. EQUAL EMPLOYMENT OPPORTUNITY

The University agrees to comply with the provisions of Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41CFR part 60 to "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

12. INDEPENDENT PARTIES

The University is and will be acting as an independent party in the performance of this work and the University will be responsible for official actions/inactions of university employees or agents in the scope of their official employment. The University, by State law, maintains worker's compensation insurance covering all university employees.

It is not intended that the University would become liable to third parties by virtue of this agreement, nor does the University waive, hereby, any immunity it may have, including sovereign immunity and immunity arising under the 11th amendment of the United States Constitution.

13. TERMINATION

This agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

14. DISPUTES

Any dispute concerning a question of fact arising under this contract shall be resolved in the following manner: In the event of disagreement, the University and the Sponsor shall present their position in detail to the other party in writing, and both the University and the Sponsor hereby agree to negotiate in good faith to effect an equitable voluntary settlement.

15. LOBBYING

Funds awarded under this contract cannot be used by the University, or any agent acting for the University, to engage in any activities designed to influence the legislation or appropriations pending before Congress. Costs associated with such activity (commonly referred to as "lobbying") are unallowable as charges to this contract.

16. PROCUREMENT AND FINANCIAL MANAGEMENT STANDARDS

The University's financial management and procurement standards shall meet the requirements of Subpart C to OMB Circular A-110.

17. DRUG FREE WORKPLACE

The University certifies that it is in compliance with the provisions of the Drug Free Workplace Act (PL100-690)

18. DEBARMENT

The University certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Prime. The University shall comply with the regulations found at 45CFR Part 620, "Government-wide Debarment and Suspension (Non-procurement)."

19. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the State of Mississippi, excluding its conflict and choice of laws provisions.

--END--