



## **REQUEST FOR PROPOSAL**

Ogden City Corporation

### **Salary Benchmarking for Elected Officials and the Chief Administrative Officer**



Prepared by Ross Watkins

Office of the City Council

September 9, 2021

**OGDEN CITY COUNCIL**  
**REQUEST FOR PROPOSAL**  
**Salary Benchmarking for Elected Officials and the Chief**  
**Administrative Officer**

Ogden City Corporation is requesting sealed proposals from qualified firms to conduct a benchmark compensation study of the city's elected officials and the Chief Administrative Officer (CAO).

Proposal packets are available and may be obtained by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Responses to this RFP shall be submitted to the office of the City Purchasing Agent, c/o 1<sup>st</sup> Floor Information Desk, 2549 Washington Boulevard, Ogden, Utah, **no later than 2 PM, October 13, 2021. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the City's best interest.

Ogden City encourages and welcomes bids from local, women, and minority-owned businesses and other disadvantaged business enterprises.

**Published:** September 11 & 18, 2021

**OGDEN CITY COUNCIL**  
**REQUEST FOR PROPOSAL**  
**Salary Benchmarking for Elected Officials and the Chief**  
**Administrative Officer**

**Request for Proposal**

Ogden City Corporation is requesting proposals from qualified firms to conduct a benchmark compensation study of the city's elected officials and the Chief Administrative Officer (CAO). The study should take into consideration the salaries and benefits provided by similar governmental entities in relation to local and statewide trends. The consulting firm will develop and implement a report with recommendations to ensure the city has an attractive, cost-effective, fair, competitive, and equitable total compensation package for the CAO, and reasonable compensation for the elected officials.

**I. BACKGROUND**

In 2018 the Ogden City Council approved an amendment that would establish salaries for councilmembers at \$17,394 and required that this amount be adjusted annually to match percentage increases given to nonmerit special employees in the annual pay plan.

To compensate for additional work required of the Chair and Vice-Chair, the ordinance provided a 12% and 6% pay differential respectively. The mayor's salary was established in a similar way, with a base wage established at \$108,857 (effective 1/3/2012), and annual increases to match those of non-merit special employees.

In 2020 a compensation study was performed by a consultant to provide the city with up-to-date, competitive salary ranges for most positions within the city. The scope of the study did not, however, cover compensation for elected officials.

The CAO was also excluded from the study because CAO or City Manager salaries are generally negotiated and established by contract.

In 2021, the city administration proposed salary ranges for elected officials. The City Council rejected the notion of using salary ranges for elected officials and directed that a benchmarking study be complete for elected officials and the CAO.

The Ogden City Council is requesting proposals from qualified consulting firms knowledgeable in public sector job classifications, job analysis, and compensation structures—particularly relating to elected officials.

## II. OVERVIEW

*“The Municipal government of Ogden City shall be the Council-Mayor form of government as provided under the Optional Forms of Municipal Government Act, Utah code Annotated title 10, chapter 3, part 12, as amended. The City government is vested in two (2) separate, independent and equal branches of Municipal government: the executive branch consisting of a Mayor, a Chief Administrative Office and the administrative departments and officers; and the legislative branch consisting of a Municipal Council having (7) members.” – Ogden City Code 2-1-1*

Often called the “strong mayor” form of government, the city functions with a full-time Mayor, full-time Chief Administrative Officer, and a part-time City Council. The functions of each are listed below.

### **City Council**

The City Council operates as the legislative body for the city. The council is made up of seven elected citizens of the city: four members are elected from four separate political districts, and three members are elected at-large. The Council meets in a public setting 2-3 times per month and is responsible for setting policy

for the City. The City Council also functions as the Redevelopment Agency, which oversees redevelopment projects throughout the city. This agency typically meets once per month.

Councilmembers are part-time employees of the city and are entitled to the same benefits that full-time employees receive. These benefits include retirement, health insurance, and participation in Social Security. Salaries are established by Ogden Municipal Code §2-3-6, which states that wages are to be set by the annual budget process and may be increased *“through the annual budget process if a total compensation benchmarking study of other Utah cities shows an increase is warranted”*. The section in the Municipal code that states that salaries shall be increased to match annual cost of living increases given to nonmerit special employees is under review. The Council Chair and Vice Chair are given an extra 12% and 6%, respectively, as a pay differential for additional responsibilities. Current salaries were established in the city’s FY2022 Budget, and are shown here:

City Council Chairperson: \$21,914.08

City Council Vice Chairperson: \$20,740.11

City Council Members: \$19,566.14

## **Mayor**

The Ogden City Mayor is the chief executive officer of the city and performs his duties on a full-time basis. The mayor is elected at-large for a term of four years and does not have term limits. According to city code, *“The mayor may adopt administrative rules and policies controlling the business and personnel of the city.”* –Ogden City Code 2-2-4(A)

The mayor is responsible for all administrative operations of the city and, with the assistance of the Chief Administrative Officer, manages six departments: Legal, Public Services, Community and Economic Development, Management

Services, Police, and Fire. The mayor also acts as the executive director for the Redevelopment Agency.

The mayor is an elected, full-time employee who receives a yearly salary and the same benefits of other full-time employees (retirement, health insurance, and social security). The mayor is also entitled to a \$400/month vehicle allowance. The mayor's salary is established in the annual budget in the same way councilmembers' salaries are set and may increase when a benchmarking study merits an increase. The code section stating that the mayor may also receive yearly cost of living increases to match those of nonmerit special employees is under review. The mayor's salary was established in the city's FY2022 Budget, and is shown here:

Mayor: \$133,765.59

### **Chief Administrative Officer**

The Chief Administrative Officer (CAO) is an appointed position that serves at the discretion of the mayor. Ogden City Municipal code §2-2-2 states that *"the chief administrative officer shall be appointed on the basis of ability and prior experience in the field of public administration, together with such other qualifications as may be prescribed" and "exercise(s) such powers of administration and perform(s) such duties as the mayor shall prescribe."* The CAO is a full-time position and is compensated with the same benefits that other full-time employees receive (retirement, health insurance, and social security). The CAO's salary is established by the city's budgeting process. This year's budget (FY2022) shows the following salary range:

Chief Administrative Officer: \$115,409.12 to \$173,113.68

(This range was included in the 2020 Classification, Compensation and Benefit completed by Evergreen, LLC. However, it was not based on benchmarked data.)

## **Ogden City**

Ogden City is a city of the second class located in Northern Utah and is the principal city in the second largest metropolitan statistical area in Utah. According to 2019 US Census Bureau data, the population was estimated to be at 87,773, making it the seventh largest city in the State of Utah. The city's area is approximately 27.55 square miles, and most of this space is developed. Some 1,128 acres of Ogden City make up an area called the Business Depot Ogden, which is a space set aside for large-scale commercial and industrial production. The Business Depot Ogden is an important source of jobs for residents and revenue for Ogden City.

The Ogden City Corporation has approximately 635 budgeted full-time employees (including sworn police officers and firefighters) and over 143 part-time employees. Ogden City's six departments include: Legal, Public Services (includes Parks and Public Ways, Recreation, the Water, Sewer, Storm Utilities, and Golf Enterprise), Community and Economic Development (including the Airport Enterprise), Management Services (includes the Justice Court, Human Resources, Finance, Fleet and Facilities, and IT), Police, and Fire.

### **III. SCOPE OF WORK**

The study shall analyze complete compensation for Ogden City's elected officials and the CAO. Elected officials include the seven (7) city councilmembers and the mayor. Complete compensation includes salary, benefits, and any other stipends and/or allowances.

The following items may be taken into consideration when comparing compensation with other cities, taking into consideration best-practices and industry standards:

1. Size of city
2. Number of employees

3. Magnitude of services provided (some cities don't have their own police department, recreation services, airport, etc.)
4. Size of budget
5. Form of government
6. Part-time or full-time work status, and the scope of individual responsibility for each employee.
7. Location of city (benchmarking must be based off cities located in Utah).

The study should also provide the following information regarding compensation:

1. How do other cities determine the pay of newly elected officials (e.g., are newly elected officials brought in at the same salary as an elected official who has been serving for 15 years, or are salaries fixed regardless of experience)?
2. How are raises determined for elected officials and the CAO?
3. How often are benchmarking services performed for elected officials' compensation?

Particular attention will be given to consultants with experience comparing and benchmarking compensation for elected officials in local government.

#### **IV. RESPONSE TO REQUEST FOR PROPOSAL**

##### **Company Information**

Each Proposal must include, as a minimum, the following information:

1. Name, address, email, and telephone number of company submitting the proposal.
  - a. Include the name and contact information of the person designated as the firm's representative.
2. Evidence of Insurability.
3. A description of the firm's experience and capability of fulfilling this contract if awarded.

4. Company history with biographies and/or resumes for principal contacts.
5. A list of at least three (3) other public and/or private sector clients as references. Preference will be given for local government references.
6. A detailed narrative of the methodology to be employed in gathering current, comparable, and relevant compensation data.
7. The names of any outside consultants and/or subcontractors to be utilized, including contact information and a brief description of their role(s) in the project.
8. A tentative schedule for completing the study.
9. A “not to exceed” total cost for the study.
10. Any additional information, which, in the opinion of the consultant, would be relevant to the city’s evaluation process.
11. A written work plan outlining in detail how the consultant proposes to perform the services required.
12. A list of specific exceptions to any and all items, conditions and requirements contained in the RFP.
13. The signature of an authorized representative must appear on a transmittal letter of the consultant’s proposal. The transmittal letter should include a statement indicating the consultant’s willingness to comply with all the terms and conditions set forth in this Request for Proposal unless specific written exceptions are noted.

## **V. EVALUATION OF PROPOSALS**

Proposals will be evaluated in accordance with the following criteria:

- Methodology and resources
- Capability and experience
- References
- Cost/fee proposal

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. In the initial phase of the proposal evaluation process, the evaluation committee will review all proposals timely received. Nonresponsive proposals (those received after the deadline or not conforming to RFP requirements) will be eliminated. The remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration. Each bidder bears sole responsibility for the items included or not included in the response submitted by that bidder. The City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

At the conclusion of this initial evaluation phase, finalist proposals will be selected for detailed review and evaluation. The city may require an in-person presentation by a bidder to supplement their written proposal.

## **VI. WRITTEN AGREEMENT REQUIRED**

The selected consultant must be willing to negotiate and enter into a written agreement with Ogden City to provide all services required under the scope of services set forth in this solicitation or as may be modified by the written agreement.

## **VII. INSURANCE REQUIREMENTS**

The successful proposer shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

- a. The amount of insurance shall not be less than:
  - i) Commercial General Liability: Minimum of \$3,000,000 commercial general liability coverage with \$1,000,000 for each

occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent Contractor's liability (if applicable) written on an occurrence form. OR;

- Professional Liability: Minimum of \$1,000,000 aggregate with \$500,000 per occurrence

ii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.

b. Each insurance policy required by this Agreement shall contain the following clauses:

i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".

ii) "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

c. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:

i) "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."

d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in

writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.

- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents, and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each Contractor. All coverages for Contractor's contractors shall be subject to all the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees, or contractors upon the Premises during the License Period.

## **VIII. GENERAL TERMS AND CONDITIONS**

- A. If applicable, qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.

- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards including all Federal, State, and local rules and regulations.
- D. Ogden City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.

- I. Non-Collusion – The offeror guarantees the Proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers.

The selected company shall enter into a written agreement with Ogden City.

Ogden City reserves the right to cancel this Request for Proposal.

Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter contracts with more than one vendor.

- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder's webpage at: <https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

## **IX. NOTICE OF SELECTION**

The City Council hopes to select the consultant to perform the benchmarking study by November 25, 2021. The selected consultant will be notified as soon as possible. If a written agreement cannot be negotiated with the selected consultant

within a reasonable period of time after selection, the city reserves the right to terminate negotiations and select a consultant from among the other finalists.

**X. GOVERNING INSTRUCTIONS**

This Request for Proposal will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

**XI. PROJECT MANAGER – CITY CONTACT**

Ross Watkins, Council Policy Analyst will serve as the project manager and the contact for this project. Mr. Watkins can be reached at the Office of the Ogden City Council, 2549 Washington Boulevard, Suite 320, Ogden, Utah 84401; (801) 629-8629, or via email at [rosswatkins@ogdencity.com](mailto:rosswatkins@ogdencity.com).

**XII. PROPOSED WORK SCHEDULE**

Sep. 11 & 18, 2021	RFP Advertised—Call for Proposals
Oct. 13, 2021	Responses Due, No Later than 2 PM
Oct. 22, 2021	Internal Review Complete
Oct. 25, 2021	Finalists Notified
Nov. 15-17, 2021	Interviews/Selection
Nov. 25, 2021	City Council Interview/Approval
Dec. 7, 2021	Contract Completed
Jan. 1, 2021	Consultant Begins Work
Mar 31, 2022	Project Completion (Tentative)
Apr. 19, 2022	Report to City Council (Tentative)

**XIII. SUBMISSION OF PROPOSALS**

In order to be considered for award, the consultant must submit six (6) copies and an electronic PDF of the written proposal to Ogden City Purchasing, c/o the

1<sup>st</sup> Floor Information Desk, 2549 Washington Boulevard, Ogden, UT 84401 no later than 2 PM, October 13, 2021. The electronic copy may be included in a thumb drive.

All proposals will be delivered in a sealed package and “**Benchmarking Study**” must be marked in a conspicuous place on the outside of the package.

Proposals which are not received at the time and date specified herein will be considered late and will not be considered.

If the Proposal is submitted by mail or other delivery service, it must be addressed to the Purchasing Office, 2549 Washington Blvd, Suite 510, Ogden UT 84401, and it must be received prior to the submission deadline.

The Proposal may also be hand-carried to the 1st Floor Information Desk (west entrance of the building) at the same address.

No facsimile or email submittals will be accepted.

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

City offices are closed on holidays.

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