

STATE OF TEXAS §
COUNTY OF FORT BEND §

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
FOR COMPENSATION STUDY FOR FORT BEND COUNTY
RFP 21-089**

THIS CONSULTANT AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, (the "County"), and The Segal Company (Eastern States), Inc., for itself and on behalf of its affiliates collectively d/b/a Segal (hereinafter "Segal"), a New York corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Segal provide certain professional consulting services related to a Compensation Study for Fort Bend County, Texas, in accordance with RFP 21-089 (hereinafter "Services"); and

WHEREAS, Segal 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

1.1 Segal shall render Services to County as defined in revised proposal letter dated September 9, 2021, (attached hereto as Exhibit A).

1.2 The County will designate a representative who will serve as the primary contact for Segal. If designated, Segal shall report to this designated representative and it is through this representative that day-to-day contact with the Court shall occur. At the County's request, Segal shall also report to the Court by reporting to each of the five members of the Court or their designees. Segal shall also communicate all matters to the County Attorney's Office.

Section 2. Personnel

2.1 Segal represents that it presently has adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Segal shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the reasonable opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Segal providing Services to the County shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Segal who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the County, upon request of the County, shall immediately be removed from association with the County.

Section 3. Compensation and Payment

3.1 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is **two hundred fifteen thousand and no/100 (\$215,000.00)** as set forth on Page 7 of Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written amendment executed by the parties.

3.2 All performance of the Scope of Services by Segal, 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.

3.3 Segal shall bill its fixed fee in the following installments: five (5) monthly installments of \$40,000 and a final invoice for \$15,000 upon conclusion of the project, as described on page 9 of Exhibit A. If Segal is required to perform additional work as described on page 8 or 9 of Exhibit A, Segal will bill for such services separately on a monthly basis.

3.4 Segal shall submit to the County Attorney, one (1) electronic (pdf) and/or one original invoice for approval and processing in the amounts specified in the previous sentence. Each invoice shall be in a form acceptable to the County. The County Attorney shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the County Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days by electronic funds transfer (e.g. ACH or wire) in immediately available funds. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Segal 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 of **two hundred fifteen thousand and no/100 (\$215,000.00)**, specifically allocated to fully discharge any and all liabilities County may incur, not including optional services (as described on page 8 of Exhibit A) or required data correction and preparation (as described on page 9 of Exhibit A).

4.2 Segal does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Segal may become entitled to and the total maximum sum that County may become liable to pay to Segal shall not under any conditions, circumstances, or interpretations thereof exceed **two hundred fifteen thousand and no/100 (\$215,000.00)**, except as explicitly contemplated in Exhibit A.

Section 5. Time of Performance

The time for performance of the Scope of Services by Segal shall begin as soon as possible upon receipt of Notice to Proceed from County and shall be completed six (6) months from the notice to proceed, or such longer period of time mutually agreed to by the parties. Segal shall perform 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

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 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.

6.3 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

7.1 Termination for Convenience – County or Segal may terminate this Agreement at any time upon thirty (30) days written notice subject on, Segal’s part, to applicable rules of professional conduct.

7.2 Termination for Default

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

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

7.2.1.2 If Segal fails to or is unable to avoid, mitigate or neutralize any Conflicts of Interest after notification of such conflict(s) by County;

7.2.1.3 If Segal 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 (or such longer period time approved by the County) after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Segal 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 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Segal 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. Segal’s final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 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 Segal.

Section 8. Ownership and Reuse of Documents

8.1 County agrees to supply to Segal (either directly or through County's agents and representatives) on a timely basis all of the data, documentation and information (e.g., current plan design and plan documents, information concerning all plan participants and beneficiaries) reasonably needed by Segal to perform the Services ("County Information"), in a usable format. If County Information is not provided in a usable format, as described on page 9 of Exhibit A, Segal may charge County for actual costs incurred in converting it to a usable a format. Segal will have the right to reasonably rely on the accuracy and completeness of County Information and will have no responsibility for independently verifying or checking County Information for accuracy or completeness. County will notify Segal promptly upon gaining knowledge of any material change to County Information. County acknowledges and agrees that Segal shall have no liability for errors resulting from latent defects in County Information or County's failure to notify Segal of changes to County Information.

8.2 Ownership of County Information. County Information is and will remain the sole and exclusive property of County. In addition to the Services, Segal is authorized to use County Information for internal purposes and may aggregate County Information with other data collected by Segal and distribute such data, or analysis of such data, to third parties, provided such distributed data does not identify County or any County participants or beneficiaries. For the avoidance of doubt, Segal will not sell or otherwise receive remuneration for County Information or materials derived from County Information.

8.3 Ownership of Deliverables. County acknowledges that, in providing the Services, Segal will distribute or make available certain proprietary materials ("Segal's Proprietary Information"), including, but not limited to, publications, software, know-how, techniques, methodologies and report formats. Except to the extent that they are or incorporate Segal's Proprietary Information, all documents, data, and other tangible materials authored or prepared and delivered by Segal to County under the terms of this Agreement (collectively, the "Deliverables"), are the sole and exclusive property of County, once paid for by County. To the extent that Segal's Proprietary Information is incorporated into such Deliverables, County will have a perpetual, fully paid, non-exclusive, non-transferable and non-sublicensable right to use, copy, and modify Segal's Proprietary Information as part of the Deliverables internally and for their intended purpose. Segal will not have any responsibility or liability for use of any Deliverable in any manner other than for the intended purpose.

Section 9. Inspection of Books and Records

Upon reasonable notice and during normal business hours, Segal will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Segal related to the Scope of Services 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

10.1 Prior to commencement of the Services, at the request of the County, Segal shall furnish County with properly executed certificates of insurance which shall evidence all insurance required. Segal shall give County written notice within thirty (30) days of being advised of a cancellation of such policies, unless the policies are being replaced without interruption of coverage by equivalent policies. Segal 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. Segal shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better or an equivalent rating by a nationally recognized rating agency, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 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.

10.1.3 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.

10.1.4 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.

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 If required coverage is written on a claims-made basis, Segal 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.

Section 11. Confidential and Proprietary Information

11.1 Segal 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 Segal or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Segal shall protect such information, shall not disclose such information to anyone, and shall not use the information for any purpose except for rendering service to the County.

11.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Segal 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 Segal) publicly known or is contained in a publicly available document; (b) is rightfully in Segal'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 Segal who can be shown to have had no access to the Confidential Information.

11.3 Segal agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Segal 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. Segal shall use reasonable efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Segal shall advise County immediately in the event Segal 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 Segal will cooperate with County in seeking injunctive or other equitable relief in the name of County or Segal against any such person. Segal agrees that, except as directed by County, Segal 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, Segal will promptly turn over to County all documents, papers, and other matter in Segal's possession to which the County is entitled which embody Confidential Information.

11.4 Segal 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, may give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and upon a proper showing obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Segal 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.

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

11.6 Segal 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 Segal 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 12. Independent Contractor

12.1 In the performance of work or services hereunder, Segal shall be deemed an independent contractor from the County. Any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Segal or, where permitted, of its subcontractors.

12.2 Segal 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 13. Notices

13.1 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).

13.2 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 Purchasing Department
Attn: Purchasing Agent
301 Jackson Street
Richmond, Texas 77469

With copies to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Segal: The Segal Group, Inc.
Attn: General Counsel
333 West 34th Street
New York, NY 10001-2402
Contract_Notice@segalco.com

With an email copy to: Ruth Ann Eledge
reledge@segalco.com

13.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

13.3.1 If the Notice is delivered in person, sent by registered or certified mail or a nationally recognized overnight courier, or upon receipt as indicated by the date on the signed receipt.

13.3.2 If notice is delivered by electronic mail, upon confirmation of receipt, whether telephonically or by electronic transmission.

13.3.3 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 14. Compliance with Laws

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

14.2 Segal agrees to render services in a manner which complies with all ethics laws, rules and regulations. Segal agrees to properly register, if necessary, as a lobbyist representing the County, and to make all necessary lobbying reports to the proper authorities

Section 15. Performance Representation

15.1 Segal represents to County that Segal has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession, and Segal 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 local professional standard of care.

15.2 Segal represents 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 16. Assignment

16.1 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.

16.2 Neither party may delegate any performance under this Agreement.

16.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

16.4 Notwithstanding anything else in this Section, Segal may assign its rights or delegate performance to one of its affiliates that is wholly-owned by the same parent company (The Segal Group, Inc.) and operating under the same trade name; provided that there is no change in primary personnel performing services or to the ownership structure of The Segal Group, Inc.

Section 17. Political Contributions

All of the compensation to be paid to Segal is for services to be rendered and is not paid pursuant to any agreement or understanding between Segal and the County that Segal or one of its employees will make any contribution to a political party or candidate.

Section 18. 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 19. Successors and Assigns

County and Segal 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 20. Third Party Beneficiaries

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

Section 21. 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 22. 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 Segal 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. Segal is, however, expressly authorized to include County's name and logo/trademark in a list of representative clients for marketing and/or sales purposes.

Section 23. 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 24. Conflict

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

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2252.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Section 26. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Section 27. Travel Expenses

Travel and mileage expenses incurred in the performance of required Services will be compensated only when approved in advance by County and provided that expenses comply with the County's Travel Policy, which will be provided upon request.

Section 28. Conflicts of Interest

A "Conflict of Interest" refers to a situation where either (i) Segal, or any of its subcontractors is unable, or potentially unable, to render impartial assistance or advice to the County, or (ii) Segal's, or any subcontractor's, objectivity in performing under this Agreement is, or might be, otherwise impaired owing to other activities and/or relationships with other persons. Segal hereby affirms that it is not aware of any relevant facts or circumstances that currently, or could in future, give rise to a Conflict of Interest.

If an actual or potential Conflict of Interest arises at any time during the term of this Agreement, Segal shall make a full disclosure in writing to the County of all relevant facts and circumstances. This disclosure shall include a description of actions that Segal has taken and proposes to take to avoid, mitigate, or neutralize the action or potential conflict of interest. Segal will continue performance of work under the agreement until notified by the County of any contrary action to be taken.

Section 29. Entire Agreement

The foregoing contains the entire Agreement of the parties hereto and supersedes any and all prior written or oral Agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing signed by the parties.

{Execution Page Follows}

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 date signed by the last party hereto.

FORT BEND COUNTY

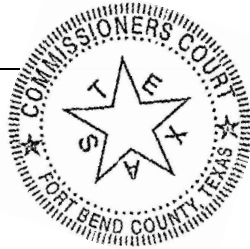
KP George
County Judge KP George

KP George
County Judge

10/26/2021
Date

ATTEST

Laura Richards
Laura Richards
County Clerk



THE SEGAL COMPANY d/b/a SEGAL

R Eledge

Authorized Agent – Signature

Ruth Ann Eledge
Authorized Agent - Printed Name

Vice President
Title

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 215,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

EXHIBIT A: Segal's Revised Proposal

EXHIBIT A

REVISED PROPOSAL FOR COMPENSATION STUDY

RFP #R21-089



Fort Bend County, TX

Revised Proposal for Compensation Study

RFP #R21-089

Revised September 9, 2021 / Ruth Ann Eledge, Vice President



The Segal Company (Western States) Inc.,
d/b/a Segal
901 Mopac Expressway South
Building 1, Suite 300
Austin, TX 78746
T 214.466.2450
F 214.481.0460
segalco.com

September 9, 2021

Paige McInnis
Assistant County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469

Re: RFP #21-089 Revised Proposal for Compensation Study

Dear Ms. McInnis:

Thank you for the opportunity to submit this revised proposal for a compensation study for the Fort Bend County ("the County"). Through our extensive experience providing human resources advice to public sector clients nationwide, we think Segal is best qualified to assist you with this project. We have conducted similar projects for:

- Fort Bend Central Appraisal District
- Harris County Appraisal District
- Montgomery Central Appraisal District
- Jackson County
- Johnson County
- Rockwall County
- Smith County
- Webb County
- City of Austin
- City of Bryan
- City of Carrollton
- City of College Station
- City of Fort Worth
- City of Garland
- City of Houston
- City of League City
- City of San Antonio
- City of San Marcos
- City of Wylie
- City of Austin – Transportation Dept.
- Denton County Transportation Authority
- Harris County Transportation Authority
- North East Texas Regional Mobility Authority
- Port of Houston Authority
- City of Austin – Austin Energy
- City of Austin – Austin Water
- Greenville Electric Utility System
- Guadalupe-Blanco River Authority
- Kerrville Public Utilities Board
- New Braunfels Utilities
- Trophy Club Municipal Utility District
- San Antonio Housing Authority
- Center for Health Care Services of Bexar County
- College of the Mainland
- Collin County Community College

Segal has successfully maintained business continuity and client deliverable deadlines during the current Covid-19 situation. We continue to manage our projects by communicating with clients via virtual technology, conducting Project Team meetings, employee interviews, and presenting final reports via conference call or video conference. Segal currently uses Zoom, Go-

to-Meeting, Microsoft Teams, and WebEx to conduct meetings that were originally scheduled to take place on-site.

We appreciate your consideration for this assignment and welcome the opportunity to meet with you to answer any questions you have. Please feel free to contact me by phone at 214.466.2460 or by email at reledge@segalco.com. As an officer of the firm, I am authorized to bind the proposer to the terms of the proposal.

Sincerely yours,

A handwritten signature in black ink that reads "R. Eledge". The signature is written in a cursive, flowing style.

Ruth Ann Eledge, SPHR, SHRM-SP
Vice President

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Executive Summary

We understand the County seeks the assistance of a consultant to perform a compensation study that will provide an effective analysis utilizing market salary data to create and submit a report summarizing the results as compared to other private and governmental entities. This study will affect approximately 3,089 employees covered by 626 job titles.

Specifically, we understand the scope of this study will include:

- Conduct onsite and/or virtual meetings with the Human Resources Project Team in order to develop a strategy, review progress, make presentations, and communicate implementation
- Provide recommendations for changes to the current classification and compensation plan, as the County wants to convert current Hay System to a Minimum/Midpoint/Maximum pay structure for all positions throughout the entire County
- Provide a gender survey for all positions throughout the County
- Provide a race survey for all positions throughout the County
- Provide a strategy for raising the minimum wage to \$15 per hour for both full-time and part-time employees

Our proposed work plan for this assignment includes the following steps:

- Step 1: Project Initiation
- Step 2: Salary Market Assessment
- Step 3: Recommendations Development
- Step 4: Job Evaluation/Internal Equity Options
- Step 5: Pay Equity Analysis
- Step 6: Present Final Results

We have described each project step in more detail below and on the following pages.

[Primary Contact](#)

Ruth Ann Eledge, SPHR, SHRM-SP
Vice President
901 Mopac Expressway South
Building 1, Suite 300
Austin, TX 78746
reledge@segalco.com
T 214.466.2460
F 214.481.0460

Tab 1. Understanding Requirements

About Our Company

The Segal Group (www.segalco.com) has been a leading, independent firm of benefit, compensation, and human resources consultants since its founding in 1939. Our clients include corporations, non-profit organizations, higher education institutions, professional service firms, and public sector entities, and jointly trusted benefit funds.

Segal is an independent, employee-owned private corporation with no ties to any other companies. Our only interest is in providing unbiased solutions to clients' total rewards needs.

Our firm is headquartered in New York and has more than 1,000 employees working in the following offices throughout the U.S. and Canada.

| | | |
|-----------------|----------------------------|-------------------|
| Albuquerque, NM | Detroit, MI | New York, NY |
| Atlanta, GA | Edmonton, AB | Philadelphia, PA |
| Austin, TX | Fort Washington, | Phoenix, AZ |
| Boston, MA | Hartford, CT | Princeton, NJ |
| Braintree, MA | Juneau, AK | San Francisco, CA |
| Chicago, IL | Los Angeles (Glendale), CA | Toronto, ON |
| Cleveland, OH | Minneapolis, MN | Washington, DC |
| Denver, CO | Montreal, QC | Worcester, MA |

For 80 years, we have developed cutting-edge total rewards approaches that provide quality health care, secure retirement, and competitive compensation programs for our clients' employees. Offering comprehensive total compensation and benefits packages requires governments to continually search for cost efficiencies and innovations. Many widely accepted benefit practice and cost containment solutions were originally designed by Segal.

Company History and Staff

The Segal Group was founded as the Martin E. Segal Company in October 1939, early in the development of employee benefit plans in American industry. From the beginning, Segal has been involved in developing health and retirement programs that meet the needs of employees and employers.

Through our history, we've built a group of brand names you've come to count on for truly personal actuarial, investment and human resources consulting expertise aimed at one mission: delivering trusted advice that improves lives. **Today in 2021, we now formally operate under one name: Segal.**

Segal, Segal Benz and Segal Marco Advisors are all members of the Segal family. While company names and logos have evolved over the firm's 80-year history, we remain an employee-owned firm known for providing unbiased consulting based on the integrity, expertise, personal investment and trusted advice of our people.

The Segal Group is a founding member of the Multinational Group of Actuaries and Consultants (MGAC), whose member companies across the world meet clients' needs for assistance in international benefits planning

The Segal Group is a private corporation owned by its active officers, with no shareholder owning more than 5% of the common stock. Our firm's chief officers are:

- Joseph Lo Cicero – Chairman
- David Blumenstein – President and Chief Executive Officer
- Ricardo DiBartolo – Senior Vice President, Chief Financial Officer and Treasurer
- Steven Greenspan – Senior Vice President, Secretary and General Counsel

Company Organization Chart

Segal is a completely independent organization with no ties to any other companies. Our only interest is in providing unbiased solutions to clients' total rewards needs. Visit us at www.segalco.com.

| ★ Segal | ★ SEGAL BENZ | ★ Segal Marco Advisors |
|--|---|--|
| <p>Our teams help a wide range of industries. No matter who you are, we can assist you with:</p> | | |
| <ul style="list-style-type: none"> Administration and Technology Consulting Benefit Audit Solutions Compensation and Career Strategies Compliance | <ul style="list-style-type: none"> Health and Welfare Benefits HR and Benefits Technology Insurance Organizational Effectiveness Retirement Benefits | <ul style="list-style-type: none"> Benefits Communication Communication Strategy Personalized Benefit Statements Surveys and Focus Groups Website and Portal Design |
| <ul style="list-style-type: none"> Advisor Solutions for Financial Intermediaries Corporate Governance and Proxy Voting Defined Contribution Consulting Discretionary Consulting Investment Solutions Traditional Consulting | | |
| <p align="center">  Not any solution—your solution. Personalized advice and help. </p> | | |

Compensation & Career Strategies Services

Segal's Compensation & Career Strategies practice offers solutions and advice regarding:

- Total Compensation Market Studies
- Total Compensation System Design and Implementation
- Job Classification Analyses
- Job Evaluation System Design and Implementation
- Performance Management System Design and Implementation
- Employee Opinion Surveys
- Pay Equity Analysis
- Cost Modeling

Our consulting approach is based on customized solutions to meet specific needs, not “off-the-shelf” systems. Our goal is to maximize the value of total rewards by encouraging employee participation in our engagements. This is crucial to a successful outcome.

Total Compensation Market Studies

We conduct total compensation market analyses targeted to specific comparable employers. This process identifies benchmark positions that are representative of an employer's workforce. The surveys capture information on pay ranges, maximum hiring pay rates, pay progression policies, performance-based reward systems, paid time off, health and welfare related benefits, and retirement benefits. As a routine part of any project, Segal provides clients with all detailed source data received through our surveys.

Total Compensation System Design and Implementation

We design total reward systems by working with clients to develop compensation philosophies that support organizational strategic goals and compensation best practices. We frequently work with clients to transform longevity-based pay programs to performance-based systems. Additionally, we often work with our clients in a joint labor-management environment to facilitate and communicate reward system changes.

Job Classification Analyses

Classification studies include development and analysis of position questionnaires and employee interviews as the basis for evaluating and streamlining the classification structure. Additionally, we can assist in developing customized job descriptions that are consistent with legislation such as FLSA and ADA.

Job Evaluation System Design and Implementation

Our Segal Evaluator™ point-factor method of job evaluation is easily understood and provides an internal hierarchy based on established factors common to jobs throughout the organization. This approach determines the eight specific compensable factors customized to support the operating environment and organizational structure of each client.

Performance Management

Based on an organization's compensation strategy, we will develop a performance management approach that includes tools to measure individual and group performance as well as tie the performance management system to a pay delivery approach.

Employee Opinion Surveys

As part of evaluating total compensation programs, we frequently design and implement opinion surveys to measure employees' preferences and priorities regarding all aspects of their rewards of work (direct compensation, paid leave, benefits programs, work environment, career opportunities, affiliation with the organization, and other aspects). Our analysis can include comparisons of demographic groups, highlighting differences by occupational categories, career stage, or other groupings. In addition, we often conduct employee engagement surveys to understand employees' level of motivation and morale, turnover potential, and other measurable aspects of commitment and engagement with the organization.

Pay Equity Analysis

As an increasing number of states have enacted pay equity legislation, Segal can conduct pay equity analysis based on gender and/or race. Our analysis identifies the existence of potential pay disparities and provides recommendations for policies to correct and prevent inequities.

Cost Modeling

Most reward system redesigns result in a fiscal impact to the employer. Our modeling approach not only identifies the immediate impact of implementation, but also provides a multi-year perspective to identify steady employer costs.

Similar Experience

Segal has conducted similar studies for public sector organizations in Texas and throughout the country. The following are a representative example of similar classification and compensation studies. Please see additional information regarding our experience under Tab 3 references.

Webb County, TX

- Conducted a classification and compensation study for the County
- Conducted classification analysis for 30 specific benchmark job titles, determined FLSA status, conducted employee interviews, developed updated class specifications
- Analyzed market data for approximately 100 benchmark jobs using twelve (12) peer comparators
- Updated current pay structure and developed pay schedules
- Recommended grade assignments for all job titles covered by the study
- Identified potential pay compression issues and provided alternative implementation solutions
- Recommended compensation policies including job reclassifications
- Estimated the cost of implementing the recommended pay schedules and placement of each employee within the new pay ranges

- Currently provide human resources consulting services on an ad-hoc basis
- Dates of Services: 2018 – Current Client

City of Fort Worth, TX

- Researched, developed and recommended compensation structures for the City's general exempt and non-exempt job classifications utilizing market data provided by the City and proposed a job classification system to upgrade or replace the City's current job classification system for their general employee classifications
- Analyzed approximately 435 job titles covering approximately 3,745 employees
- Analyzed market data provided by the City for 134 benchmark jobs from approximately 35 benchmark organizations using market data collected and provided by the City
- Updated current pay schedules and design recommended salary schedules
- Recommend compensation structures for the City's exempt classifications
- Developed options and approaches for long-term sustainability; facilitated discussions on successful approaches for system maintenance, including policy changes to guide future compensation approaches based on best practices
- Prepared and delivered report; provided documentation on proposed changes and assist in the communication of these changes; defined the approach to be used in evaluating market changes; identified steps to recommend structure adjustments; provided options for movement through pay ranges; developed administrative guidelines for continued maintenance of the compensation system
- Dates of Services: 2014 – Current Client

City of Houston, TX

- Reviewed and redesigned job classification system and structure for 14,000 employees
- Developed a total compensation labor market survey and database for 109 benchmark municipal jobs in 19 job families and Uniformed Police and Fire jobs
- Reviewed and redesigned point-factor job evaluation system
- Reclassified all civilian job titles
- Supported negotiations with police and fire fighter employee associations
- Worked with joint labor-management committee to develop revised prevailing wage rates applicable to unionized skilled trade occupations
- Conducted an Environmental Scan to collect information from four (4) key major cities regarding practices for supporting their workforce through the HR function including organizational structure and internal processes
- Currently provide benefits consulting services related to health plan evaluations, prescription drug, dental program, health benefit claims auditing, and total compensation statements
- Dates of Services: 1998 – Current Client

Tab 2. Updated Cost Proposal

RFP 21-089 Compensation Study for Fort Bend County

Exhibit I: Pricing

| <u>Item No.</u> | <u>Description</u> | <u>Unit of Measure</u> | <u>Total Price</u> |
|-----------------|--------------------|------------------------|--------------------|
| 1. | Compensation Study | Lump Sum | \$ <u>215,000</u> |

Acknowledgement of Receipt of Addendum(s), if issued by Purchasing, to the Request for Proposal Document.

Addendum No 1 dated 06/16/2021 Received 06/16/2021

Addendum No 2 dated _____ Received _____

Addendum No 3 dated _____ Received _____

The Segal Company (Western States), Inc., d/b/a Segal
Name of Respondent

R Eledge
Signature of Authorized Representative

Ruth Ann Eledge, Vice President
Printed Name of Representative

Segal is fully aware of the sensitivity of budget allocations for public sector 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 | Fixed Fee |
|--|---------------------|
| <p>Step 1: Project Initiation</p> <p>Assumes we will be on-site two (2) days to meet with the County's Project Team and conduct stakeholder interviews, as well as time associated with learning about the County's current compensation and classification structures, policies, and practices. Develop communication plan.</p> | \$10,000 |
| <p>Step 2: Salary Market Assessment</p> <p>Assumes the following:</p> <ul style="list-style-type: none"> • Develop a customized salary market survey document with up to 100 benchmark job titles, to be distributed to no more than 12 public sector peer employers, as well as the use of up to three (3) published data sources to represent the private sector market • One draft and one final report of the market study findings | \$50,000 |
| <p>Step 3: Recommendations Development</p> <p>Assumes the following:</p> <ul style="list-style-type: none"> • Develop pay schedule(s) to cover all jobs covered by the study • Recommend grade assignments for all job titles covered by the study • Develop Recommended Pay Policies • Determine Cost Impact • Assist with implementation | \$10,000 |
| <p>Step 4: Job Evaluation/Internal Equity Options</p> <p>Assumes the following:</p> <ul style="list-style-type: none"> • Meet with the project team to review and discuss job evaluation options • Develop and distribute a job description questionnaire covering 25% of the County's 626 job titles (approximately 155 job titles) to clarify job duties and responsibilities for conducting job evaluations • Apply selected job evaluation approach to the Counties 626 job titles utilizing existing County job descriptions • Develop recommendations for maintaining internal equity | \$90,000 |
| <p>Step 5: Pay Equity Analysis</p> <p>Assumes the following:</p> <ul style="list-style-type: none"> • Analyze census data, job description questionnaires, other materials covering the County's approximately 3,089 employees covered by 626 job titles • Identify whether any pay disparities exist among employees performing similar work | \$50,000 |
| <p>Step 6: Present Final Results to the County</p> <p>Assumes we develop and deliver one presentation, either on-site or via video conference, to Fort Bend County Commissioners Court</p> | \$5,000 |
| <p>TOTAL FIXED FEE (Without Optional Services)</p> | \$215,000 |
| <p>Optional Service: Additional Job Description Questionnaires</p> <ul style="list-style-type: none"> • In addition to the 25% of the County's 626 job titles (approximately 155 job titles) included in Step 4: Job Evaluation/Internal Equity Options | \$250 per Job Title |

Our total fixed fee (without optional services) represents the County's investment of approximately \$70 for each employee.

The proposed fee includes charges for all professional, analytic, and administrative services, as well as all expenses associated with materials, supplies, overhead, and travel for all tasks outlined in this proposal except as otherwise noted.

Our total fixed fee will be billed at the end of each month in 5 equal invoices for \$40,000 and a final invoice for \$15,000 upon conclusion of the project.

Please note: if the information in the census file is inaccurate additional hourly fees may be charged for data correction and preparation.

Travel expenses for meetings scheduled less than one week in advance will be charged additionally. If a scheduled meeting is cancelled by the client, any non-refundable travel expenses will be billed to the client at cost.

Our proposed fee assumes only the services and on-site meetings described in the proposal. Should the County request additional services or additional on-site meetings, we would charge the hourly rates shown below, as well as for the time and expenses associated with travel.

| Staff Member | Title/Role | 2021 Hourly Rate |
|-----------------|-----------------------------------|------------------|
| Ruth Ann Eledge | Vice President, Senior Consultant | \$400 |
| Rebecca Dayton | Senior Associate | \$285 |
| Joyce C. Powell | Senior Associate | \$250 |
| Renee Grasso | Associate | \$225 |

For your convenience, invoices can be paid by wire transfer. Please see the following information included below.

| By Wire Transfer |
|---|
| JP MORGAN/CHASE BANK Acct Name: THE SEGAL COMPANY (WESTERNSTATES) INC. Acct Type: CHECKING Acct #: 1440-74105 ABA #: 021000021 |
| Please reference client name and invoice. |

Tab 3. References

Webb County, TX

1000 Houston Street, 2nd floor
Laredo, Texas 78040

Mr. Leroy Medford
Executive Administrator

(956) 523-5930
lrmedford@webbcountytx.gov

- Conducted a classification and compensation study for the County
- Conducted classification analysis for 30 specific benchmark job titles, determined FLSA status, conducted employee interviews, developed updated class specifications
- Analyzed market data for approximately 100 benchmark jobs using twelve (12) peer comparators
- Updated current pay structure and developed pay schedules
- Recommended grade assignments for all job titles covered by the study
- Identified potential pay compression issues and provided alternative implementation solutions
- Recommended compensation policies including job reclassifications
- Estimated the cost of implementing the recommended pay schedules and placement of each employee within the new pay ranges
- Currently provide human resources consulting services on an ad-hoc basis
- *Dates of Services: 2018 – Current Client*

City of San Marcos, TX

630 E. Hopkins
San Marcos, TX 78666

Ms. Linda Spacek
Director of Human Resources

(512) 393-8072
lspacek@sanmarcostx.gov

- Conducted a market update
- Analyzed market data for 91 general and 24 executive benchmark jobs using twenty (20) peer comparators
- Updated current pay structure and developed pay schedules
- Recommended grade assignments for all job titles covered by the study
- Estimated the cost of implementing the recommended pay schedules and placement of each employee within the new pay ranges
- Assisted with implementation
- *Dates of Services: 2016 – 2017*

City of Fort Worth, TX

1000 Throckmorton Street
Ft. Worth, TX 76102

Mr. Howard Cates, CPM, SPHR, SHRM-SCP

HR Manager of Compensation,
Classification and Civil Service

(817) 392- 7772
Howard.Cates@fortworthtexas.gov

- Researched, developed and recommended compensation structures for the City's general exempt and non-exempt job classifications utilizing market data provided by the City and proposed a job classification system to upgrade or replace the City's current job classification system for their general employee classifications
 - Analyzed approximately 435 job titles covering approximately 3,745 employees
 - Analyzed market data provided by the City for 134 benchmark jobs from approximately 35 benchmark organizations using market data collected and provided by the City
 - Updated current pay schedules and design recommended salary schedules
-

- Recommended compensation structures for the City's exempt classifications
- Developed options and approaches for long-term sustainability; facilitated discussions on successful approaches for system maintenance, including policy changes to guide future compensation approaches based on best practices
- Prepared and delivered report; provided documentation on proposed changes and assist in the communication of these changes; defined the approach to be used in evaluating market changes; identified steps to recommend structure adjustments; provided options for movement through pay ranges; developed administrative guidelines for continued maintenance of the compensation system
- *Dates of Services: 2014 – 2018*

City of Houston, TX

HR Financial and Accounting
Management
611 Walker, 4th Floor
Houston, TX 77002

Mr. Bob Johnson
Division Manager, Compensation
(832) 393-6083
bob.johnson@houstontx.gov

- Reviewed and redesigned job classification system and structure for 14,000 employees
- Developed a total compensation labor market survey and database for 109 benchmark municipal jobs in 19 job families and Uniformed Police and Fire jobs
- Reviewed and redesigned point-factor job evaluation system
- Reclassified all civilian job titles
- Supported negotiations with police and fire fighter employee associations
- Worked with joint labor-management committee to develop revised prevailing wage rates applicable to unionized skilled trade occupations
- Conducted an Environmental Scan to collect information from four (4) key major cities regarding practices for supporting their workforce through the HR function including organizational structure and internal processes
- Currently provide benefits consulting services related to health plan evaluations, prescription drug, dental program, health benefit claims auditing, and total compensation statements
- *Dates of Services: 1998 – Current Client*

City of Bryan, TX

300 S. Texas Avenue
Bryan, TX 77803

Ms. Kari Griffith-French
Human Resources Director
(979) 209-5065
kgriffin-french@bryantx.gov

- Developed a customized salary market survey documents and analyzed market data for 95 positions (general city, public safety, and professional engineer) using 12 peer comparators
- Developed and distributed a customized salary market survey document and analyzed data for up to 50 positions (general city, supervisory, professional, business operations, skilled labor) using 12 peer comparators
- Identified potential risks and issues with potential implementation strategies
- Developed potential implementation strategy for updating current structures pay with emphasis on hard to fill and critical positions and assist with implementation
- Developed a three to five year plan regarding future workforce planning, salary budgets, and other key factors trending in specific job markets
- *Dates of Services: 2015, 2018 – 2020*

City of College Station, TX

PO Box 9960
College Station, TX 77842

Ms. Celeste Reese
Compensation & Classification Manager

(979) 764-3546
creese@cstx.gov

**Joint Study with:
City of Bryan, TX**

- Conducted a salary market study for 95 positions within the two cities and an additional 25 Electric Utility positions within the City of College Station
- Surveyed 12 public sector entities in the State of Texas
- Updated current salary schedule
- Recommended grade assignments for all job titles covered by the study
- Identified potential risks and issues related to recruitment and retention with an emphasis on hard-to-fill, critical positions
- Determined cost impact of implementing changes and recommendations
- Provided a market survey update for approximately 32 positions
- *Dates of Services: 2015 - 2020*

City of San Antonio, TX

111 Soledad, Suite 200
San Antonio, TX 78205

Ms. Krystal Strong
Assistant Director, Human Resources

(210) 391-1791
krystal.strong@sanantonio.gov

- Conducted a compensation study for four (4) executive positions utilizing ten (10) public sector peer employers
- Developed recommended pay schedule and pay grade assignments for all job titles
- Developed recommended pay practices
- Recommended a pay philosophy to the City to lead the market
- Developed an annual performance evaluation process and metrics for executive staff
- Identified specific performance measures that reflect organizational goals
- Developed performance management/evaluation tools and process involving City Council members
- Provided training regarding performance management processes
- *Dates of Services: 2018 – 2019*

Pierce County, WA

950 Fawcett Avenue, Suite 100
Tacoma, WA 98402

Ms. Christina Roberts
Assistant Director of Human Resources

(253) 798-6678
christina.roberts@piercecountywa.gov

- Conducted a classification and compensation study affecting approximately 2,243 employees covered by 459 job titles and represented employees in 24 unions.
- Assessed the County's existing classification system and recommended modifications to classification structure and reclassification methodology
- Conducted a market study of selected represented and non-represented cash pay ranges using a selected number of benchmark jobs from across the County
- Conducted a custom market study of employer-sponsored health care plans and retirement plans among public employers
- Compared the County's total compensation program (cash and benefit plans) with other public employers in the geographic areas from which the County also recruits
- Provide subjected matter expertise for the design and implementation of a total compensation philosophy and strategy
- Developed recommended compensation policies
- Estimated the cost of implementing the recommended pay schedule and assisted with implementation
- *Dates of Services: 2018 -2019*

The following reports, available online, provide specific examples of how our organization's expertise and recommendations have benefited a public agency:

State of Alaska

<http://doa.alaska.gov/dop/fileadmin/directorsoffice/pdf/segalfinalreport.pdf>

State of Colorado

https://www.colorado.gov/pacific/sites/default/files/DPA%20Annual%20Compensation%20Survey%20Report%20FY2014-15_0.pdf

State of Rhode Island

<http://www.local2881.org/docs/Segal%20Report%20to%20State%20of%20RI%2001-26-13.pdf>

State of Washington

<https://ofm.wa.gov/state-human-resources/compensation-job-classes/compensation-administration/state-salary-survey>

City of Phoenix, AZ

<https://www.phoenix.gov/itssite/Documents/070008.pdf>

City of San Antonio, TX

<https://therivardreport.com/wp-content/uploads/2019/03/City-of-San-Antonio-TX-2018-Compensation-Report-FINAL.pdf>

City of San Diego Police Department, CA

http://www.sandiego.gov/mayor/pdf/sdpc_repositions11614.pdf

City of Sioux Falls, SD

<https://www.siouxfalls.org/-/media/Documents/hr/2018-comp-benefits.ashx>

Macomb County, MI

https://hrlr.macombgov.org/sites/default/files/content/government/hrlr/On-site%20Final%20Report%20Presentation_Feb%2014.pdf?webdesign=adaptive

Pierce County, WA

<https://www.piercecountywa.gov/DocumentCenter/View/83114/Pierce-County---Total-Compensation-Study-Report>

Prince George's County Public Schools, MD

<https://offices.pqcps.org/Compensation-and-Classification/content/Compensation-Restoration-Task-Force-Study-Findings-Report/>

Southern California Regional Rail Authority

http://metrolink.granicus.com/AgendaViewer.php?view_id=3&clip_id=404

State of Maine

<http://mseaseiu.org/forms/201120MarketStudyReport.pdf?emci=7daae40a-196b-eb11-9889-00155d43c992&emdi=28b84219-e76b-eb11-9889-00155d43c992&ceid=15016323>

Additionally, please view the following video for a demonstration of our Employee Presentation:
<https://www.youtube.com/watch?v=mANlaWDw6bg>

Segal Client List

States, Agencies, Retirement Systems

State of Alabama
State of Alaska
State of Arizona
Central Arizona Fire and Medical Authority
State of Colorado
Division of Human Resources
Office of the State Auditor
District of Columbia
State of Delaware
State of Georgia:
Department of Audits & Accts
Merit System
State of Illinois:
Board of Education
Teachers' Retirement System
Universities Retirement System
State of Iowa
State of Maryland:
Department of Budget & Management
Department of Mental Health
Commonwealth of Massachusetts:
Bay Transportation Authority
Department of Transportation
School Building Authority
State Lottery
Treasurer & Receiver
Teachers' Retirement System
State of Maine
State of Minnesota Public Safety Commission
State of New Hampshire (DAS)
State of North Carolina Education Lottery
State of Ohio Public Employees Retirement System
State of Oregon:
Department of Administrative Services
Legislative Assembly
Lottery
State of Rhode Island
State of Texas Employees Retirement System
State of Washington

Court Systems

Administrative Office of the U.S. Courts
State of California Superior Court, County of Los Angeles
State of Colorado Judicial Branch
State of Maine Judiciary
State of Maryland Judiciary
Commonwealth of Massachusetts Trial Court
State of Minnesota Judiciary
State of New Hampshire Judicial Branch
State of New Jersey Judiciary
State of Ohio Supreme Court
State of Vermont Judiciary
State of Washington Administrative Office of the Courts

Counties

Albemarle County (VA)
Anderson County (SC)
Anne Arundel County (MD)

Arlington County (VA)
Barry County (MI)
Bay County (MI)
Boulder County (CO)
Campbell County (WY)
City/County of Denver (CO)
Coconino County (AZ)
Deschutes County (OR)
Fairfax County (VA)
Forsyth County (GA)
Fort Bend Central Appraisal District (TX)
Frederick County (MD)
Harris County Appraisal District (TX)
Inyo County (CA)
Isabella County (MI)
Jackson County (TX)
Jefferson Parish (LA)
Johnson County (TX)
Kenosha County (WI)
Lake County (IL)
Laramie County (WY)
Laramie County Library System (WY)
Las Vegas – Clark County Library (NV)
Lexington County (SC)
Lincoln County (SD)
Los Alamos County (NM)
Macomb County (MI)
Minnehaha County (SD)
Mohave County (AZ)
Montgomery Central Appraisal District (TX)
Oakland County (MI)
Pierce County (WA)
Pinal County (AZ)
Pinellas County (FL)
Prince George's County (MD)
Prince William County (VA)
Rockwall County (TX)
Santa Barbara County (CA)
Seminole County (FL)
Shelby County (TN)
Smith County (TX)
Sonoma County (CA)
Spotsylvania County (VA)
Stafford County (VA)
Washington County (WI)
Waukesha County (WI)
Webb County (TX)

Municipalities

City of Albuquerque (NM)
City of Alexandria (LA)
City of Alexandria (VA)
City of Asheville (NC)
City of Aspen (CO)
City of Aurora (CO)
City of Austin (TX)
City of Avondale (AZ)
City of Baltimore (MD)
City of Boston (MA)
City of Bowie (MD)
City of Bristol (CT)
City of Bryan (TX)
City of Buckeye (AZ)
City of Cape Coral (FL)
City of Cambridge (MA) – Public Library
City of Carrollton (TX)
City of Cedar Rapids (IA)

City of Carlsbad (CA)
City of Chandler (AZ)
City of Charlotte (NC)
City of College Station (TX)
City of Dover (DE)
City of Fort Lauderdale (FL)
City of Fort Worth (TX)
City of Frederick (MD)
City of Gaithersburg (MD)
City of Garland (TX)
City of Gastonia (NC)
City of Glendale (AZ)
City of Goleta (CA)
City of Goodyear (AZ)
City of Grand Rapids (MI)
City of Greenville (NC)
City of Greenville (SC)
City of Henderson (NV)
City of Hollywood (FL)
City of Houston (TX)
City of Kansas City (MO)
City of Knoxville (TN)
City of Lansing (MI)
City of Las Vegas (NV)
City of League City (TX)
City of Livermore (CA)
City of Manassas (VA)
City of Maricopa (AZ)
City of Middletown (CT)
City of New Bedford (MA)
City of North Kansas City (MO)
City of Oklahoma City and Its Trusts (OK)
City of Olathe (KS)
City of Palo Alto (CA)
City of Phoenix (AZ)
City of Pittsburgh (PA)
City of Prescott (AZ)
City of Raleigh (NC)
City of Rehoboth Beach (DE)
City of Richmond (CA)
City of Salem (VA)
City of San Antonio (TX)
City of San Diego (CA)
City of San Marcos (CA)
City of San Marcos (TX)
City of Santa Cruz (CA)
City of Santa Monica (CA)
City of Seaford (DE)
City of Seattle (WA)
City of Sedona (AZ)
City of Sierra Vista (AZ)
City of Sioux Falls (SD)
City of Solon (OH)
City of Surprise (AZ)
City of Wilmington (DE)
City of Wylie (TX)
Bloomfield Township (MI)
Terrebonne Parish (LA)
Town of Acton (MA)
Town of Buckeye (AZ)
Town of Millsboro (DE)
Town of Ocean City (MD)

Transportation Systems

Alaska Railroad Corporation
 AC Transit (CA)
 Bay Area Rapid Transit (CA)
 Ben Franklin Transit (WA)
 Bishop International Airport Authority (MI)
 City of Austin – Transportation Dept. (TX)
 Central New York Regional Transportation Authority (NY)
 Central Ohio Transit Authority (OH)
 C-TRAN (WA)
 Columbus Regional Airport Authority (OH)
 Denton County Transportation Authority (TX)
 Des Moines Area Regional Transit (IA)
 Fort Wayne-Allen County Airport Authority
 Golden Gate Bridge and Highway Transportation District (CA)
 Harris County Transportation Authority (TX)
 Hillsborough Area Regional Transit (FL)
 Indianapolis Public Transportation (IN)
 Jacksonville Aviation Authority (FL)
 Jacksonville Transportation Authority (FL)
 Kansas City Area Transit Authority (MO)
 Kenton County Airport Board (KY)
 Lehigh Northampton Airport Authority (PA)
 Lincoln Airport Authority (NE)
 Maryland Transit Administration
 Metro St. Louis (MO)
 Metropolitan Atlanta Rapid Transit Authority
 Metropolitan Nashville Airport Auth. (TN)
 Milwaukee County Transportation Auth. (WI)
 Naples Airport Authority (FL)
 National Railway Labor Commission
 New Jersey Turnpike Authority
 North East Texas Regional Mobility Authority (TX)
 Northern Arizona Intergovernmental Transportation Authority
 Orange County Transportation Authority (CA)
 Pace, Suburban Bus Division of the RTA (IL)
 Pierce Transit (WA)
 Port Authority of Allegheny County (PA)
 Port of Houston Authority (TX)
 Raleigh-Durham Airport Authority (NC)
 Regional Transit District (CO)
 San Mateo County Transit (CA)
 Southern California Regional Rail Authority
 Transit Management of Southeast Louisiana
 Transit Management of Washoe County (NV)
 Valley Metro/RPTA (AZ)
 Victor Valley Transit Authority (CA)
 Virginia Railway Express
 Washington DC Metropolitan Area Transit Authority
 Wayne County Airport Authority (MI)

Utilities and Water Authorities

Birmingham Water Works Board (AL)
 Castaic Lake Water Authority (CA)
 Central Arizona Project (AZ)
 City of Austin – Austin Energy (TX)
 City of Austin – Austin Water (TX)
 Coachella Valley Water District (CA)
 Colorado Springs Utilities
 Columbus Water Works (GA)
 Delta Diablo District (CA)
 Denver Water (CO)
 Des Moines Water Works (IA)
 D.C. Water & Sewer Authority
 Easton Utilities Commission (MD)
 Florida Municipal Power Agency
 Fairfax Water (VA)
 Great Lakes Water Authority (MI)
 Greenville Electric Utility System (TX)
 Greenville Utilities Commission (NC)
 Guadalupe-Blanco River Authority (TX)
 Kernville Public Utilities Board (TX)
 Loudoun Water (VA)
 Metropolitan District Commission (CT)
 Narragansett Bay Commission (RI)
 Navajo Tribal Utility Authority (AZ)
 New Braunfels Utilities (TX)
 Orange County Public Utilities (FL)
 Platte River Power Authority (CO)
 Prince William County Service Authority (VA)
 Raleigh Public Utilities District (NC)
 Texas Municipal Power Authority
 Toho Water Authority (FL)
 Trophy Club Municipal Utility District (TX)
 Upper Occoquan Service Authority (VA)
 Water Replenishment District of Southern California
 West County Wastewater District (CA)

Other Clients

Baltimore County Public Library (MD)
 Bexar County Juvenile Probation Department
 CareerSource of Palm Beach County (FL)
 Cecil County Public Library (MD)
 Center for Health Care Services of Bexar County (TX)
 Cincinnati and Hamilton County Public Library (OH)
 Clearview Library District (CO)
 Columbus Metropolitan Library (OH)
 Cuyahoga Library District (OH)
 Detroit Land Bank (MI)
 Greater Vallejo Recreation District (CA)
 King County Housing Authority (WA)
 Maryland Fire and Rescue Institute
 Minnehaha County Deputies Association (SD)
 Northern California UFCW
 Northern Virginia Regional Park Authority
 Oakland Community Health Network (MI)
 Orleans Parish Sheriff's Office (LA)
 San Antonio Housing Authority (TX)
 San Joaquin Council of Governments (CA)
 Santa Barbara County Association of Governments (CA)
 Santa Monica Libraries (CA)
 Southeast Michigan Council of Governments (MI)
 Southern California Association of Governments (CA)
 Spokane Regional Health District (WA)
 Timberland Regional Library (WA)
 Tulsa City County Library (OK)
 U.S. Office of Personnel Management

Public School Districts

ABC Unified School District (CA)
 Adams 12 Five Star School District (CO)
 Alexandria City Public Schools (VA)
 Arlington Public Schools (VA)
 Boulder Valley School District (CO)
 Chesterfield County Public Schools (VA)
 Denver Public Schools (CO)
 East Baton Rouge Parish School System (LA)
 Fairfax County Public Schools (VA)
 Frederick County Public Schools (MD)
 Lafayette Parish School System (LA)
 Loudoun County Public Schools (VA)
 Norfolk Public Schools (VA)
 Prince George's Co Public Schools (MD)
 Prince William Co Public Schools (VA)
 Spokane Public Schools (WA)
 Springfield Public Schools (MA)
 Stafford County Public Schools (VA)
 Virginia Beach City Public Schools (VA)

Public Sector Higher Education

Bunker Hill Community College (MA)
 Butler Community College (KS)
 Central Piedmont Community College (NC)
 Central New Mexico Community College
 College of the Mainland (TX)
 Collin County Community College (TX)
 Colorado Community College System
 Community College of Philadelphia (PA)
 Community College System of New Hampshire
 Delaware County Community College (PA)
 George Mason University (VA)
 Grand Rapids Community College (MI)
 James Madison University (VA)
 Maricopa County Community College (AZ)
 Milwaukee Area Technical College (WI)
 Morehead State University (KY)
 Montgomery College (MD)
 Mott Community College (MI)
 Northern Virginia Community College
 Northern Wyoming Community College
 Palomar College (CA)
 Parkland College (IL)
 Portland Community College (OR)
 Radford University (VA)
 Texas A&M University Libraries
 Thomas Edison State College (NJ)
 University of Connecticut
 University of the District of Columbia
 Virginia Community College System
 Yavapai Community College (AZ)

Tab 4. Approach and Methodology

Our Overall Philosophy

Our organization was founded with these goals:

| | |
|------------|--|
| Aspiration | <ul style="list-style-type: none">• Be the highest impact Human Capital consulting firm |
| Mission | <ul style="list-style-type: none">• Create and implement solutions to Human Capital issues that generate high value employees and key stakeholders |
| Focus | <ul style="list-style-type: none">• Hold deep expertise in selected issues and industries• Be qualified to address complex, interdisciplinary Human Capital issues• Be strategic and closely linked to business strategy |
| Approach | <ul style="list-style-type: none">• Work closely with the client to identify root business issues• Support our recommendations with rigorous analysis• Build consensus around solutions with high ROI and solid business case• Deliver disciplined, detailed implementation |

Step 1: Project Initiation

1. Initial Meeting

The first task of this project will be to meet, either on-site or via video conference (depending on current travel restrictions), with the County's Project Team and any other key advisors to the project. The purpose of the meeting is to:

- Confirm the goals and objectives of the study
- Discuss the County's current compensation and classification structures, as well as the reasons for this project
- Finalize the timeline and specific dates for deliverables
- Clarify Segal's and the County's roles in each project phase
- Establish parameters and protocols for keeping the Project Team updated and informed
- Identify data or information needed to support the overall assignment

This meeting will help identify a clear project strategy that will facilitate a smooth and effective working relationship resulting in a successful outcome for the County.

2. Conduct Stakeholder Interviews

In addition to the initial meeting with the County's Project Team, we propose to conduct confidential one-on-one interviews with key stakeholders, such as Human Resources Project Team, designated County representatives, Department Directors and other senior staff. The purpose of these interviews is to understand the perspective and needs of senior managers, including their opinions regarding the effectiveness of the current compensation and classification policies with regard to meeting their operational needs and staffing requirements.

We have found these one-on-one discussions to be a very valuable step in understanding the advantages and shortcomings of the current human resources policies, as well as to assist us with developing revised policies that the workforce are likely to be receptive of.

Individual interviews allow for flexibility in scheduling and encourage open and frank discussions about sensitive matters regarding leadership's expectations, frustrations, and suggestions for improvement.

For pricing purposes, we have assumed that we will be on-site one (1) day to meet with the County's Project Team and conduct stakeholder interviews. If necessary, due to current travel restrictions, Segal has the capability to conduct these meetings via video conference.

3. Employee Communication Plan

Our consulting philosophy is rooted in the notion employee communication is crucial to the success of any change to the classification and compensation systems. Therefore, it must be a critical component of the project.

Experience has taught us that the level of communication need not be extravagant to be effective. The look and feel of the communications activities must fit well with the County and be consistent with the project objectives. Segal will work closely with the County to ensure that communication activities meet both of these criteria.

Strategic planning is the most important part of the communication process. To develop a communication plan, we typically begin by identifying and gaining consensus on:

- Preferred communication vehicles, including existing ones, to support this effort
- Specific stakeholder audiences need to be targeted
- Key messages that need to be conveyed to the workforce
- Logistics (e.g., time line, responsibility, implementation strategy, etc.)

To ensure that all stakeholders understand the content and structure of this project, we suggest some or all of the following communications tools:

- Internal e-mail address and voice mail box that employees may use to ask questions regarding the project
- Frequently asked questions (and answers) to be posted on the County's intranet site or distributed directly to employees
- Periodic project updates to be posted on the County's intranet site or distributed directly to employees
- Talking points and summary presentations to key stakeholders

Employee Communication

Throughout this proposal, we have described potential employee communication touchpoints in separate call-out boxes such as this one.

Our Expectations of the County for this Step

For the initial meeting and stakeholder interviews, we ask the County to coordinate the schedules of those who will participate, as well as provide a meeting room.

In addition, we ask that the County provide the following information in electronic format:

- Salary structures
- Current personnel policy documents
- Current organization charts
- Up-to-date job descriptions in Microsoft Word
- Current and accurate employee census data

Step 2: Salary Market Assessment

We understand County is requesting a salary market assessment with the following goals:

- Baseline report of where Fort Bend County's pay scale ranges stand for our current full-time and part-time employees by position, as compared to other surrounding private and governmental entities. Chart(s) and graph(s) shall be used to depict this information

To conduct a valid, reliable, and useful market study, we propose to take the following steps:

1. Develop a Market Study Methodology
2. Identify Benchmark Job Titles
3. Identify Comparable Employers and Other Data Sources
4. Collect and Analyze the Market Data
5. Prepare and Deliver a Report to you Detailing our Findings

These steps are described in more detail below and on the following pages.

1. Develop a Study Methodology

We think that it is important for Segal and the Project Team to gain consensus on the overall goals and strategy regarding compensation, including the market study. We will work with the County's Project Team to clarify and finalize the market study methodology.

Our goal is to have a common understanding of the various options for conducting the market study, as well as an understanding of the implications on subsequent design of new salary structures and pay policies. This understanding will allow us to develop and conduct a market study that is consistent with the County's compensation goals and will support the County's expectations.

For this project, we recommend conducting a custom-designed survey targeted to your public sector peer employers, while using published sources to represent private sector pay data. We recommend this for the following reasons:

- Custom surveys provide the most currently available data.
- Custom surveys allow you to target specific geographic markets, employers, and specific jobs.
- Custom surveys allow you to collect information that is not usually available in published data sources, such as scheduled salary ranges, pay supplements, compensation policies, union status, benefits, etc.
- Published sources may be the only method of gathering private sector data, since these organizations very rarely respond to market surveys from other employers.

2. Identify Benchmark Job Titles

We understand that this project covers approximately 626 job classification titles. We will recommend a list of benchmark job titles to include in the market study. Our goal will be to identify a list of jobs that:

- Capture a broad array of occupational groups, departments, and pay levels throughout the County
- Are readily found and matched within public sector organizations and the private sector (as applicable)
- Cover a large proportion of the County's workforce (usually we strive for at least 50%)

For pricing purposes we anticipate that up to 100 job titles will be identified as benchmarks from the current list of approximately 626 titles.

3. Identify Comparable Employers to Survey

The next step will be to determine the comparable employers to include in the study. Typically, these employers include public sector entities that are geographically proximate to the County and are likely to have matching jobs. In addition, it might also include public sector employers outside of the immediate commuting area, but that are similar to the County in terms of size, scope, population, or other characteristics.

Naturally, we will discuss this list with the Project Team and make modifications as necessary. For pricing purposes, we have assumed the custom market study will be distributed to up to 12 public sector entities, and use up to three (3) published sources to represent private sector pay data.

As you may know, private sector organizations very rarely respond to employer-sponsored market surveys, especially when they know that the information could be made public through a Freedom of Information Act request. Consequently, if you wish to include private sector data in this study, we will draw on data contained in nationally recognized published data sources, such as:

- CompAnalyst
- PayFactors
- Willis Towers Watson
- Economic Research Institute (ERI)

We will identify specific sources appropriate to the County, once we are engaged for this project.

We understand compensation studies based on the following categories shall utilize related matches in the private and public sectors:

- Elected Officials
- Appointed Officials (Executives)
- Management
- Law Enforcement
- Administrative
- General
- 911

4. Collect and Analyze the Market Data

We will also design a survey instrument for collecting the market information, which we typically develop in MS Excel. The types of information we anticipate collecting through the survey include:

Information Specific to Each Benchmark Job

- Matching job title
- Pay ranges (minimum and maximum rates)
- Actual average pay rates for each job title
- FLSA status
- Number of current employees and/or positions
- Eligibility for bonuses or other short-term incentives
- Other similar information

Information Related to Compensation Policies/Practices

- Pay progression policies (that is, how employees move through a pay range)
- Supplemental pay policies, such as differentials, stipends, allowances, and incentives
- Recent history of pay scale adjustments and pay increases

We will also draft brief job summaries for each benchmark title based on current job descriptions to assist the survey participants with matching jobs consistently and appropriately.

Once the Project Team has reviewed and approved the survey document, we will distribute it to the approved group of comparable employers. We make many efforts to achieve the goal of

100% participation from each invited employer, yet we cannot guarantee that we will obtain good data from each of the employers invited to participate and for all of the jobs requested.

Respondents will return completed surveys and supplementary materials directly to Segal. We will review and validate each survey response for completeness and reasonability, and then follow up with survey participants as necessary to clarify any incomplete or inconsistent responses.

Segal will design a database to support our analysis that will become the property of the County upon completion of this project for your future analyses. We will also include any private sector data from published data sources, as applicable.

Based on discussion with the Project Team we will determine the appropriate weighting for the public data sources and the private data from published data sources. Options can include equal weighting for the salary data (50% for public data and 50% for private data) or if the number of benchmark matches from published data sources is not consistent for each benchmark job title, the County may consider weighing the public sector data higher than the private sector data.

Data Analysis

To analyze the data we will develop a compensation benchmarking tool in MS Excel that will become the property of the County at the completion of this project. The Excel model will have the functionality to apply the adjustments needed to ensure consistent market comparisons, such as:

- Adjustments for differences in workweek hours¹
- Geographic adjustments (for any entities or data sources outside the commuting area)
- Aging adjustments (for any published sources with data that is more than a year old)
- Cost-of-living differences (as applicable)

In addition, the Excel model will include numerous tables and charts that show the City's market position in a variety of detailed and summary formats. We will analyze the survey data to determine the County's market position relative to the market average minimum, midpoint, and maximum pay rate for each benchmark job title. We then compare these averages to the County's pay ranges to determine the market position for each job title and occupational group. Based on industry standards that align with federal antitrust/safe harbor guidelines, benchmarks that receive less than five (5) total responses will not be included in our final report.

For example, our first deliverable to you will be a set of **detailed market data tables** that show the matching job title and pay range information associated with each job title, similar to the example shown below. We will meet with you to review each job match and finalize the information before proceeding to the next steps.

¹ We recommend workweek adjustments for non-exempt (hourly) positions only

Our report will include summary tables, such as the tables shown below.

Sample Exhibit 1

Detailed Market Data by Job Title

| Administrative Specialist | | | | | |
|---|-------------------------------------|----------|-------------------|--------------------|-------------------|
| Data Sources | Matching Job Title | Workweek | Pay Range Minimum | Pay Range Midpoint | Pay Range Maximum |
| <i>Public Sector</i> | | | | | |
| Employer #1 | Administrative Officer II | 40.00 | \$54,256 | \$61,792 | \$69,328 |
| Employer #2 | Executive Assistant | 37.50 | \$40,168 | \$51,121 | \$62,075 |
| Employer #3 | Senior Administrative Assistant | 40.00 | \$34,681 | \$43,986 | \$53,291 |
| Employer #4 | Specialist Administrative Support | 40.00 | \$35,089 | \$46,785 | \$58,481 |
| Etc. | ... | ... | ... | ... | ... |
| Client | | | \$38,242 | \$50,035 | \$61,828 |
| <i>Public Sector Market Average</i> | | | \$38,377 | \$49,291 | \$60,205 |
| <i>Client as a % of Public Market Average</i> | | | 100% | 102% | 103% |
| <i>Private Sector</i> | | | | | |
| ERI Salary Assessor | Administrative Specialist - Level 3 | 40.00 | \$38,707 | \$45,892 | \$55,296 |
| CompAnalyst | Administrative Support III | 40.00 | \$41,483 | \$51,736 | \$63,494 |
| Towers Watson | Administrative Services - U3 | 40.00 | \$41,098 | \$52,159 | \$64,032 |
| Client | | | \$38,242 | \$50,035 | \$61,828 |
| <i>Private Sector Market Average</i> | | | \$40,429 | \$49,929 | \$60,941 |
| <i>Client as a % of Private Sector Market Average</i> | | | 95% | 100% | 101% |
| Client | | 38.75 | \$38,242 | \$50,035 | \$61,828 |
| <i>Overall Market Average</i> | | | \$39,403 | \$49,610 | \$60,573 |
| Client Market Ratio | | | 97% | 101% | 102% |
| <i>Client Market Gap</i> | | | 3% | -1% | -2% |

Once you have reviewed and approved the job matches and detailed data tables, we will then prepare summary tables and charts that show the City's market position in various forms, such as those shown below.

Sample Exhibit 2

Base Pay Market Position by Sector

Client Pay Ranges as a Percent of the Market Average

| Sector | Pay Range Minimum | Pay Range Midpoint | Pay Range Maximum |
|----------------|-------------------|--------------------|-------------------|
| Public Sector | 106% | 101% | 97% |
| Private Sector | 83% | 80% | 75% |
| Overall | 100% | 95% | 90% |

Client Market Position by Data Source

Client as a Percent of the Average

| Public Sector Peer Employer | # of Job Matches | Pay Range Minimum | Pay Range Midpoint | Pay Range Maximum |
|-----------------------------------|------------------|-------------------|--------------------|-------------------|
| Peer Organization Name | 46 | 116% | 108% | 102% |
| Peer Organization Name | 57 | 124% | 104% | 93% |
| Peer Organization Name | 58 | 101% | 95% | 90% |
| Peer Organization Name | 59 | 113% | 107% | 103% |
| Private Sector Data Source | | | | |
| Data source | 24 | 97% | 98% | 99% |
| Data source | 10 | 91% | 82% | 70% |
| Data source | 30 | 97% | 98% | 99% |
| Data source | 54 | 90% | 89% | 88% |
| Overall | | 100% | 95% | 90% |

Client Overall Market Position

Client as a Percent of the Overall Market Average

| Job Family and Benchmark Title | # of Job Matches | Pay Range Minimum | Pay Range Midpoint | Pay Range Maximum |
|------------------------------------|------------------|-------------------|--------------------|-------------------|
| Accounting/Finance/Business | | | | |
| Account Clerk II | 12 | 92% | 88% | 85% |
| Payroll Coordinator | 12 | 113% | 103% | 96% |
| Senior Buyer | 13 | 113% | 110% | 107% |
| Senior Financial Analyst | 12 | 102% | 97% | 93% |
| Buildings and Facilities | | | | |
| Maintenance Mechanic II | 13 | 94% | 91% | 88% |
| Building Operations Supervisor | 13 | 114% | 110% | 106% |
| Building Operations Manager | 13 | 116% | 109% | 102% |
| Engineering | | | | |
| Senior Engineering Technician | 11 | 102% | 100% | 98% |
| Senior Civil Engineer | 12 | 96% | 91% | 87% |
| Human Resources | | | | |
| Human Resources Analyst | 10 | 95% | 94% | 92% |
| Compensation Manager | 5 | 91% | 87% | 82% |
| Human Resources Director | 5 | 99% | 86% | 79% |
| Information Technology | | | | |
| Applications Analyst Programmer | 14 | 90% | 95% | 98% |
| Senior Business Analyst | 12 | 90% | 97% | 100% |
| Senior Network Analyst | 13 | 89% | 93% | 96% |
| Principal Database Administrator | 12 | 101% | 100% | 98% |
| Information Technology Manager | 15 | 97% | 89% | 83% |
| Job Family XXX | | | | |
| Benchmark Job Title XXX | 11 | 101% | 99% | 97% |
| Benchmark Job Title XXX | 11 | 105% | 99% | 95% |
| Job Family XXX | | | | |
| Benchmark Job Title XXX | 13 | 99% | 92% | 87% |
| Benchmark Job Title XXX | 14 | 86% | 81% | 77% |
| Benchmark Job Title XXX | 13 | 100% | 96% | 91% |

5. Prepare a Report of Our Findings

Once all data have been collected, reviewed, and analyzed, we will prepare a report detailing our methodology and findings. The report will include at least the following items:

- An Executive Summary, briefly describing our key findings
- A description of the study objectives and methodology
- The County’s competitive market position for pay, applicable to each benchmark job title and job family
- The prevailing policies regarding pay progression, supplemental pay, and other compensation-related practices collected in the survey
- Appendices showing detailed information collected for the market study

Our Expectations of the County for this Step

| Task/Step | County’s Project Team Role |
|---|---|
| 1. Develop Compensation Strategy and Market Study Methodology | <ul style="list-style-type: none"> • Meet with Segal staff, provide direction on strategy and methodology |
| 2. Identify Benchmark Jobs | <ul style="list-style-type: none"> • Review and approve list of benchmarks |
| 3. Identify Comparable Employers | <ul style="list-style-type: none"> • Review and approve list of comparators |
| 4. Collect and Analyze the Market Data | <ul style="list-style-type: none"> • Review and approve survey document • Assist contacting survey recipients, if necessary • Complete survey on behalf of the County • Review draft market data and provide comments |
| 5. Prepare and Deliver Report | <ul style="list-style-type: none"> • Review draft report, provide feedback, and approve final report |

Step 3: Recommendations Development

Based on the findings of the market study Segal will:

- Develop recommendations regarding pay scales over the maximum strategy for each position
- Provide recommendations for changes to the current classification and compensation plan, as Fort Bend County wants to convert our current Hay System to a Minimum/Midpoint/Maximum pay structure for all positions throughout the entire County
- Provide a strategy for raising the minimum wage to \$15 per hour for both full-time and part-time employees

For this step in the project, we propose the following steps:

1. Design a Recommended Salary Schedule
2. Recommend Placement of Each Job on the Salary Schedule (i.e., assign jobs to pay grades)
3. Develop Recommended Pay Policies
4. Determine Cost Impact
5. Assist with Implementation

1. Design a Recommended Salary Schedule

Once the market study report has been finalized, with the guidance of the Project Team, Segal will develop recommended new salary structures that are consistent with the market findings and the County's pay philosophy.

We anticipate that the pay schedule will consist of pay grades with minimum, midpoint, and maximum pay rates. Typically, we construct pay schedules to have consistent intervals between grades (usually 5% to 10%) as well as consistent range widths (typically 40% to 60%). Based on the County's RFP, we understand that the pay structure may include open ranges with a minimum/midpoint/maximum configuration. We will work with the County's Project Team to determine the most appropriate structure design.

2. Recommend Pay Grade Assignments

We will then recommend grade assignments for all jobs covered by the study.

First, we will recommend grade assignments for benchmark jobs based on the market study findings. Typically, our goal is to identify the grade that is within 5% of the market average at the midpoint.

Next, we will recommend grade assignments for non-benchmark jobs using the results of the classification analysis and **Segal Evaluator™** approach developed in Step 2. Our recommendations will be based on job content similarities and differences that were identified in the classification structure and **Segal Evaluator™** approach, such as minimum qualifications, scope of responsibilities, supervisory role, and other considerations.

Last, we will review the grade assignments with the Project Team, highlighting situations that represent significant change from the current pay relationships. Once you have had an opportunity to review and internally vet the recommendations, we will finalize the grade assignments as part of our final recommendations.

Our goal will be to ensure the new system 1) is market based, 2) considers the comparable worth based on job duties and competencies, and 3) is easily understood and used by managers and employees.

3. Develop Recommended Pay Policies

We will also work with you to develop compensation policies that are appropriate for the County and consistent with market practices. These may include the following:

- **Salary administration and pay plan maintenance**
- **Pay progression policies:** how employees progress from the minimum to the maximum of the pay range
- **Pay schedule adjustment policies:** how and when adjustments are made to the pay schedule, and whether/how these adjustments affect employees' individual pay
- **Pay compression policies:** best practices on how to address compression, in general, and as a result of wages created by negotiated versus non-negotiated pay scales/between managers and subordinates
- **Pay equity policies:** ensuring equal work for equal pay, as well as ensuring the absence of pay disparities; recommended actions to correct any unlawful pay differentials that were identified by the gender pay equity study
- **Minimum wage increases:** recommendations for incorporating the \$15 minimum wage into the County's pay structure
- **Other related policies:** such as promotional guarantees, reclassifications, etc.

We will review the County's current compensation policies and—after discussion with the Project Team regarding the advantages, disadvantages, and implications of each—will draft revised policy language that reflects our recommendations for changes. We will deliver our recommendations to you in Microsoft Word so that you can make any edits or changes based on your needs.

4. Determine Cost Impact

We will estimate the annualized cost of implementing the new/revised pay scales.

This will require determining rules for placing current employees within the new pay ranges. While the prior steps determined the grade assignment for each position, this step involves determining each employee's salary within the assigned grade of the revised pay structure on the day of implementation.

We will work with you to determine the placement criteria. These criteria could include factors such as:

- Time the employee has been in the position
- Time the employee has worked for the County
- Current position in the salary range
- Desired market position for individual salaries
- Internal equity and pay compression considerations
- Results of recent performance appraisals

Based on the guidance of the Project Team regarding these criteria, we will identify each employee's recommended salary within the applicable pay range and will then determine the first year annual cost of implementing the pay schedule.

Since we understand that successful implementation may depend heavily on the cost of implementation, our recommendations include two costing models for the County's consideration. Depending on the needs of the County, each model may reflect the following variables:

- Changes to the classification structure and its impact on individual employees
- Other factors that may impact placement of employees into the new pay structure such as:
 - Pay compression
 - Changes in the design of the pay structure(s) (e.g. number of grades, range width of each grade as well as minimum and maximum values)
 - Timing of implementation

Each model will be constructed to provide the County with the ability to conduct sensitivity analysis (changes to the variables) independent of Segal.

5. Assist with Implementation

Our extensive work with the public sector makes us sensitive to the importance of planning for adequate input (and in some cases formal approval) by a variety of stakeholders such as employee groups, department directors, senior executives, elected officials, and others that could include such activities as the following:

- Developing an implementation schedule that takes into consideration potential phased approaches, based on the County's operational priorities, culture, and availability of funding
- Drafting a check list of the items that will need to be addressed prior to implementing the recommended changes
- Assisting the County with supporting or defending the study results and recommendations with key stakeholders or officials
- Preparing presentation materials for decision makers
- Assisting with developing employee communication materials
- Plan for keeping the compensation study up-to-date by means of periodic market studies including suggested timelines and classifications that could be designated for benchmarking
- Provide a training session with the County's Human Resources staff to transfer the tools, methodologies, and recommendations - including a description of the analytic processes that we used to conduct the study, as well as assistance with defining the operational needs that result from the potential changes in policy

Because it is difficult to predict with any certainty exactly what kind of implementation assistance will be required for this project, our fee assumes up to eight (8) hours of consulting time.

Our Expectations of the County for this Step

| Task/Step | County's Project Team Role |
|---|---|
| 1. Design a Recommended Salary Schedule | <ul style="list-style-type: none"> • Discuss objectives/goals with Segal team, provide direction and input • Review and approve pay schedule design |
| 2. Recommend Pay Grade Assignments | <ul style="list-style-type: none"> • Provide information on current pay grade assignments • Be available for questions and discussion • Review and approve methodology and pay grade assignments |
| 3. Develop Recommended Pay Policies | <ul style="list-style-type: none"> • Provide information on current pay policies • Discuss potential options for policies with Segal team • Review and approve pay policy language |
| 4. Determine Cost Impact | <ul style="list-style-type: none"> • Provide employee census information • Provide information on fiscal ability and conditions • Discuss and approve implementation criteria • Review and approve cost model |
| 5. Assist with Implementation | <ul style="list-style-type: none"> • Determine assistance needed • Provide direction to Segal team • Coordinate logistics for the HR training session |

Step 4: Job Evaluation/Internal Equity Options

1. Develop and Distribute Job Description Questionnaire

During this step, we will develop a customized questionnaire reflecting the needs of the County and the direction of the Project Team. The information elicited from employees and supervisors in the Job Description Questionnaire (JDQ) will provide the basis for job series distinctions, internal equity determinations, and future development of job descriptions, and FLSA determinations. We anticipate including up to 25% (155 job titles) of the County's 626 job titles in the job description questionnaire process.

While we customize our Job Description Questionnaires to specific client projects, we anticipate that the JDQ will include questions concerning:

-
- | | |
|---|--|
| <ul style="list-style-type: none">• Essential duties and responsibilities. | <ul style="list-style-type: none">• Impact of action on the County and public and the level at which employees are responsible for errors. |
| <ul style="list-style-type: none">• The knowledge, skills, and abilities associated with each essential duty or responsibility. | <ul style="list-style-type: none">• Use of discretion and independent judgement such as the ability to make decisions that affect the overall policies of the department or organization. |
| <ul style="list-style-type: none">• Supervisory or work leadership duties including questions specific to FLSA exemption standards. | <ul style="list-style-type: none">• Physical requirements of the job (including frequency of specific physical activities and amount of lifting/moving). |
| <ul style="list-style-type: none">• Minimum requirements for new employees in the job, such as education, experience, and certifications/licenses. | <ul style="list-style-type: none">• Working environment, including exposure to risks, hazardous situations, etc. |
| <ul style="list-style-type: none">• Fiscal responsibilities including making organizational commitments which have significant financial impact. | <ul style="list-style-type: none">• Supervisor's review, which would include comments regarding the employee's answers, as well as opinions regarding the appropriateness of the current title, comparison to other jobs within a job series, and similar issues. |
-

We will use the information collected through the Job Description Questionnaires to develop recommended changes to the classification structure, as well as to define the differences among jobs for internal equity alignment. It is important that the County's Project Team carefully review the questions and content of the draft JDQ to determine whether it meets your expectations for these outcomes.

2. Conduct Employee Presentations

Once the JDQ content is finalized, we typically conduct employee presentations to introduce the project and to explain the JDQ process.

This will be an important time to explain the project objectives and answer questions so that employees' expectations can be managed. For example, it is important for employees to know we are not evaluating performance and that this study will not result in layoffs or salary reductions. At the same time, we will explain this study does not guarantee any pay raises or grade increases.

Due to the current restrictions for in-person meetings, we recommend conducting the employee presentations via Zoom or Teams, which would allow employees to ask questions in "real-time". Additionally, we recommend the County record the presentation and post the presentation on the County's intranet for those employees who are unable to participate in the initial presentation. Employees can submit questions to Segal via email. The presentation generally requires 1 hour of time, without questions.

3. Job Evaluation/Internal Equity Options

We have experience in developing and revising all types of relative value (job evaluation) approaches, ranging from market-based systems to more internally focused plans. Starting at the initial project meeting, we will explore with you the advantages, disadvantages, and implications of the various options and approaches.

Generally, there are two perspectives on valuing jobs. One is considered "external" and considers the value of the work as it relates to external comparisons in the competitive labor market. The other is considered "internal" and evaluates the value of jobs relative to other jobs or classifications within the organization.

For a variety of reasons, organizations tend to be concerned with both external and internal approaches. The key is to balance the two needs and use an approach that is flexible and allows the County to be responsive to changing conditions. Described below are the types of job evaluation approaches that we have developed for clients.

We will work with you to select an approach that is most appropriate for the County and will then draft an outline of the chosen approach. Once you have reviewed and approved the details of the program (that is, factor definitions, level definitions, point values, etc., as applicable), we will then apply the approach to the jobs under evaluation. It is important to keep in mind, however,

Employee Communication

At this stage of the project, we recommend developing an **employee presentation** (in MS PowerPoint) that introduces the project, describes the project plan and methodology, and explains the JDQ process, including instructions for each page of the questionnaire.

We also recommend developing an **initial County-wide announcement** about the project, including an overview of the goals and key milestones, as well as what to expect in the coming months.

In addition, Segal can assist the development of a **Frequently Asked Questions** document to be shared with all employees and posted on the County's intranet site (which will be updated throughout the project).

If desired, we can also prepare **Talking Points** for Department Directors and other managers to help them address questions from their employees.

that several of these methods require the collection of market data before grades can be determined for all jobs.

Option 1: Point Factor

Point factor systems are purely focused on internal job comparisons, without regard to market differences in pay levels. Our firm has developed a quantitative point factor approach (**Segal Evaluator™**) that includes eight compensable factors (described below).

| Compensable Factor | Measurement |
|---------------------------------|--|
| Formal Education | Minimum formalized education that is required for entry into the position |
| Experience | Minimum level of work experience required for entry into the position |
| Management/Supervision | Lead, supervisory, or managerial role and the degree of complexity of work performed by those being supervised |
| Human Collaboration Skills | Level and type of interaction with others outside direct reporting relationships |
| Freedom to Act/Impact of Action | The degree of independence in decision making and the scope of impact |
| Technical Skills | Knowledge, competencies, and expertise, as well as scope of application |
| Fiscal Responsibility | Participation in and accountability related to budgetary or financial matters |
| Working Conditions | Environmental surroundings and physical demand of the job |

Each of the eight compensable factors is assigned a percentage weight out of 100%, such as the following:

Compensable Factor Weightings

| Weight | Compensable Factor |
|--------|------------------------|
| 12% | Formal Education |
| 12% | Experience |
| 14% | Management/Supervisory |
| 15% | Human Collaboration |
| 15% | Freedom to Act |
| 14% | Technical Skills |
| 10% | Fiscal Responsibility |
| 8% | Working Conditions |
| 100% | Total |

Each factor has multiple levels, which are assigned a point value based on the overall weight for each factor and the number of levels in each factor. For example, using the factor “Formal Education,” there are six levels with a maximum number of points equaling “120” based on the 12% weighting above:

| Level | Formal Education | 6 Levels | 120 Points |
|-------|--|----------|------------|
| 1 | Less than High School diploma | 1 | 20 |
| 2 | High School diploma or equivalency | 2 | 40 |
| 3 | 6 months + training beyond High School | 3 | 60 |
| 4 | Associate's (2-year) Degree or Certificate | 4 | 80 |
| 5 | Bachelor's (4-year) Degree | 5 | 100 |
| 6 | Graduate or Professional Degree | 6 | 120 |

Segal Evaluator™ is designed and delivered as a workbook in Microsoft Excel, which means that the system can be housed on your servers without any maintenance or licensing fees.

A point factor approach works best for large organizations that want to balance internal comparisons with the market value of the responsibilities or skills.

Option 2: Factor Comparison

Factor comparison represents a “hybrid” system, with some elements of an internally focused quantitative system (such as point factor) and some elements of a market-based approach.

It starts with grouping all job classifications into job families, then selecting one benchmark job for each job family. Next, factors and levels are defined and each job is assigned a level for each factor (similar to a point-factor system). Then non-benchmark jobs within a job family are compared to the benchmark job for each factor, with one of the following ratings:

- A lot higher (than the benchmark)
- Somewhat higher
- Slightly higher
- Same as
- Slightly lower
- Somewhat lower
- A lot lower

Each of these ratings is then assigned a point value (typically, zero for “same as,” +10 for slightly higher, -10 for slightly lower, etc.). The total of the point values for each non-benchmark job is then used to calculate a pay band difference from the benchmark (e.g., “3 pay bands lower than the benchmark”).

Once market data is collected for the benchmarks, market-based pay bands are determined for each benchmark job and pay bands for non-benchmarks are slotted on the salary scale based on their relative position to the benchmark.

A Factor Comparison approach works well for small to mid-size organizations that are transitioning from a highly internally focused quantitative approach to a more market-based approach.

Option 3: Level Guides

Level guides are a more flexible, qualitative approach that defines levels of work for a broadly defined occupational group (such as “professionals” or “office support”) and/or titling groups (such as “directors” and “coordinators”). The levels are based on a small number of differentiating factors, such as job scope, responsibilities, and authority.

Positions are “slotted” into levels based on job content, but the guidelines are somewhat flexible, allowing for a certain amount of discretion and interpretation. Each level is typically associated with one or two pay bands, which take into consideration market pricing for all jobs in the level.

Level Guide for Directors

Leads a designated department within a division, responsible for all services, activities, functions, staff, budgets, and financial transactions of the unit. Develops and communicates policies and procedures; implements organizational strategies. Typically reports to an Assistant Dean or Assistant VP.

| Level | Scope of Responsibilities | Financial and People Responsibility | Decision Making Authority | Degree of Impact/Risk/Visibility |
|-------|---------------------------|-------------------------------------|---------------------------|----------------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

Once each level is defined, we would then slot each position into a level based on the content of the job. This type of internal equity approach is qualitative (as compared to a quantitative point-factor system) which allows more flexibility in classifying positions and modifying pay levels as jobs develop or change. We will deliver our recommendations in a Microsoft Word file so that you easily modify and change the document as needed in the future.

In our experience, Level Guides work well for managerial and professional positions.

Option 4: Market-Based Whole Job Slotting

This approach starts with the collection of market data for benchmark jobs. Pay bands are determined for these benchmarks based on the market study findings. Non-benchmark jobs are then evaluated based on their relationship to the benchmarks, with comparisons made based on their place in the organizational hierarchy and the job content as a whole, rather than a comparison of factors.

Market-based Whole Job Slotting is becoming more popular with organizations that wish to focus more heavily on maintaining market competitiveness than internal factors. This approach requires significant resources for on-going market research.

The matrix below compares potential strengths and limitations of each option.



Job Evaluation Methodologies

| | Option 1: Point Factor | Option 2: Factor Comparison | Option 3: Level Guides | Option 4: Market Based Whole Job Slotting |
|-------------|---|---|---|--|
| Description | Points assigned to jobs based on college-wide compensable factors, weightings, and points Examples: Segal Evaluator™ | Points assigned to jobs in comparison to a benchmark within a job family Benchmark jobs graded using market data Non-benchmarks graded in relation to benchmarks | Levels defined through description of roles and major accountabilities within a titling group and/or job family Each level may be associated with multiple pay grades, based on market data | Benchmark jobs graded using market data Non-benchmarks graded based on general comparisons |
| Strengths | <ul style="list-style-type: none"> Consistent criteria for all positions Objective, job-related factors Quantitative measurement of comparable worth Less risk of personal bias | <ul style="list-style-type: none"> Incorporates market data into a factor-based approach Consistent with career hierarchy within an occupational groups Provides more flexibility than a point factor approach | <ul style="list-style-type: none"> Easy to explain and modify Adaptable to job families Consistent with career paths/ladders Factor definitions allow for variability across occupations | <ul style="list-style-type: none"> Relatively easy to explain, communicate, and modify Flexible and adaptable to changing roles and market conditions Easy to administer, especially for small groups |
| Limitations | <ul style="list-style-type: none"> Less flexible than other methods Does not allow for occupational differences Does not compare jobs to one another (only factors) Administration can be time consuming May not account for all characteristics that define a job's value | <ul style="list-style-type: none"> Lacks comparison across job families May lead to inconsistencies within job title groups (directors, managers, etc.) Can be difficult to communicate Job ratings may be viewed as too subjective Unique or hybrid jobs can be difficult to evaluate | <ul style="list-style-type: none"> Positions may straddle multiple levels Unusual and evolving jobs may be difficult to slot May lead to a focus on the individual rather than the role Market emphasized over internal equity (may reflect bias or discriminatory practices) | <ul style="list-style-type: none"> Requires continuous collection of market data May lead to a focus on the individual rather than the role Market emphasized over internal equity (may reflect bias or discriminatory practices) Requires high level of trust in HR |

Regardless of the option selected, we recommend using a Job Evaluation Team (JET) to maintain and update the system in the future, as well as to evaluate individual positions as the need arises. The evaluation team would be comprised of 5 to 6 internal subject matter experts that can provide an experienced and objective review of positions.

Step 5: Pay Equity Analysis

For this phase in the project, we propose the following tasks:

1. Identify Employees for Analysis
2. Collect and Review Information
3. Group Employees for Analysis
4. Prepare Initial Descriptive Statistics
5. Prepare Draft Report

Each of these steps is described in detail below and on the following pages.

The approach below describes the statistical analysis of internal pay equity. Once the above work is completed, we highly recommend conducting this form of analysis as a good faith effort in assessing pay equity for the institution.

1. Identify Employees for Analysis

We will work with the Project Team to determine the appropriate groups of employees performing “work of comparable character” for analysis.

2. Collect and Review Information

Segal will complete a review of all relevant data and documents, including (but not limited to) detailed census file including data for all sources of compensation, demographic information, and criterion to the extent available.

3. Group Employees for Analysis

We will meet with the County’s Project Team to determine whether to conduct analysis based on job classification, pay grade, exempt status and/or job title.

4. Prepare Initial Descriptive Statistics

For each group of employees, we will show how the population differs between genders (and other factors, as appropriate) to identify any pay gaps. Please see the illustrative exhibit below for examples of the analysis that would be included in the final report.

Segal will conduct a review of the County’s census data to determine:

- Number of job classifications represented by both genders
- Number of male-dominant job classifications
- Number of female-dominant job classifications
- Number of gender-neutral job classifications

Specifically, we will analyze the census data and provide the County with the following detailed analysis of the comparison of average salaries by females/males and by race:

- For all job classifications (the County as a whole)
- For all job classifications within occupational group
- By individual job classifications
- Comparison of average salaries by job classification and years of service in classification for females/males

Comparison of average salaries by pay grade for females/males:

- For all grades (the County as a whole)
- By individual grades for employees in both genders

5. Prepare Draft Report

We anticipate that our report could include:

- Summary of statistical analyses performed
- Summary exhibits showing the variables that have the largest influence on pay differentiation
- Our assessment of the extent to which there is systemic inequity at the County
- What it would cost to remediate any issues, to the extent inequities are found
- A list, and individualized scorecard, of individuals detailing for whom actual pay is significantly different from their expected pay
- Total cost of potential recommended changes, if any

Our Expectations of the County for this Step

| Task/Step | County's Project Team Role |
|-----------------------------|---|
| Conduct Pay Equity Analysis | <ul style="list-style-type: none"> • Meet with Segal staff, provide direction on strategy and methodology • Provide employee census data • Review findings |

Please see the sample tables below and on the following pages that will be included in the pay equity final report.

**EXAMPLE TABLE 1
COMPARISON OF AVERAGE BASE SALARY BY GENDER**

| | # of Job Titles | # of Employees | As a % of Employees in Job Titles with Both Genders |
|---|-----------------|----------------|---|
| Total # of Job Classifications | 1,068 | 14,022 | - |
| Total # of Job Classifications with Employees in Both Genders | 481 | 12,238 | 87.3% |
| Females with Average Base Salary >5% Below Male Average Base Salary | 83 | 489 | 4.0% |
| Males with Average Base Salary >5% Below Female Male Average Base Salary | 72 | 233 | 1.9% |
| Females with Average Base Salary Within + or - 5% of Male Average Base Salary | 326 | 11,516 | 94.1% |

**EXAMPLE TABLE 2
PERCENTAGE DISTRIBUTION OF EMPLOYEES BY LEVEL WITHIN A JOB SERIES
BY MALE, FEMALE, WHITE, AND NON-WHITE CHARACTERISTICS**

| | Males | Females | Whites | Non-Whites |
|---|-------|---------|--------|------------|
| Lowest Level in Job Series | 53% | 47% | 53% | 47% |
| Highest Level in Job Series | 32% | 68% | 57% | 43% |
| Total Population in Job Series Job Titles | 47% | 53% | 62% | 38% |

**EXAMPLE TABLE 3
AVERAGE BASE SALARY BY JOB TITLE FOR JOB TITLES CONTAINING BOTH
MALE AND FEMALE EMPLOYEES**

| Job Title | MALE | | FEMALE | | Female Average Salary greater/(less than) Male Average Salary |
|--|------------------------------|--------------------|------------------------------|--------------------|---|
| | Average of Annualized Salary | Count of Employees | Average of Annualized Salary | Count of Employees | |
| Accountant | \$33,674 | 3 | \$34,787 | 54 | 3.3% |
| Administrative Specialist I | \$28,709 | 14 | \$28,290 | 222 | (1.5%) |
| Court Security Officer I | \$29,726 | 22 | \$28,517 | 2 | (4.1%) |
| Custodial Worker | \$20,344 | 49 | \$20,344 | 44 | (0.0%) |
| Engineering Technician III | \$35,762 | 72 | \$36,474 | 5 | 2.0% |
| Equipment Operator III | \$33,032 | 176 | \$32,354 | 2 | (2.1%) |
| Family Service Assistant II | \$24,080 | 2 | \$32,677 | 22 | (4.1%) |
| Information Systems Support Specialist | \$49,025 | 13 | \$46,856 | 19 | (4.4%) |
| Law Clerk | \$51,228 | 19 | \$51,213 | 20 | (0.0%) |
| Motor Vehicle Specialist II | \$26,942 | 20 | \$27,893 | 69 | 3.5% |
| Nursing Assistant | \$26,010 | 10 | \$28,852 | 15 | 10.9% |
| Planner IV | \$57,373 | 26 | \$54,542 | 24 | (4.9%) |
| Police Sergeant | \$104,308 | 78 | \$96,180 | 9 | (7.8%) |
| Senior Fiscal Administrative Officer | \$54,241 | 8 | \$53,179 | 22 | (2.0%) |
| Telecom/Network Technician III | \$48,098 | 26 | \$27,763 | 8 | (0.7%) |

**EXAMPLE TABLE 4
DISTRIBUTION OF EMPLOYEES IN A JOB SERIES BY MALE, FEMALE, WHITE,
AND NON-WHITE CHARACTERISTICS**

| Job Series and Title | Count of Employees | | | | | % of Total in Job Title | | | |
|---|--------------------|------------|------------|------------|-------------|-------------------------|------------|------------|------------|
| | Male | Female | White | Non-White | Total | Male | Female | White | Non-White |
| Accounting/Fiscal Admin. | 55 | 309 | 241 | 123 | 364 | 15% | 85% | 66% | 34% |
| Accounting Technician | 1 | 6 | 3 | 4 | 7 | 14% | 86% | 43% | 57% |
| Controller | 2 | 8 | 8 | 2 | 10 | 20% | 80% | 80% | 20% |
| Fiscal Admin. Officer | 3 | 27 | 22 | 8 | 30 | 10% | 90% | 73% | 27% |
| Administrative Specialist | 26 | 524 | 361 | 189 | 550 | 5% | 95% | 66% | 34% |
| Administrative Specialist I | 14 | 222 | 151 | 85 | 236 | 6% | 94% | 64% | 36% |
| Administrative Specialist II | 7 | 208 | 146 | 69 | 215 | 3% | 97% | 68% | 32% |
| Administrative Specialist III | 5 | 94 | 64 | 35 | 99 | 5% | 95% | 65% | 35% |
| Corrections | 1169 | 296 | 796 | 669 | 1465 | 80% | 20% | 54% | 46% |
| Correctional Corporal | 180 | 42 | 142 | 80 | 222 | 81% | 19% | 64% | 36% |
| Corrections Officer | 711 | 196 | 447 | 460 | 907 | 78% | 22% | 49% | 51% |
| Corrections Staff Lieutenant | 21 | 4 | 18 | 7 | 25 | 84% | 14% | 72% | 28% |
| Engineer | 165 | 46 | 165 | 46 | 211 | 78% | 22% | 78% | 22% |
| Assistant Director Transportation Engineering | 13 | 1 | 12 | 2 | 14 | 93% | 7% | 86% | 14% |
| Engineer III | 34 | 6 | 30 | 10 | 40 | 85% | 15% | 75% | 25% |
| Engineer Program Manager I | 28 | 13 | 36 | 5 | 41 | 68% | 32% | 88% | 12% |
| Human Resources | 15 | 157 | 107 | 65 | 172 | 9% | 91% | 62% | 38% |
| Human Resources Administrator | 0 | 3 | 1 | 2 | 3 | 0% | 100% | 33% | 67% |
| Human Resources Specialist III | 3 | 29 | 22 | 10 | 32 | 9% | 91% | 69% | 31% |
| Senior Human Resources Technician | 3 | 41 | 27 | 17 | 44 | 7% | 93% | 61% | 39% |
| Information Resources | 10 | 11 | 14 | 7 | 21 | 48% | 52% | 67% | 33% |
| Information Resources Specialist II | 4 | 10 | 8 | 6 | 14 | 29% | 71% | 57% | 43% |
| Information Resources Supervisor | 2 | 1 | 3 | 0 | 3 | 67% | 33% | 100% | 0% |
| Judicial | 36 | 256 | 154 | 138 | 292 | 12% | 88% | 53% | 47% |
| Judicial Case Manager II | 1 | 44 | 22 | 23 | 45 | 2% | 98% | 49% | 51% |
| Judicial Case Processor III | 7 | 43 | 24 | 26 | 50 | 14% | 86% | 48% | 52% |
| Judicial Operations Manager | 0 | 13 | 8 | 5 | 13 | 0% | 100% | 62% | 38% |
| Laboratory Technician/Manager | 10 | 24 | 27 | 7 | 34 | 29% | 71% | 79% | 21% |
| Analytical Chemist II | 0 | 3 | 3 | 0 | 3 | 0% | 100% | 100% | 0% |
| Laboratory Manager II | 2 | 2 | 3 | 1 | 4 | 50% | 50% | 75% | 25% |

| Job Series and Title | Count of Employees | | | | | % of Total in Job Title | | | |
|---|--------------------|------------|------------|-----------|------------|-------------------------|------------|------------|------------|
| | Male | Female | White | Non-White | Total | Male | Female | White | Non-White |
| Laboratory Technician III | 2 | 5 | 6 | 1 | 7 | 29% | 71% | 86% | 14% |
| Motor Vehicle Specialist | 31 | 106 | 92 | 45 | 137 | 23% | 77% | 67% | 33% |
| Motor Vehicle Specialist II | 20 | 69 | 56 | 33 | 89 | 22% | 78% | 63% | 37% |
| Motor Vehicle Support Supervisor | 3 | 10 | 11 | 2 | 13 | 23% | 77% | 85% | 15% |
| Parks | 17 | 14 | 30 | 1 | 31 | 55% | 45% | 97% | 3% |
| Park Administrator II | 2 | 1 | 3 | 0 | 3 | 67% | 33% | 100% | 0% |
| Park Superintendent | 7 | 5 | 12 | 0 | 12 | 58% | 42% | 100% | 0% |
| Physical Plant Maintenance/Trades | 194 | 2 | 167 | 29 | 196 | 99% | 1% | 85% | 15% |
| Physical Plant Maintenance/Trades Foreman | 15 | 0 | 13 | 2 | 15 | 100% | 0% | 87% | 13% |
| Physical Plant Maintenance/Trades Mechanic I | 9 | 0 | 8 | 1 | 9 | 100% | 0% | 89% | 11% |
| Physical Plant Maintenance Supervisor | 21 | 0 | 17 | 4 | 21 | 100% | 0% | 81% | 19% |
| Planning | 50 | 55 | 89 | 16 | 105 | 48% | 52% | 85% | 15% |
| Planner I | 2 | 1 | 3 | 0 | 3 | 67% | 33% | 100% | 0% |
| Planner IV | 26 | 24 | 42 | 8 | 50 | 52% | 48% | 84% | 16% |
| Principal Planner | 4 | 8 | 11 | 1 | 12 | 33% | 67% | 92% | 8% |
| Probation and Parole | 174 | 129 | 236 | 67 | 303 | 57% | 43% | 78% | 22% |
| Probation and Parole Officer II | 32 | 27 | 44 | 25 | 69 | 46% | 54% | 64% | 36% |
| Probation and Parole Supervisor | 191 | 13 | 28 | 4 | 32 | 59% | 41% | 88% | 12% |
| Public Information/Community Relations | 9 | 21 | 26 | 4 | 30 | 30% | 70% | 87% | 13% |
| Chief Community Relations | 0 | 5 | 5 | 0 | 5 | 0% | 100% | 100% | 0% |
| Public Information Officer | 1 | 5 | 6 | 0 | 6 | 17% | 83% | 100% | 0% |

Step 6: Present Final Results to the County

We anticipate presenting the final results to Fort Bend County Commissioners Court. While it is difficult to anticipate at this time the exact nature of this presentation, our price proposal assumes we will develop and deliver one on-site presentation that will contain at least the following elements:

- Background and reasons for the project
- Objectives and goals of the project
- Methodology used to conduct our analysis
- Key findings and outcomes
- Our recommendations, including potential implications of those recommendations

We will draft the presentation for the Project Team's review, and then will finalize the document based on your comments and input. We anticipate that a senior member of Segal' Team will deliver the presentation, in conjunction with a senior member of the County's Project Team.

Project Timeline

Segal is available to begin this project in October 2021. Our proposed timeline below and specific project deliverables will be finalized with the County's Project Team during Step 1: Project Initiation.

Please note: Segal is unable to begin any project without a signed contract from the County.

ANTICIPATED TIMELINE IN MONTHS

| Step | Oct | Nov | Dec | Jan | Feb | Mar |
|--|-----|-----|-----|-----|-----|-----|
| Step 1: Project Initiation | ■ | | | | | |
| Step 2: Salary Market Assessment | | ■ | ■ | ■ | | |
| Step 3: Recommendations Development | | | | ■ | ■ | |
| Step 4: Job Evaluation/Internal Equity Options | | | | ■ | ■ | ■ |
| Step 5: Pay Equity Analysis | | | | ■ | ■ | ■ |
| Step 6: Present Final Results | | | | | | ■ |

Segal's Project Team

We bring to this project an excellent combination of skills and experience in public sector compensation and classification analysis and design.

The Segal project team consists of experienced consultants who are dedicated to meeting the needs of the County in a manner that is cost efficient, timely, and of high quality.

| Staff Member | Role |
|--|--|
| Ruth Ann Eledge, SPHR, SHRM-SP | Senior Consultant, Client Relationship Manager |
| Rebecca Dayton | Senior Associate, Project Manager |
| Joyce C. Powell, CCP | Senior Associate |
| Renee Grasso | Associate |
| <i>Additional Consultants and Analysts will be added to ensure timely completion of project timelines and deliverables.</i> | |

We invite you to review the resume of each team member on the following pages.

Ruth Ann Eledge, SPHR, SHRM-SP

Vice President

Project Role: Senior Consultant/Client Relationship Manager

Expertise

Ms. Eledge is a Vice President of Segal. In this role, she leads and oversees many of our Human Resources studies and compensation projects and works closely with the entire consulting team to ensure on-time delivery while meeting the quality requirements of our clients.

Clients

States, Agencies, and Retirement Systems

El Paso City Employees' Pension Fund (TX)

Fire and Police Pension Association (CO)

State of Illinois:

Teachers' Retirement System

Universities Retirement System

State of North Carolina Education Lottery

State of Texas Assoc. of Public Employee

Ret. Systems

State of Oregon Legislative Assembly

State of Oregon Lottery

Counties

Bandera County Appraisal District (TX)

Bay County (MI)

Comal County (TX)

Harris County Appraisal District (TX)

Howard County (MD)

Jackson County (TX)

Jefferson County (CO)

Lincoln County (SD)

Macomb County (MI)

Montrose County (CO)

Terrebonne Parish (LA)

Santa Barbara County (CA)

Shelby County (TN)

Webb County (TX)

Higher Education

College of the Mainland (TX)

Collin County Community College (TX)

Harford Community College (MD)

Northeast Community College (NE)

Texas A & M University – Libraries

Municipalities

City of Addison (TX)

City of Avondale (AZ)

City of Austin (TX)

City of Bryan (TX)

City of Chandler (AZ)

City of Charlotte (NC)

City of College Station (TX)

City of Colorado Springs (CO)

City of Edinburg (TX)

City of Farmers Branch (TX)

City of Fort Worth (TX)

City of Fountain (CO)

City of Goleta (CA)

City of Granbury (TX)

City of Grand Rapids (MI)

City of Greenville (NC)

City of Greenville (SC)

City of Houston (TX)

City of League City (TX)

City of Lynnwood (WA)

City of Maricopa (AZ)

City of Marana (AZ)

City of Oklahoma City (OK)

City of Overland Park (KS)

City of Palo Alto (CA)

City of San Marcos (CA)

City of Sugar Land (TX)

City of Thibodaux (LA)

City of Thornton (CO)

City of Tyler (TX)

Town of Chapel Hill (NC)

Village of Winnetka (IL)

Other Clients

Anderson Public Library (IN)

Indianapolis-Marion County Library (IN)

Kansas City Housing Authority (KS)

Montgomery County 911 (TX)

North Little Rock Housing Authority (AR)

Tarrant County 911 (TX)

Transportation

Bishop International Airport Authority (MI)
Capital District Transit Auth. (NY)
City of Charlotte (NC) – Airport Authority
C-TRAN (WA)
Columbus Regional Airport Authority (OH)
Fort Wayne-Allen County Airport Auth. (IN)
Jacksonville Port Authority (FL)
Lincoln Airport Authority (NE)
Metropolitan Nashville Airport Authority (TN)
Port of Houston Authority (TX)
Raleigh-Durham Airport Authority (NC)

Utilities and Water Authorities

City of Austin – Austin Energy (TX)
Colorado Springs Utilities
Floresville Electric (TX)
Greenville Electric Utilities (TX)
Greenville Utilities Commission (NC)
Guadalupe Brazos River Authority (TX)
New Braunfels Utilities (TX)
Orange Water and Sewer District (NC)
San Miguel Electric Cooperative, Inc. (TX)
Toho Water Authority (FL)

Professional Background

Prior to joining Segal, Ms. Eledge worked at The Waters Consulting Group, one of the most experienced firms in public sector human resources and compensation consulting, which was acquired by Segal in 2014. Before joining Waters Consulting Group in 2000, Ms. Eledge served as the City of Austin’s Director of Human Resources and Civil Service. Under her leadership, the City received an A+ rating from Governing Magazine for having a top Human Resource Department in 2000, an honor given only to two cities nationwide. Ms. Eledge has worked closely with various boards and commissions for the City of Austin, Texas, including the Civil Service Commission, Human Rights Commission, Mayor’s Committee for Persons with Disabilities, and the City Council Affirmative Action Subcommittee.

Education/Professional Designations

Ms. Eledge received her Master’s degree (MPA) from Southwest Texas State University and her Bachelor’s degree from the University of Texas at Austin.

Ruth Ann Eledge, Vice President
reledge@segalco.com
214.466.2460
segalco.com

Rebecca Dayton

Senior Associate

Project Role: Senior Compensation Analyst

Expertise

Ms. Dayton joined Segal in December 2019. She performs analytical work for compensation market studies and job classification analysis.

Clients

States, Agencies, and Retirement Systems

State of Maine
State of Rhode Island
State of Washington

Court Systems

Massachusetts Trial Court (MA)

Counties

Anne Arundel County (MD)
Frederick County (MD)
Greene County (VA)
Seminole County (FL)

Municipalities

City of Salem (VA)
Town of Morehead City (NC)
Town of Chapel Hill (NC)
City of Gastonia (NC)
City of Shelby (NC)
City of Santa Fe (NM)

Higher Education

Montgomery College (MD)
Northern Virginia Community College (VA)
Towson University (MD)
University of Maryland Eastern Shore (MD)

Other Clients

Fort Bend Central Appraisal District (TX)
Greater Vallejo Recreation District (CA)

Professional Background

Before joining Segal, Ms. Dayton worked for Baker Tilly Virchow Krause (formerly Springsted, Inc.) providing human capital consulting services to the public sector, to include, classification and compensation, executive recruitment, performance management systems, personnel policies, career development plans, and organizational management.

Ms. Dayton's experience with compensation consulting includes point-factor job evaluation; job classification; custom market studies; pay structure design; and implementation development. Prior to this role, Ms. Dayton served as the Practice Accreditation Coordinator for the American College of Radiation Oncology, a non-profit professional association.

Education/Professional Designations

Ms. Dayton received an Associate's degree in Education from Salem Community College; an Associate's degree in Physical Therapy Assisting from Radford University and her Bachelor's degree of Business Administration in Project Management from Strayer University. She is a member of WorldatWork and is in process of attaining her Certified Compensation Professional (CCP) designation.

Joyce C. Powell, CCP

Senior Associate

Project Role: Senior Compensation Analyst

Expertise

Ms. Powell is a Senior Associate in with more than 20 years of hands-on compensation experience, ten of which have been in the public sector. Her expertise includes conducting market analyses; designing pay structure; conducting FLSA classification reviews and internal equity reviews; developing and costing pay plan implementation scenarios; writing job descriptions; developing custom survey documents, and developing affirmative action plans. She is also experienced in job analysis and job evaluation.

Clients

States, Agencies, and Retirement Systems

State of Delaware
Fire and Police Pension Association (CO)
Commonwealth of Massachusetts:
 School Building Authority
 Treasurer & Receiver
Oregon State Legislature
State of Illinois:
 Board of Education
 Teachers' Retirement System
 Universities Retirement System of IL
State of New Hampshire
State of Ohio Public Employees Ret. System
State of Oregon Lottery
State of Texas Municipal Retirement System

Counties

Anderson County (SC)
Bay County (MI)
Gillespie County (TX)
Isabella County (MI)
Jefferson County (CO)
Johnson County (TX)
Kenosha County (WI)
Lake County (IL)
Lexington County (SC)
Macomb County (MI)
McKinley County (NM)
Montrose County (CO)
Terrebonne Parish (LA)

K-12 School Districts

Prince George's County Public Schools (MD)
Stafford County Public Schools (VA)

Municipalities

City of Asheville (NC)
City of Auburn (AL)
City of Austin (TX)
City of Avondale (AZ)
City of Boston (MA)
City of Cape Coral (FL)
City of Cedar Hill (TX)
City of College Station (TX)
City of Colorado Springs (CO)
City of Denver (CO)
City of Fort Lauderdale (FL)
City of Fort Worth (TX)
City of Fountain (CO)
City of Garland (TX)
City of Grand Rapids (MI)
City of Greenville (NC)
City of Greenville (SC)
City of Hollywood (FL)
City of Kansas City (MO)
City of League City (TX)
City of Liberty (TX)
City of Lynnwood (WA)
City of Maricopa (AZ)
City of Missouri City (TX)
City of Palo Alto (CA)
City of Poway (CA)
City of San Marcos (CA)
City of San Marcos (TX)
City of Sierra Vista (AZ)
City of Thornton (CO)
City of Upper Arlington (OH)
City of Wichita Falls (TX)
City of York (PA)
Town of Chapel Hill (NC)

Higher Education

Central New Mexico Community College
College of the Mainland (TX)
Collin County Community College (TX)
Harford Community College (MD)
Lamar University (TX)
Northeast Community College (NE)

Transportation

C-TRAN (WA)
City of Charlotte (NC) - Airport Authority
Denton County Transportation Authority (TX)
Des Moines Area Regional Transit (IA)
Hillsborough Area Regional Transit (FL)
Jacksonville Port Authority (FL)
Metropolitan Nashville Airport Authority (TN)
North Texas Regional Mobility Authority
Northern Arizona Intergovernmental Public
Transportation Authority

Utilities and Water Authorities

Brown & Caldwell
City of Austin – Austin Energy (TX)
Colorado Springs Utilities
Greenville Electric Utilities (TX)
Guadalupe Brazos River Authority (TX)
New Braunfels Utilities (TX)
Orange County Utilities (FL)
Orange Water and Sewer District (NC)
San Miguel Electric Cooperative, Inc. (TX)
Texas Municipal Power Agency (TX)

Professional Background

Prior to joining Segal, Ms. Powell served as an independent consultant working for private and public sector organizations in a variety of industries including energy and oil, health care, information services, defense, insurance, transportation, and higher education. Prior to consulting, she served as the Supervisor of Compensation and EEO for a subsidiary of a Fortune 500 company.

Education/Professional Designations

Ms. Powell attended West Texas A&M University in Canyon, Texas. She has been a Certified Compensation Professional since 1990 and is an active member of WorldatWork and the North Texas Compensation Association. She is also an active member of the Society for Human Resource Management and the Dallas Human Resources Management Association.

Speeches and Published Works

Ms. Powell has co-authored articles in ICMA's The Municipal Year Book: "Salaries of Municipal Officials, 2008"; "Salaries of Municipal Officials, 2009;" and "Salaries of Municipal Officials, 2010.



Renee Grasso

Associate

Project Role: Analyst

Expertise

Renee Grasso is an Associate in Segal's Compensation and Career Strategies practice, based in the New York office. She has assisted with the development of compensation and benefits solutions for public sector and higher education clients.

Professional Background

In her role at Port Authority of New York & New Jersey, Ms. Grasso conducted stakeholder interviews and analyzed engagement survey data to prepare recommendations for the talent management team. Ms. Grasso's experience also includes quantitative and qualitative analysis for Compensation and Classification studies, comprehensive research on topics such as paid leave and collective bargaining agreements, and custom survey design.

Education

Ms. Grasso graduated from Binghamton University School of Management with a B.A. in Finance. As a member of the PwC Scholars program, Ms. Grasso assisted colleagues with unique professional development and community service initiatives.

Tab 5 – Overall Completeness of Proposal

- Completed Vendor Information form
- Completed W9 form
- Completed Debt form



COUNTY PURCHASING AGENT
Fort Bend County, Texas
Vendor Information

Jaime Kovar
 County Purchasing Agent

Office (281) 341-8640

| | | | |
|--|--|--|------------------------------|
| Legal Company Name (top line of W9) | The Segal Company (Western States), Inc. | | |
| Business Name (if different from legal name) | d/b/a Segal | | |
| Federal ID # or S.S. # | 94-1503999 | DUNS # | 00-171-0136 |
| Type of Business | <input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual | <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization | Age in Business? 82 years |
| Publicly Traded Business | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____ | | |
| Remittance Address | P. O. Box 4070 JP Morgan/Chase Bank Acct Name: The Segal Company (WESTERNSTATES) Inc. Church Street Station Acct Type: CHECKING Acct #: 1440-74105 ABA #: 021000021 | | |
| City/State/Zip | New York, NY 10261-4070 | | |
| Physical Address | 901 Mopac Expressway South Building 1, Suite 300 | | |
| City/State/Zip | Austin, TX 78746 | | |
| Phone/Fax Number | Phone: 214.466.2450 Fax: 214.481.0460 | | |
| Contact Person | Ruth Ann Eledge, Vice President | | |
| E-mail | reledge@segalco.com | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise _____ Certification # _____ SBE-Small Business Enterprise _____ Certification # _____ HUB-Texas Historically Underutilized Business _____ Certification # _____ WBE-Women's Business Enterprise _____ Certification # _____ | | |
| Company's gross annual receipts | <\$500,000 _____ | \$500,000-\$4,999,999 <input checked="" type="checkbox"/> _____ | |
| | \$5,000,000-\$16,999,999 _____ | \$17,000,000-\$22,399,999 _____ | |
| | >\$22,400,000 _____ | | |
| NAICs codes (Please enter all that apply) | 54162 | | |
| Signature of Authorized Representative | <i>R Eledge</i> | | |
| Printed Name | Ruth Ann Eledge | | |
| Title | Vice President | | |
| Date | 06/04/2021 | | |

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
The Segal Company (Western States), Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
333 West 34th Street

6 City, state, and ZIP code
New York, NY 10001-2402

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

| | | | | | | | | | |
|--|--|--|--|---|--|--|--|--|--|
| | | | | - | | | | | |
|--|--|--|--|---|--|--|--|--|--|

or

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 9 | 4 | - | 1 | 5 | 0 | 3 | 9 | 9 | 9 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Husli M. Acou*

Date ▶ 1/12/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

June 16, 2021

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFP 21-089 Compensation Study for Fort Bend County

Addendum 1:

Attached is addendum 1. Vendors are to use Addendum 1 document while preparing their solicitation response. Changes are to Section 24.4 and added Questions and Answers #1.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal at jessica.carabajal@fortbendcountytexas.gov

The Segal Company (Western States) Inc., d/b/a Segal

Company Name

R Eledge

June 16, 2021

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Paige McInnis

Paige McInnis
County Purchasing Agent Assistant

301 Jackson, Suite 201 · Richmond, TX 77469

Exceptions to Terms and Conditions

Segal reserves the right to negotiate mutually agreeable terms and conditions of any contract awarded to it pursuant to this RFP. Segal's typical points of negotiation include:

- i) **Ownership of Deliverables:** To ensure client-ownership and full use of the deliverables, while retaining for Segal its right to its proprietary software, tools, techniques, consulting methodologies and report formats.
- ii) **Insurance:** To reflect the scope and applicability of coverages maintained by Segal.
- iii) **Indemnification:** To reflect an appropriate trigger before Segal's indemnification obligations apply (e.g., a determination that claims, damages, costs and expenses resulted from Segal's willful misconduct or negligence).
- iv) **Data Security:** To reflect the industry standard protections that Segal employs around data security.

Additional Required Forms

Attached are additional completed forms, as required by the RFP:

- Proof of Insurance
- Vendor Form
- W9
- Tax Form/Debt/Residence Certification



SEGACOM-01

ALYSONSTRUCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|----------------|
| PRODUCER NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview, NY 11803 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): (516) 327-2700 | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Federal Insurance Company | 20281 |
| | INSURER B: Pacific Indemnity Company | 20346 |
| | INSURER C: Zurich American Insurance Company | 16535 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

INSURED
The Segal Company (Western States), Inc.
180 Howard Street
Suite 110
San Francisco, CA 94106-6147

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | | [REDACTED] | 2/28/2021 | 2/28/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE/AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | [REDACTED] | 2/28/2021 | 2/28/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | [REDACTED] | 2/28/2021 | 2/28/2022 | EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | [REDACTED] | 2/28/2021 | 2/28/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Crime/Emp Dishonesty | | | [REDACTED] | 2/28/2020 | 3/30/2021 | Retention: 25,000 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of insurance

| | |
|-----------------------|--|
| CERTIFICATE HOLDER | CANCELLATION |
| Evidence of insurance | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Maith Thakur</i> |

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD



COUNTY PURCHASING AGENT
Fort Bend County, Texas
Vendor Information

Jaime Kovar
 County Purchasing Agent

Office (281) 341-8640

| | | | |
|--|--|--|---|
| Legal Company Name (top line of W9) | The Segal Company (Western States), Inc. | | |
| Business Name (if different from legal name) | d/b/a Segal | | |
| Federal ID # or S.S. # | 94-1503999 | DUNS # | 00-171-0136 |
| Type of Business | <input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual | <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization | Age in Business? 82 years |
| Publicly Traded Business | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____ | | |
| Remittance Address | P. O. Box 4070 JP Morgan/Chase Bank Acct Name: The Segal Company (WESTERNSTATES) Inc. Church Street Station Acct Type: CHECKING Acct #: 1440-74105 ABA #: 021000021 | | |
| City/State/Zip | New York, NY 10261-4070 | | |
| Physical Address | 901 Mopac Expressway South Building 1, Suite 300 | | |
| City/State/Zip | Austin, TX 78746 | | |
| Phone/Fax Number | Phone: 214.466.2450 Fax: 214.481.0460 | | |
| Contact Person | Ruth Ann Eledge, Vice President | | |
| E-mail | reledge@segalco.com | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise _____ Certification # _____ SBE-Small Business Enterprise _____ Certification # _____ HUB-Texas Historically Underutilized Business _____ Certification # _____ WBE-Women's Business Enterprise _____ Certification # _____ | | |
| Company's gross annual receipts | <\$500,000 _____ | | \$500,000-\$4,999,999 <input checked="" type="checkbox"/> _____ |
| | \$5,000,000-\$16,999,999 _____ | | \$17,000,000-\$22,399,999 _____ |
| | >\$22,400,000 _____ | | |
| NAICs codes (Please enter all that apply) | 54162 | | |
| Signature of Authorized Representative | <i>R Eledge</i> | | |
| Printed Name | Ruth Ann Eledge | | |
| Title | Vice President | | |
| Date | 06/04/2021 | | |

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
The Segal Company (Western States), Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
333 West 34th Street

6 City, state, and ZIP code
New York, NY 10001-2402

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

| | | | | | | | | | |
|--|--|--|--|---|--|--|--|--|--|
| | | | | - | | | | | |
|--|--|--|--|---|--|--|--|--|--|

or

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 9 | 4 | - | 1 | 5 | 0 | 3 | 9 | 9 | 9 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Heidi M. Scott*

Date ▶ 1/12/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 94-1503999

Company Name submitting Bid/Proposal: The Segal Company (Western States), Inc.

Mailing Address: 901 Mopac Expressway South Building 1, Suite 300 Austin, TX 78746

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

NA

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

| <u>Fort Bend County Tax Acct. No.*</u> | <u>Property address or location**</u> |
|--|---------------------------------------|
| <u>N/A</u> | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that The Segal Company (Western States), Inc. is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is (HQ) New York, NY.
[Company Name] [City and State]

Created 05/12

