

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
FOR COMPENSATION STUDY PURSUANT TO RFP 21-089**

THIS AMENDMENT to Agreement for Professional Consulting Services for Compensation Study (“Amendment”) is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, (“COUNTY”), and The Segal Company, Inc., d/b/a Segal (“SEGAL”) (hereinafter collectively referred to as the “parties”).

WHEREAS, on or about October 26, 2021, the parties previously executed and accepted the Consulting Agreement, pursuant to RFP 21-089, for professional consulting services related to a Compensation Study for Fort Bend County (the “Agreement”); and

WHEREAS, the parties now desire to add additional consulting Services, and to increase the maximum compensation amount; and

WHEREAS, the parties agree that this Amendment, the Statement of Work (attached as Exhibit “A1”), and the previous Agreement (executed 10/26/21), are incorporated into each other and, when read together, shall constitute one integrated document (“the Agreement”). Any inconsistency, conflict, or ambiguity between or among the aforementioned documents shall be resolved by giving precedence and effect first to this Amendment, then to the previous Agreement, then to the Statement of Work (attached as Exhibit “A1”).

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County and SEGAL agree to the following changes, which are incorporated as if a part of the original Agreement:

- A. Additional Scope of Services.** Subject to the terms of the Agreement, and any subsequent Amendments, SEGAL shall provide additional consulting services to County to update the EMS Pay Structure, finalize costing to reflect market position, and programming and installation of Pay Calculator (the “Additional Services”), as described in SEGAL’s Statement of Work, attached hereto as Exhibit A1, and incorporated by reference as if set forth herein verbatim.

- B. Term.** This Agreement is effective upon execution by County, and shall terminate on December 31, 2022. This Agreement shall not automatically renew but can be renewed upon written agreement of the parties.

C. Maximum Compensation.

1. SEGAL will be paid an additional amount of Thirteen Thousand dollars and 00/100 cents (\$13,000.00) for the Additional Services outlined in Exhibit A1.
2. The Maximum Compensation payable to SEGAL for all services rendered under this Agreement is hereby increased to an amount not to exceed Two Hundred Twenty-eight thousand dollars (\$228,000.00), authorized as follows:

\$ 215,000.00 under the Agreement (executed 10/26/21), and

\$ 13,000.00 under current Amendment A1.

In no case shall the amount paid by County exceed the Maximum Compensation without a written amendment approved by the parties.

Except as provided herein, all terms and conditions of the Agreement, including any previous Addendums, remain in full force and effect. The Agreement, and this Amendment are the sole and final agreement of the parties regarding the subject matter hereof, and supersede any previous agreements, understandings, and arrangements relating to such subject matter.

{EXECUTION PAGE FOLLOWS}

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IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

THE SEGAL COMPANY, INC.
d/b/a SEGAL

KP George

Authorized Agent- Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant, County Auditor

EXHIBIT A1: Statement of Work

EXHIBIT A1
SEGAL STATEMENT OF WORK

Fort Bend County, TX

Statement of Work for EMS Pay Structure Update and Pay Calculator Programming and Implementation

Timing

Start Date: Upon receipt of signed agreement

Fees and Expenses

Segal is fully aware of the sensitivity of budget allocations for employers. We believe that you will find our approach focused toward achieving the County's objectives in the most cost-effective manner consistent with quality, accuracy, and timeliness.

Project Step	
1. Update of EMS Pay Structure <ul style="list-style-type: none">Using market data provided by Fort Bend, adjust the pay structure for EMS positions to achieve a market position of 105% of market average	
2. Finalize costing to reflect market position desired by Fort Bend <p>Assumptions:</p> <ul style="list-style-type: none">Update pay structure in costing analysis to reflect revised rangesProvide time in position analysis to allow varying percentages (separate from the General structure methodology) to calculate time in position adjustmentsUpdate costing for vacant EMS positionsRevise Cost Summary to update revised EMS costing scenariosProvide an updated spreadsheet documenting all changesVirtual briefing and collaboration with HR staff to finalize costing	
3. Programming and installation of Pay Calculator <ul style="list-style-type: none">Inputting data into the calculator to tailor to the agreed upon Fort Bend County methodologyModifying application of graphing comparisons to allow selection of comparable positionUploading all initial Fort Bend census and structure for use in analysis (Fort Bend County to maintain updated data tables in backend of tool)	
Fees: Anticipate up to thirty-five (36) hours of time at a combined hourly rate of \$350 per hour	Not to exceed \$12,600

Authority. The signatures below indicate agreement by the Parties to the terms and conditions set forth in this SOW. This SOW may be executed in any number of counterparts using ink or electronic signatures, each of which will be deemed an original. This signed SOW constitutes

authorization for Segal to begin provision of the Services described herein and Segal agrees to commence such Services promptly upon receipt of a full-executed copy of this SOW.

* * * * *

IN WITNESS WHEREOF, the Parties have executed this SOW as of the Effective Date.

Segal, Inc.

Fort Bend County, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____