



HUMAN RESOURCES DEPARTMENT
FORT BEND COUNTY, TEXAS

Kent M. Edwards, PHR
Director of Human Resources

Interoffice Memorandum

Date: July 10, 2009

To: County Judge Hebert
Commissioners Morrison, Prestage, Meyers, Patterson

cc: Pamela Gubbels – Budget Director
Gilbert Jalomo – Purchasing Agent

From: Kent Edwards

Subject: July 14th Court - Regular Agenda Item #23-A (Purchasing)

Item Description: Amendment No. 2 to the consulting services agreement with K.R. Moore for compensation review services.

Please let me offer some additional explanation on this item.

This will allow us to proceed with the second phase of the compensation review project – *phase one* of which was approved by Court on January 27, 2009.

Phase one was the benchmark market salary study which has recently been completed. HR is currently reviewing the results of that study and will present its recommendations to the Budget Director later next week.

In our current request, *phase two* will look at our underlying base salary compensation program. K.R. Moore will review the County's job descriptions and will meet with functional managers as needed to verify position scope and levels. Additionally, we will be reviewing and updating our point evaluations for currency and accuracy. Completing this task periodically is necessary to ensure the integrity of the County's Salary Administration Program.

\$40,000 was approved in our 2009 budget for the total project. We spent \$27,000 on *phase one*. The cost for *phase two* will be \$8,000 plus a "not-to-exceed" number of \$2,000 for expenses.

To summarize – Your approval of Agenda Item 23A will allow us to give the County's Salary Administration Program the equivalent of an "annual physical exam"; and the total project cost will be at least \$3,000 under budget.

As always, please call me with any questions you may have.

K.R. Moore & Associates

By:


Authorized Representative

Date:

7/13/09

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$27,000.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AMENDMENT TO CONSULTING SERVICES AGREEMENT

THIS AMENDMENT, is made and entered into by and between Fort Bend County, a body corporate and politic, (hereinafter "County"), and K.R. Moore & Associates, (hereinafter "Consultant"), a corporation authorized to conduct business in the State of Texas.

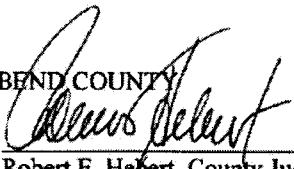
THAT WHEREAS, the parties have executed and accepted that certain Consulting Services Agreement, (hereinafter "Agreement"), on January 21, 2009, attached hereto as Exhibit A, and incorporated by reference herein for all purposes; and

WHEREAS, the parties desire to amend the Agreement to remove the insurance requirements contained in Article IX.

NOW, THEREFORE, the following changes are incorporated as if a part of the original Agreement:

1. The insurance requirements contained in Article IX of the Agreement are hereby deleted.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY
By: 
Robert E. Hebert, County Judge

Date: 3-3-09

ATTEST:
By: 
Dianne Wilson, County Clerk

Date: 3-3-09

K.R. Moore & Associates

By: K. Rhone
Authorized Representative

Date: 2/21/09

EXHIBIT A

CONSULTING SERVICES AGREEMENT

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 K.R. Moore & Associates, (hereinafter "Consultant"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires to retain Consultant to provide compensation review services (hereinafter "Services"); and

WHEREAS, County has determined that this Agreement is for professional services and therefore exempt from competitive bidding under Chapter 262 of the Local Government Code; and

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

AGREEMENT

Article I. Scope of Services

Consultant shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 Consultant 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 Consultant 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.

2.2 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant 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.

Article III. Compensation and Payment

3.1 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is twenty-seven thousand and no/100 (\$27,000). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services 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. Payment will be made in accordance with those payment procedures set forth in Section 3.3 below.

3.3 It is understood and agreed that payments will be made to Consultant by County based on the following procedures: Upon completion of each task identified in the Scope of Services, Consultant shall submit to County two (2) original copies of invoices showing the amounts due for services performed, setting forth work accomplished under this Agreement, accompanied by a progress report indicating the percent complete for the tasks included in the Scope of Services, 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 invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

3.4 All reimbursable expenses shall be paid in accordance with the Fort Bend County Travel Reimbursement Requirements for Fort Bend County Vendors.

Article IV. Time of Performance

It is understood and agreed that the time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end on May 1, 2009. Tasks described in the Scope of Services shall be completed within this time or within such additional time as may be extended by the County.

Article V. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article VI. Termination

6.1 Termination for Convenience

6.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

6.2 Termination for Default

6.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

6.2.1.1 If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

6.2.1.2 If Consultant 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.

6.2.2 If, after termination, it is determined for any reason whatsoever that Consultant 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 6.1 above.

6.3 Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

6.4 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 Consultant.

Article VII. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part 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, at the time of payment under Section 3 for work performed. All such data and material shall be promptly furnished to the County on request.

Article VIII. Inspection of Books and Records

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant 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.

Article IX. Insurance

9.1 Prior to commencement of the Services, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. Consultant 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:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

9.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

9.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

9.1.4 Professional Liability insurance with limits not less than \$1,000,000.

9.1.5 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

9.2 All Liability insurance policies shall name County as an additional insured. Furthermore, the Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in County's favor.

9.3 If required coverage is written on a claims-made basis, Consultant 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 that work under the Agreement is completed.

Article X. Indemnity

10.1 CONSULTANT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, HIS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.

10.2 Under the Constitution and laws of the State of Texas, Fort Bend County cannot enter into an agreement whereby Fort Bend County agrees to indemnify or hold harmless another party; therefore, all references of any kind to defending, indemnifying, holding or saving Consultant or its representatives harmless for any reason in the attached Exhibit A are hereby deleted.

Article XI. Confidential and Proprietary Information

11.1 Consultant 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 Consultant or its employees or agents 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 Consultant 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 Consultant) publicly known or is contained in a publicly available document; (b) is furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

11.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant 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. Consultant 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, Consultant shall advise County immediately in the event Consultant 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 Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant 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, Consultant will turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

11.3 Consultant 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. Consultant 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.

11.4 Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

Article XII. Independent Contractor

12.1 In the performance of work or services hereunder, Consultant 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 Consultant or, where permitted, of its subcontractors.

12.2 Consultant 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.

Article XIII. Contract Administration

13.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Human Resources Department, 4520 Reading Road, Suite A, Rosenberg, Texas 77471, or at such other place or places as it may from time to time designate by written notice delivered to Consultant. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

13.2 All written notices, demands, and other papers or documents to be delivered to Consultant under this Agreement shall be delivered to K.R. Moore & Associates, 4747 Research Forest Drive, Suite 180-154, The Woodlands, Texas 77381, Attention: Kimberly R. Moore, or such other place or places as Consultant may designate by written notice delivered to County.

Article XIV. Compliance with Laws

Consultant 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, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XV. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XVI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

Article XVII. Successors and Assigns

County and Consultant 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.

Article XVIII. Publicity

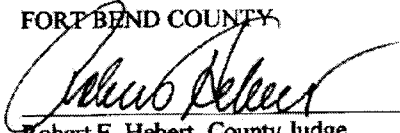
Consultant shall not make news releases, publicize or issue advertising pertaining to this Agreement without first obtaining the written approval of County.

Article XIX. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement shall control.

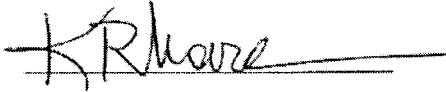
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 21 day of January, 2009.

FORT BEND COUNTY,



Robert E. Hebert, County Judge
January 27, 2009

CONSULTANT



ATTEST:



Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 22,000⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A

PS: Consulting Services Agreement Amendment 2: 1368

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January 12, 2009

Kent Edwards – Director, Human Resources
Fort Bend County Human Resources Team
Rosenberg Annex
1520 Reading Road, Suite A
Rosenberg, Texas 77471

RE: Salary Review Project for FY2010

Dear Kent:

It was a pleasure to see you and Lewis again in December, and review the Ft. Bend County's (the County) request to review the appropriateness of your current salary structure and programs across six pay program groups currently defined by your organization.

We are pleased to assist HR in this important effort to update and refine its salary programs and tools to enable the County to optimally administer clear, consistent, equitable and affordable compensation.

This proposal outlines our suggested approach to assist you in reviewing your current pay practice using a Benchmark Study approach, which matches a representative group of the County's positions across all groups and salary grade levels to pay for similar positions in your defined peer group of Cities and Counties (Peer Survey Group - PSG).

Background and Our Understanding of Your Request

The Hay Group conducted a thorough compensation study in 2003 with recommendations implemented in 2004. As an initial step, based on the Hay Group point evaluations, positions were placed in the new policy groups at the closest step/grade to current pay that would avoid any potential pay reduction. A secondary recommendation was made which the County could not implement: modifying the initial step/grade placement to reflect each employee's years of experience. Based on the projected cost to address the magnitude of salary compression surfacing in this step, the County elected not to implement this phase and as a result has struggled to maintain the integrity of its compensation program.

Specific challenges in current programs include:

- Because salaries may not reflect experience, in some cases new hires must be brought in at a higher rate than current employees with similar experience
- Current salary guidelines restrict promotions to 5%-7% of current pay while new employees may be hired at a higher rate
- Job duties are inflated to gain reclassification at a higher grade
- Inflation of actual job duties in order to get the job
- Decreased incentive for top performers since employees get the same level increase regardless of competency or performance

4142 Barton Dr. Forest Grove
Ste. 1804
Fort Worth, Texas 76134

714.817.0500 (t. fax)
817.508.1600 (cell)

kim@krmoores.com
www.krmoores.com



Some position type are also problematic for recruiting and retention, and the County would like this study to focus on both private and public sector pay for key positions in Emergency Medical Service and Information Technology.

In light of this background and the County's desire to regularly review and refine its full time pay programs, you have requested that KRMooore conduct a Benchmark Market Study, review your current step/grade structure and 6 pay policy groups to determine:

- current pay competitiveness for the Benchmark positions;
- appropriateness of the step/grade/position placement; and
- the cost of any modifications needed to allow position and step/grade placement to deliver pay in an effective and competitive manner and aligned with the County's overall compensation philosophy.

Proposed Steps and Targeted Completion Dates

Step	Details	2009
Step 1	<ul style="list-style-type: none"> • Benchmark Position Selection and CMG Contact Review – KRMooore will select from a Census File of the County's positions the group of Benchmark positions for inclusion in the custom market study. • In addition the public sector data, KRMooore will match up to 6 IT positions and 3 EMS positions to private market sector data, using current data provided by Salary.com, an aggregated market survey provider. • The County will provide KRMooore with digital copies of all policy group pay programs, and census files showing ee name, ID, hire date, point evaluation, current step/grade/pay, department and reporting manager for roll up purposes. 	January – February
Step 2	<ul style="list-style-type: none"> • Custom Survey Development, Communication and Distribution- KRMooore will develop and distribute a pay survey for all Benchmark positions, to include pay design components for Law Enforcement and EMS positions. HR will review and approve the Benchmark positions, the survey and all City and County contact information for the CMG. • The County will send a pre-survey communication requesting the support and participation of CMG participants within the 3 week time frame defined by the survey parameters, updating all contact information, as needed. • KRMooore will email the survey to all defined participants and follow up with each to verify receipt and answer any questions. Final participation will be based on the CMG survey respondents – however, KRMooore will make weekly calls and emails to encourage the highest response rate and most thorough data. 	February - March

4747 Napa Valley Forest Drive
 Suite 150-1501
 The Woodlands, TX 77380

713.317.5500 (local)
 867.858.4111 (toll free)

kmoo@krmooore.com
 www.krmooore.com



Step 3	<ul style="list-style-type: none"> Market Data Analysis - KR Moore will analyze CMG and private sector data to develop a range of pay for Benchmark positions. 	March – April
Step 4	<ul style="list-style-type: none"> Summary Report and Recommendations – KR Moore will provide 3 printed copies and email a digital copy its Summary Findings and Recommendations regarding competitive pay, step/grade placement and cost to address outstanding compression issues and supporting files. Presentations – KR Moore is available for a presentation/discussion with the County of its findings as requested. 	By May 1

Estimated Fees, Payment Terms and Evidence of Agreement

The fees estimated for delivering this project are \$27,000.

The fee estimate and terms expire within 30 days, after which time the project scope, suggested process and estimated fees will be revised, if needed, by KR Moore.

Payment Terms

Upon our receipt of a signed agreement to this proposal, the project fees* are due and will be electronically invoiced according to the following schedule or step implementation by KR Moore:

1. \$9,000.00 – upon project approval to begin Survey Development
2. \$9,000.00 – upon Survey Closure and Commencement of Data Analysis
3. \$9,000.00 – upon Provision of Final Summary Report of Findings and Recommendations

*Project expenses will be invoiced with the fee invoices shown above; the entire amount is due and payable upon receipt, with net 30 day payment terms.

Our fees include two on-site meetings with you and/or County decision makers/functional leaders at your offices. If additional meetings with key decision makers/functional leaders are requested, they will be billed at \$1250 per day, in addition to related travel expenses. Fees also include up to 3 color copies of all Final Reports.

Reimbursable expenses incurred for lodging, travel, car rental and meals incurred as a result of travel to/from your office, and printing related to intermediate meetings will be invoiced at cost (auto mileage at .55 cents/mile or current IRS rate at the time of invoice). Expansion in the project parameters and any adjustment in fees or expenses mutually agreed as needed, will be addressed throughout the project.

Important Considerations

It is understood that the County is responsible for the impact of decisions made by the officers or employees within its organization. The recommendations of KR Moore or its representatives are based on sound methodology and compensation expertise. However, they are recommendations that still must be considered and reviewed by the County's stakeholders, applying the appropriate internal protocol and

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 Phone: 303.733.1877 Fax: 303.733.1878 Email: info@krmoore.com Website: www.krmoore.com



due diligence in relation to the organization's internal review and approval process for consultant recommendations. All final decisions made by the County, and their impact will be the County's responsibility.

Fort Bend County agrees to hold KRMoore and its representatives harmless from legal actions brought against KRMoore or its representatives by any party related to the County with respect to this project. Unless KRMoore or its representatives is found to be negligent, the County also agrees to bear expenses in relation to legal events or actions that may become associated with this project.

Evidence of Proposal Agreement and Written Notifications

Upon your signed agreement and our receipt of a fax copy of this Letter Proposal, and the initial project payment, KRMoore's engagement will formally commence. If either party elects to terminate this agreement, written notification is required and any unpaid fees and accrued expenses incurred to date will be invoiced and are immediately payable and due.

Kent, we appreciate the opportunity to work with you and your team again on this project.

Sincerely,

KRMooore

Kimberly R. Moore, Principal
KRMoore & Associates Inc.

1747 Research Center Drive
Ste 180
The Woodlands, TX 77380

(713) 756-0400
(713) 810-0810 (fax)

kim@krmoore.com
www.krmoore.com



EVIDENCE OF AGREEMENT – RE: Fort Bend County – Salary Review Project

Agreed to by KR Moore:

Kimberly Moore 01/12/09

Signature and Date

Kimberly Moore, Owner and Senior Consultant, 01/12/09

Printed Name, Title and Date

Agreed to by authorized party representing Fort Bend County:

Signature and Date

Printed Name, Title and Date

Please provide contact information for emailing invoices if different than addressee:

Name and Title:
Mailing Address:
Email and Telephone Contact:

217 Rouseway Forest Drive
Box 1304
Cypress, TX 77331

713-277-5500 (phone)
801-928-1529 (fax)

kim.moore@krmoores.com
kim@krmoores.com

EXHIBIT B



June 12, 2009

Kent Edwards – Director, Human Resources
Fort Bend County Human Resources Team
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, Texas 77471

RE: Job Evaluation Audit

Dear Kent:

We are pleased to propose on assisting Fort Bend County (the County) in reviewing and as needed, updating the job evaluations for all unique positions and functional groups. Maintaining accurate, current and evaluations is important for supporting the County’s competitive external and equitable internal pay programs. This proposal outlines our suggested approach and estimated fees for this study.

Our Understanding of Your Request

The County developed a job evaluation system in 2004 that allowed them to appropriately place all positions in policy groups and step/grades according to job size; and then mapped these points to prevailing market wages to establish a competitive and internally equitable approach to pay.

Since this time, organizational and position changes have occurred, warranting a review of the underlying job evaluations against current work being performed to ensure the point evaluations are accurate and current. The County desires to review and refine evaluations for all unique positions and has requested KRMoore & Associates, Inc. to conduct the study across all functions and policy groups to determine:

- current and accurate evaluation points for all positions in the study;
- appropriateness of the step/grade/position placement; and
- costs of any job evaluation changes recommended to ensure positions are appropriately aligned in an equitable manner

Proposed Steps and Targeted Completion Dates

Step	Details	2009
Step 1 Data Collection	<ul style="list-style-type: none"> • The County will provide KRMoore with job descriptions for up to 165 unique positions and as needed, KRMoore will hold up to 4 Functional Manager meetings to gather information needed to solidify our understanding of position scope and levels. (<i>*specific dates will be developed pending proposal approval and data receipt dates</i>). 	June - July *
Step 2 Analysis	<ul style="list-style-type: none"> • Point Evaluation Audit – Using a combination of job description data and information gathered from discussions with HR and functional managers, 	July

4747 Research Forest Drive
Ste. 180-154
The woodlands TX 77381

713-817-5600 (phone)
801-888-4529 (fax)

kim@krmoore.com
www.krmoore.com



	KRM Moore will review and update for currency and accuracy, the County's current point evaluations.	
Step 3 Reporting	<ul style="list-style-type: none"> Summary Report and Recommendations – KRM Moore will provide 3 printed, and email the County digital copies of its Final Report and Recommendations. 	August

Estimated Fees, Payment Terms and Evidence of Agreement

The fees estimated for conducting this study are \$8,000.00 plus expenses.

This fee estimate and proposal terms expire within 30 days, after which time the project scope, suggested process and estimated fees will be revised, if needed, by KRM Moore.

Payment Terms

Upon our receipt of a signed agreement to this proposal, the project fees will be electronically invoiced according to the following schedule or step implementation by KRM Moore:

- 1. \$4,000.00 - After Review of Job Documentation and Completion of Functional Manger Meetings**
- 2. \$4,000.00 - After Review of Initial Findings and Recommendations**

Project expenses*, not to exceed \$2000, will be included with the fee invoices shown above. Invoices are due and payable upon receipt, with net 30 day payment terms.

In addition to the 4 functional manager meetings for information collection, our fees include two on-site meetings with HR and other County decision makers/functional leaders at your offices. If additional meetings with key decision makers/functional leaders are requested, they will be billed at \$1250 per day, in addition to related travel expenses. Fees also include up to 3 color copies of all Final Reports.

*Reimbursable expenses incurred for lodging, travel, car rental and meals incurred as a result of travel to/from your office, and printing related to intermediate meetings will be invoiced at cost (auto mileage at .5050 cents/mile or current IRS rate at the time of invoice). Expansion in the project parameters and any adjustment in fees or expenses mutually agreed as needed, will be addressed throughout the project.

Evidence of Proposal Agreement and Written Notifications

Upon your signed agreement and our receipt of a fax copy of this Letter Proposal, and the initial project payment, KRM Moore's engagement will formally commence. If either party elects to terminate this agreement, written notification is required and any unpaid fees and accrued expenses incurred to date will be invoiced and are immediately payable and due.



Kent, we appreciate the opportunity to work with you and your team again on this project.

Sincerely,

KRM Moore

**Kimberly R. Moore, Principal
KRM Moore & Associates Inc.**

EVIDENCE OF AGREEMENT – RE: Fort Bend County – Job Evaluation Audit

Agreed to by KRM Moore:

Kimberly Moore 06/11/09 / *KRM Moore 7/13/09*

Signature and Date

Kimberly Moore, Principal and Owner 06/11/09

Printed Name, Title and Date

Agreed to by authorized party representing Fort Bend County:

Signature and Date

Printed Name, Title and Date

Please provide contact information for emailing invoices if different than addressee:

Name and Title:
Mailing Address:
Email and Telephone Contact: