

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR EMPLOYEE COMPENSATION CONSULTING SERVICES
PURSUANT FORT BEND COUNTY RFP 16-037**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Evergreen Solutions, LLC (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide Employee Compensation Consulting Services pursuant to Fort Bend County RFP 16-037; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

- A. Contractor shall render Employee Compensation Consulting Services in accordance with Exhibit A to this Agreement. The Services shall address County's 500+ job descriptions and approximately 2400 full-time employees working in 80 departments /elected offices throughout the County and review the current compensation plan including seven salary schedules (policy groups), consisting of Admin/Clerical, Professional/Management, Law Enforcement, Civilian Services, Operations/Skilled Trades, Public Health, Emergency Medical Services.
- B. Contractor shall provide County with one or more written reports upon completion of Services in both paper and electronic form (in a customer readable format), to include all charts, schedules and any other appended documentation.
- C. Contractor shall communicate all requests for direction, factual or statistical information relating to Services to the County Human Resources Director. However, the County Human Resources Director shall not serve as the agent of Fort Bend County or the Commissioners Court for any purpose other than providing project management or conveying factual and statistical information. Contractor may rely on all factual or

statistical information supplied by the County Human Resources Director in response to these requests.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is \$38,500. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. Upon completion of the tasks one through five (1-5) and tasks six through nine (6-9) identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices half of the total contracted amount due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoices within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum certified as available by the Fort Bend County Auditor, specifically allocated to fully discharge any and all liabilities County may incur.

- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed \$38,500.

Section 5. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than 90 calendar days thereafter. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- B. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten

(10) calendar days after receipt of notice from County specifying such breach or failure.

2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.
- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with the Compensation and Payment Section above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in the Compensation and Payment Section above.
 - D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

The written report(s) created by Contractor in fulfillment of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, and at the time of payment under the Compensation and Payment Section for work performed.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or

approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Professional Liability insurance with limits not less than \$1,000,000.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 12. Indemnity

- A. **CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**
- B. Contractor shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Contractor in the defense of each matter.
- C. Contractor's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

- D. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.
- E. Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this request.
- F. The provision by Contractor of insurance shall not limit the liability of Contractor under an agreement.
- G. Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- H. Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or trade contractor providing such insurance.

Section 13. Confidential and Proprietary Information

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market,

transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 14. Independent Contractor

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 15. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County
ATTN: County Judge
401 Jackson Street
Richmond, TX 77469

With a copy to: Fort Bend County
Attn: Fort Bend County Human Resources Director
301 Jackson Street, Suite 243
Richmond, Texas 77469

Contractor: Evergreen Solutions, LLC
ATTN: Dr. Jeff Ling
2878 Remington Green Circle
Tallahassee, FL 32308

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 16. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 17. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 18. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 19. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 20. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 21. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 22. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 23. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 24. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 25. Entire Agreement

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto is Exhibit A Scope of Services, incorporated by reference as if set forth herein verbatim for all purposes.

Section 26. Conflict

In the event of conflict, the terms of this Agreement shall prevail over the contents of the attached Exhibit A.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2016.

FORT BEND COUNTY

EVERGREEN SOLUTIONS, LLC

Robert E. Hebert, County Judge

Authorized Agent- Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard , County Clerk

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

Attachments:

Exhibit A: Scope Of Service

Exhibit A

Scope of Service

1.0 *Understanding Scope of Work*

In this section we provide our understanding of the scope of work; our overall approach and methodology for completing this study; a detailed work plan, identifying the tasks, activities, and milestones necessary to accomplish the scope of work of the Request for Proposals (RFP); and a proposed timeline for completing all deliverables.

1.1 Understanding Scope of Work

Evergreen understands that Fort Bend County desires to hire an outside consultant to design and conduct a comprehensive compensation study and analysis for the County's full-time positions, including those under assignment to elected officials, as well as those assigned to various departments throughout the County. According to the scope of work of the RFP, the County desires the following tasks completed:

- *review current compensation plan including policy groups and salary structures;*
- *conduct Fair Labor Standards Act (FLSA) exempt/non-exempt status review of all positions;*
- *analyze internal equity and possible compression issues;*
- *complete salary survey of City and County governments in the State of Texas as designated by the County;*
- *design and execute a salary survey, analyze results and make recommendations; and*
- *evaluate and determine each employee's proper step placement on the newly approved salary grade structure.*

1.2 Evergreen's Approach

Evergreen Solutions is uniquely qualified to provide Compensation Consulting Services to Fort Bend County as our team includes recognized experts in local government human resources management and understands that there is not a "one size fits all" solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations. Specifically, we have developed a methodology that:

- *focuses on market competitiveness;*
- *is based on the organization's compensation philosophy;*



- recognizes that compensation is comprised of more than just base pay levels;
- reflects changes in recent compensation strategies;
- designs custom solutions that take into account the diversity of needs present in the organization and allows you to select the components and options that best meet your overall needs; and
- produces a structure that improves the organization's ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.

We will work closely with the County's designated Project Manager throughout the process to ensure constant communication of issues, concerns, and potential outcomes. We work closely with your staff to gain a solid understanding of your current operational realities, challenges, and desired outcomes. Moreover, Evergreen Solutions will work with you to balance your need to meet your performance goals while carefully managing the organization's resources.

Compensation management has undergone significant transformation in the private sector and over time public sector organizations have mirrored these changes. While compensation once centered on the separate administration of base pay and core benefits, a shift has occurred that has transformed compensation management. Progressive organizations now recognize that to effectively recruit, reward, motivate, and retain employees, compensation management requires strategic thinking and planning.

Compensation management must support an organization's overall strategic direction. To accomplish this, effective organizations design a compensation philosophy that spells out where an organization wants to be in relation to the market in key areas. These key areas include cash compensation, benefits, and work/life balance. Compensation is thus a reflection of the organization's philosophy.

Evergreen Solutions realizes that we will need to tailor our approach to fit the operating, fiscal, and competitive needs of the organization. Recommendations must always reflect competitive needs while supporting the organization's overall mission.

Listed below is an overview of the typically recommended approach that Evergreen takes when conducting a study of this nature.

Kick Off Meeting

Evergreen Solutions begins each engagement by meeting with our client's leadership team. Frequently, this initial meeting will accomplish several goals, including:

- finalizing the project work plan;



	<ul style="list-style-type: none"> • identifying milestone and deliverable dates; • gaining insight into the management structure and approach; • collecting compensation and classification data; • identifying additional data needs; and • developing preliminary schedules for subsequent tasks. <p>At this time, we will also request a copy of the employee database that reflects current classification and compensation data.</p>
Communication Plan	<p>Communication is a critical component of any compensation study. Communicating with employees directly and early in the process builds support for the process and the accompanying outcomes. As part of our communication plan, we meet first with key project staff to fully understand the nature and scope of the project. Regular updates are provided to the client's Project Manager and can be posted on the client's intranet site, if available and desired. Additionally, the communication plan for the distribution of the end product, particularly how the results will be distributed to employees, is also critical.</p>
Developing the Compensation Philosophy	<p>An organization's compensation philosophy is designed to support the overall business strategy. It can take many forms, but ultimately the compensation philosophy selected will guide the structure of the overall compensation system. Evergreen Solutions will meet with the client's leadership team to ascertain the client's overall business strategy and document the various alternatives that are available to support that strategy. Based on the client's needs, Evergreen Solutions will provide the client with a comprehensive compensation philosophy to guide subsequent decisions. Typically, a consultant can facilitate the process and make recommendations for the compensation philosophy, but the decision will ultimately rest with the organization itself. It is imperative for the client to agree upon a compensation philosophy prior to establishing the remaining components of the compensation system.</p>
Compensation	<p>Our approach to compensation analysis is based on the belief that compensation should be organization-specific, fair, equitable, and directly tied to strategic goals. To ensure that all these criteria are met, we will conduct an extensive analysis on the relevant labor market, the internal structure and inter-relatedness of jobs within the organization, and the relative worth of jobs within the organization vis-à-vis the compensation philosophy.</p> <p>The most traditional component of a total compensation program is base pay (fixed pay). However, inclusion of benefits in total compensation strategy is not a new concept. Provision of benefits was originally a recruitment tool, though over time the provision of core benefits has become an expectation. Research shows that public sector organizations commonly use superior benefits packages as a way to offset structural disadvantages in base pay. The purpose of the survey is to collect information for comparison to current offerings, and make recommendations for change consistent with the parameters of the compensation philosophy.</p>



Market Survey	<p>A key component of assessing compensation is to consider market position, which is sometimes referred to as external equity or competitiveness. Evergreen's consultants wait until well into the classification analysis to design the market survey to ensure that jobs are understood, anomalies in classification characteristics are documented, and sufficient input has been received. The market survey will obtain standard range information related to minimum, midpoint, and maximum salaries. Data collection will focus on the public sector, but will include information from the private sector where applicable. Further, we will look to include any employers to whom the organization has recently lost employees.</p>
Benchmarks	<p>One of the most important components of the external assessment is in the selection and utilization of benchmark positions for the labor market survey. We will work with the client to identify the appropriate number of benchmark positions to best suit the client's needs in the labor market survey. Based on our experience, we have found that it is simply not practical to survey all positions within the organization—the resulting surveys become too cumbersome for labor market peers to complete, and the response rate on the whole suffers. We ensure, through multiple checks and balances, that the benchmark positions chosen will represent a broad spectrum of positions across the organization, from all job families, pay levels, and functional areas.</p>
Targets	<p>To conduct an external labor market assessment, we work with the client to identify the most appropriate targets to survey. Evergreen selects peer organizations based on the local labor competition, regional markets, and class-specific markets. Peer organizations should be those organizations that compete with the client for labor in at least one job family. An appropriate mix of peers in the public and private sectors will be included in the survey, and if necessary, augmented with published secondary data sources.</p> <p>Typically, Evergreen waits until the outreach process has been completed to identify the complete list of market peers. This is because we often will uncover specific information during the focus group and interview sessions that identifies potentially critical survey targets. Ideally, we would like to work with the client after the outreach has been concluded to identify the final list of potential market peers.</p> <p>An important factor of our methodology is that the client has the final approval of all aspects of the study. We will not proceed with the analysis unless the client is completely comfortable with the survey targets chosen. Often, there are different factors impacting an organization, such as proximity to a major metropolitan area, technology corridor, or specific market (i.e., military base), that have a direct effect on its ability to recruit and retain employees in specific positions. These factors have to be taken into account when selecting survey targets. Once the targets are selected and approved, the survey instrument is developed and sent to the client for final approval. Subsequent to client approval, the survey is then distributed to the targets in both paper and electronic formats.</p>



**Compensation
Administration
Guidelines**

Evergreen Solutions uses a four-fold method of communicating with respondents. Our staff notifies the target group that the survey is being sent or made available, confirms receipt, and encourages participation. Once the data are received, they are cleaned, validated, and summarized. A separate report is issued that shows the results of the salary and benefits survey.

In order for clients to maintain the recommended compensation system, Evergreen develops compensation administration guidelines for use by the client after completion of the study. The guidelines will include recommendations on installation and continuing administration of the system. The team first conducts a review of current practices and procedures then assesses their effectiveness, compliance with legal guidelines, and applicability to the recommended system.

Once this review and assessment are complete, revisions to the current practices and/or new guidelines can be recommended, as needed. At a minimum, the recommendations will address areas such as:

- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay and benefits;
- how often to adjust pay scales and survey the market;
- timing of implementation; and
- how to keep the system fair and competitive over time.

**System
Maintenance**

Our goal is to produce recommendations that are effective and that can be maintained by our clients. We are strongly committed to providing transparent and replicable solutions. In essence, when we complete our core assignment, our goal is that our client's staff can maintain and update the system on their own. We are readily available to provide assistance, but our goal is to give our clients all the tools and training that are needed. Towards this end we will provide the Human Resources Department with all necessary tools and training to maintain the system over time.



1.3 Detailed Work Plan

The detailed work plan that Evergreen Solutions proposes to use for the work being requested by Fort Bend County is provided in this section. Evergreen understands that the County has 2,400 full-time employees and 500 job classifications.

Our work plan consists of the following nine tasks:

- Task 1: Project Initiation
- Task 2: Evaluate the Current System
- Task 3: Develop Compensation Philosophy
- Task 4: Identify List of Market Survey Benchmarks
- Task 5: Identify Approved List of Survey Targets
- Task 6: Conduct Market Salary Survey and Provide External Assessment Summary
- Task 7: Develop Strategic Positioning Recommendations
- Task 8: Develop and Submit Draft and Final Reports
- Task 9: Develop Recommendations for Compensation Administration

Task 1.0 Project Initiation

TASK GOALS

- Finalize the project plan with Fort Bend County.
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final time line for all project milestones and deliverables.

TASK ACTIVITIES

- 1.1 Meet with the County's Project Manager (CPM) and any other key members of the County's management team to discuss the following objectives:
- understand the County's mission and current compensation philosophy (if any);
 - review our proposed methodology, approach, and project work plan to identify any necessary revisions;
 - reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and
 - establish an agreeable communication schedule.
- 1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the County and some of the short- and long-term priorities. This activity serves as the basis for assessing where the County is going and what type of pay plan will reinforce current and future goals.



**Task 2.0
Evaluate the
Current System**

- 1.3 Obtain relevant materials, including:
- any previous projects, research, evaluations, or other studies that may be relevant to this project;
 - organizational charts for the departments and divisions, along with related responsibility descriptions;
 - current position and classification descriptions, salary schedule(s), and classification plans and pay-for-performance;
 - strategic business plans and budgets; and
 - personnel policies and procedures, and human resource guidelines.
- 1.4 Review and edit the project work plan and submit a schedule for the completion of each project task.

KEY PROJECT MILESTONES

- Comprehensive project management plan
- Comprehensive database of County employees

TASK GOAL

- Conduct a comprehensive preliminary evaluation of the County's existing compensation plan.

TASK ACTIVITIES

- 2.1 Obtain the existing pay plan and compensation philosophy. Review the existing compensation structure and look for potential problems to be resolved.
- 2.2 Determine the strengths and weaknesses of the current pay plan(s).
- 2.3 Complete an assessment of current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.

KEY PROJECT MILESTONES

- Review of existing compensation plan(s)
- Assessment of current conditions



**Task 3.0
Develop
Compensation
Philosophy**

TASK GOAL

- Facilitate the development of the County's initial compensation philosophy.

TASK ACTIVITIES

- 3.1 Conduct a thorough review of all background materials related to the County's compensation system.
- 3.2 Review results of previous steps with the CPM and present various options for compensation philosophy components.
- 3.3 Develop initial compensation philosophy based on input from previous steps.

KEY PROJECT MILESTONE

- Initial compensation philosophy

**Task 4.0
Identify List of
Market Survey
Benchmarks**

TASK GOAL

- Identify the proper benchmark positions for the external labor market assessment to reach an appropriate number. **Note:** Evergreen will work with the County to identify 125 benchmark positions (plus or minus 10 percent).

TASK ACTIVITIES

- 4.1 Conduct a thorough review of all materials to date, including employee database, classification listing, interviews, compensation review, and meetings with the CPM.
- 4.2 Identify, from the initial review, a list of classifications (benchmarks) to include in the labor market survey.
- 4.3 Submit the proposed list of positions to the CPM for review.
- 4.4 Based on the CPM's review, make revisions to the benchmark list and finalize consistent with Evergreen's analysis.

KEY PROJECT MILESTONES

- Preliminary list of benchmark classifications
- Final list of benchmark positions for the external labor market assessment



Task 5.0
Identify Approved
List of Survey
Targets

TASK GOAL

- Identify a comprehensive list of selected targets for conducting a successful external labor market assessment. **Note:** Evergreen will work with the County to identify 25 targets (plus or minus 10 percent).

TASK ACTIVITIES

- 5.1 For each employee group, review with the CPM peer organizations that should be included in the survey.
- 5.2 Develop a preliminary list of organizations for the external labor market survey, placing a comparative emphasis on characteristics such as:
- size of the organization;
 - geographic proximity to the Richmond area;
 - economic and budget characteristics; and
 - other demographic data.
- 5.3 Develop a list of survey targets by employee group. Develop a system for use of secondary data including potential sources and weighting of secondary data, if necessary.
- 5.4 Review survey methodology with the CPM and refine survey methodology prior to distribution of survey.
- 5.5 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

KEY PROJECT MILESTONES

- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts

Task 6.0
Conduct Market
Survey and
Provide External
Assessment
Summary

TASK GOALS

- Conduct the external labor market salary survey.
- Provide a summary of the survey results to the CPM for review.

TASK ACTIVITIES

- 6.1 Prepare a customized external labor market salary survey for the CPM's approval.
- 6.2 Discuss questions and categories to be included in the market survey.



**Task 7.0
Develop Strategic
Positioning
Recommendations**

- 6.3 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 6.4 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 6.5 Collect and enter survey results into Evergreen's electronic data analysis tools.
- 6.6 Validate all data submitted.
- 6.7 Develop summary report of external labor market assessment results.
- 6.8 Submit summary report of external labor market assessment results to the CPM.

KEY PROJECT MILESTONES

- Market survey instrument
- Summary report of external labor market assessment results

TASK GOALS

- Assess the appropriateness of the County's current compensation philosophy.
- Plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

- 7.1 Identify the accepted compensation philosophy and accompanying thresholds.
- 7.2 Analyze internal equity and possible compression issues.
- 7.3 Using the market salary data collected in **Task 6.0**, determine the proper pay plan including number of grades, steps, and ranges.
- 7.4 Identify highly competitive positions within the County and customize recommendations for compensation where required.
- 7.5 Produce a pay plan(s) that best meets the needs of the County from an internal equity and external equity standpoint.



**Task 8.0
Develop and
Submit Draft and
Final Reports**

KEY PROJECT MILESTONES

- Proposed compensation strategic direction, taking into account internal and external equity
- Plan for addressing unique, highly competitive positions

TASK GOALS

- Develop and submit a draft and final report of the Compensation Consulting Services to Fort Bend County.
- Present the final report to the County.

TASK ACTIVITIES

- 8.1 Produce a comprehensive draft report that captures the results of each previous step.
- 8.2 Submit the comprehensive draft report to the CPM for review and edit. The draft report will include an FLSA status review (exempt versus non-exempt) of current job descriptions.
- 8.3 Make edits and submit necessary copies of the final report.
- 8.4 Present final report to the County.
- 8.5 Develop a communication plan for sharing study results with employees.
- 8.6 Develop implementation database to communicate the process and progress of this project to the CPM and any other employee or groups designated by the CPM.
- 8.7 Develop a plan for maintaining recommendations over time.

KEY PROJECT MILESTONES

- Draft and final reports
- Final presentation
- Communication plan
- Implementation and Maintenance database



**Task 9.0
Develop
Recommendations
for Compensation
Administration**

TASK GOAL

- Develop recommendations for the continued administration by County staff to sustain the recommended compensation and classification structure.

TASK ACTIVITIES

- 9.1 Develop recommendations and guidelines for the continued administration and maintenance of the classification and compensation structure, including recommendations and guidelines related to:
- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
 - how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
 - the proper mix of pay and benefits;
 - how often to adjust pay scales and survey the market;
 - the timing of implementation; and
 - how to keep the system fair and competitive over time.
- 9.2 Recommend recruitment/retention strategies, where appropriate.
- 9.3 Present recommendations to the CPM for review.

KEY PROJECT MILESTONES

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies

**1.4
Proposed
Timeline**

Evergreen Solutions possesses the staff, skills, and tools to provide compensation consulting services and deliver the final report to the Fort Bend County in 90 days, as requested. This is based on a tentative project start date of December 15, 2015, and a completion date of March 15, 2016.

This timeline can be modified in any way to best meet the needs of Fort Bend County.



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Evergreen Solutions, LLC
Tallahassee, FL United States

Certificate Number:
2016-1260

Date Filed:
01/06/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

38000
Human resource management consulting work

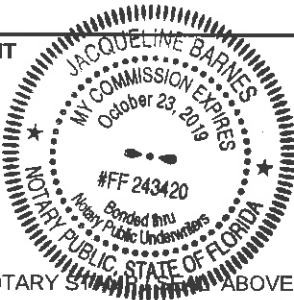
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Dr. Jeff Ling, this the 6th day of Jan, 2016, to certify which, witness my hand and seal of office.

Jacqueline Barnes
Signature of officer administering oath

Jacqueline Barnes
Printed name of officer administering oath

Admin. Assistant
Title of officer administering oath