

# **Consulting Agreement for Employee Compensation and Classification Study and Related Services**

THIS AGREEMENT, entered into this 3<sup>rd</sup> day of October, 2023, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “COUNTY”, and Evergreen Solutions, LLC. hereinafter referred to as the “CONSULTANT”.

## **BACKGROUND RECITALS:**

The COUNTY selected CONSULTANT to provide Employee Compensation and Classification Study services (“Services”), based on a proposal submitted in response to Request for Proposals 2023050.

The COUNTY and the CONSULTANT, in consideration of their mutual covenants, herein agree with respect to the performance of professional consulting services by the CONSULTANT, and the payment for those services by the COUNTY, as set forth in this Agreement.

The CONSULTANT shall provide the COUNTY with consulting services and such other related services as defined in the scope of work, provided as Exhibit 1.

NOW THEREFORE, in accordance with the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. COUNTY OBLIGATIONS**

The COUNTY will provide the CONSULTANT with a copy of any preliminary data or reports available as required in connection with the work to be performed under this Agreement, together with all available documents in the possession of the COUNTY pertinent to the Services. The CONSULTANT shall satisfy itself as to accuracy of any data provided. The CONSULTANT is responsible for bringing to the COUNTY's attention, for the County's resolution, material inconsistencies or errors in such data that come to the CONSULTANT'S attention.

The COUNTY will cooperate fully with the CONSULTANT in order that all phases of the work may be properly scheduled and coordinated.

### **2. RESPONSIBILITIES OF THE CONSULTANT**

The CONSULTANT agrees to perform all necessary Services in connection with the work set forth in Exhibit 1.

The CONSULTANT agrees to complete the work within the time frame specified.

The CONSULTANT will maintain an adequate staff of qualified personnel.

The CONSULTANT will comply with all present and future federal, state, and local laws, rules, regulations, policies, codes, and guidelines applicable to the Services performed under this Agreement.

The CONSULTANT shall during the entire term of this Agreement, procure and keep in full force, effect, and good standing any and all necessary licenses, registrations, certificates, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its

Services as described in this Agreement. The CONSULTANT shall also require all sub-consultants to comply by contract with the provisions of this section.

The CONSULTANT will cooperate fully with the COUNTY in order that all phases of the work may be properly scheduled and coordinated.

The CONSULTANT will cooperate and coordinate with other COUNTY CONSULTANTS, as directed by the COUNTY.

The CONSULTANT shall report the status of the Services under this Agreement to the County Project Manager upon request, and hold all drawings, calculations and related work open to the inspection of the County Project Manager or his authorized agent at any time, upon reasonable request.

All documents, reports, maps, contract documents, and other data developed by the CONSULTANT for the purpose of this Agreement, are, and shall remain, the property of the COUNTY. The foregoing items will be created, maintained, updated, and provided in the format specified by the COUNTY. When all work contemplated under this Agreement is complete, and upon final payment, all of the above data shall be delivered to the County Project Manager.

The CONSULTANT shall not assign or transfer any work under this Agreement without the prior written consent of the COUNTY.

CONSULTANT is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. CONSULTANT is also responsible for obtaining proof of E-Verify registration and utilization for all subconsultants.

### 3. TERM; DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of one year, after the date of execution thereof, or upon completion of all project phases as defined by the COUNTY, whichever occurs earlier, unless otherwise terminated by mutual consent of the parties hereto, or terminated pursuant to Section 8 "Termination".

### 4. COMPENSATION

The COUNTY shall pay to the CONSULTANT a mutually agreed upon maximum amount not-to-exceed professional fee for each completed task, on a deliverable basis, all as set forth in Exhibit 2. Invoices shall be submitted to the County Project Manager, in detail sufficient for proper prepayment and post payment audit. Upon submittal of a proper invoice the County Project Manager will determine if the tasks or portions thereof have been satisfactorily completed. Upon a determination of satisfactory completion, the County Project Manager will authorize payment to be made. All payments for services shall be made to the CONSULTANT by the COUNTY in accordance with the Florida Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

No additional payment will be due to the CONSULTANT for administrative copies, printing, per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel.

The COUNTY may at any time notify the CONSULTANT of requested changes to the Services, and thereupon the COUNTY and the CONSULTANT shall execute a mutually agreeable amendment to this agreement. Should this amendment result in the reduction in services, the CONSULTANT shall be paid for the Services already performed and also for the Services remaining to be done and not reduced or eliminated, upon submission of invoices as set forth in this Agreement.

The COUNTY may, at any time and for any reason, direct the CONSULTANT to suspend Services, in whole or in part under this Agreement. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified, or upon such other date as the COUNTY may thereafter specify in writing. Where the COUNTY has suspended the Services under this Agreement for a period in excess of six (6) months, the compensation of CONSULTANT for such suspended Services may be subject to modification. The period during which the Services are stopped by the COUNTY shall be added to the time of performance of this Agreement.

## 5. ADDITIONAL WORK

If services in addition to the Services provided hereunder are required or desired by the County in connection with the Project, the COUNTY may, at the sole option of the COUNTY: separately obtain same outside of this Agreement; or request the CONSULTANT to provide, either directly by the CONSULTANT or by a sub consultant, such additional services by a written amendment to this Agreement.

## 6. OWNERSHIP AND REUSE OF DOCUMENTS

**Ownership and Copyright:** Ownership and copyright of all reports, tracings, plans, electronic files, specifications, field books, survey information, maps, contract documents, and other data first developed by the CONSULTANT pursuant to this Agreement, shall be vested in the COUNTY. Said materials shall be made available to the COUNTY by the CONSULTANT at any time during normal business hours upon reasonable request of the COUNTY. On or before the tenth day after all work contemplated under this Agreement or individual Work Order is complete, all of the above materials shall be delivered to the County Project Manager.

**Reuse of Documents:** All documents, including but not limited to reports, drawings and specifications, prepared or performed by the CONSULTANT pursuant to this Agreement, are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the COUNTY or others on extensions of this project or on any other project. The COUNTY's reuse of any document or drawing shall be at the COUNTY's own risk. The COUNTY shall not hold the CONSULTANT liable for any misuse by others.

## 7. INSURANCE AND INDEMNIFICATION

During the performance of the work covered by this Agreement, the CONSULTANT shall provide the COUNTY with evidence that the CONSULTANT has obtained and maintains the insurance listed in the Agreement.

CONSULTANT shall maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees. The cost of such insurance shall be included in the CONSULTANT's fees.

### Minimum Scope of Insurance

- A. Worker's Compensation as required by the State of Florida. Employers Liability of \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.
- B. General Liability \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall include premises/operations, products/completed operations, contractual liability, and independent contractors. COUNTY shall be named an "Additional Insured" on the certificate of insurance.
- C. Auto Liability \$500,000 combined single limit per accident for bodily injury and property damage. Coverage shall include owned vehicles, hired vehicles, and non-owned vehicles.

CONSULTANT's insurance coverage shall be primary.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida.

The insurance policies procured shall be occurrence forms, not claims made policies.

The insurance companies chosen shall provide certificates of insurance prior to signing of contracts, to the Indian River County Risk Management Department.

The CONSULTANT shall ensure any subconsultants to maintain the insurance as detailed herein.

The Consultant shall indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.

## 8. TERMINATION

This Agreement may be terminated: (a) by the COUNTY, for any reason, upon thirty (30) days' prior written notice to the CONSULTANT; or (b) by the CONSULTANT, for any reason, upon thirty (30) days' prior written notice to the COUNTY; or (c) by the mutual Agreement of the parties; or d) as may otherwise be provided below. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily completed work previously authorized. Such payment shall be determined on the basis of the percentage of work complete, as estimated by the CONSULTANT and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

In the event that the CONSULTANT merges with another company, becomes a subsidiary of, or makes any other substantial change in structure, the COUNTY reserves the right to terminate this Agreement in accordance with its terms.

In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents first prepared by the CONSULTANT for the COUNTY in connection with this Agreement.

The COUNTY may terminate this Agreement for refusal by the CONSULTANT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 Florida Statutes and made or received by the CONSULTANT in conjunction with this Agreement.

The COUNTY may terminate this Agreement in whole or in part if the CONSULTANT submits a false invoice to the COUNTY.

CONSULTANT certifies that it and those related entities of CONSULTANT as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. OWNER may terminate this Contract if CONSULTANT, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

CONSULTANT certifies that it and those related entities of CONSULTANT as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, create pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. COUNTY may terminate this agreement if CONSULTANT is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

## 9. MISCELLANEOUS PROVISIONS

**Independent Contractor.** It is specifically understood and acknowledged by the parties hereto that the CONSULTANT or employees or sub-consultants of the CONSULTANT are in no way to be considered employees of the COUNTY, but are independent contractors performing solely under the terms of the Agreement and not otherwise.

**Merger; Modification.** This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the CONSULTANT and the COUNTY.

**Governing Law; Venue.** This Agreement, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

**Remedies; No Waiver.** All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. Each right, power and remedy of the parties provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

**Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it

is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Availability of Funds. The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

No Pledge of Credit. The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

Survival. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by CONSULTANT shall survive the termination or expiration of this Agreement.

Construction. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's-length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

#### 10. Public Records Compliance

Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

### **B. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

**THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS  
AT:**

**(772) 226-1424**

**publicrecords@indianriver.gov**

**Indian River County Office of the County Attorney**

**1801 27th Street**

**Vero Beach, FL 32960**

C. Failure of the Consultant to comply with these requirements shall be a material breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**OWNER:**

**CONSULTANT:**

INDIAN RIVER COUNTY \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(CONSULTANT)

Joseph H. Earman, Chairman

(CORPORATE SEAL)

By: \_\_\_\_\_  
\_\_\_\_\_

Attest \_\_\_\_\_

John A. Titkanich, Jr., County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
William K. DeBaal, County Attorney

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ryan L. Butler, Clerk of Court and Comptroller

Attest: \_\_\_\_\_  
Deputy Clerk

License No. \_\_\_\_\_  
(Where applicable)

(SEAL)

Agent for service of process: \_\_\_\_\_

Designated Representative:  
Suzanne Boyll  
Human Resources Director  
1800 27<sup>th</sup> Street, Vero Beach, FL 32960  
sboyll@indianriver.gov  
772-226-1402

Designated Representative:

(If CONSULTANT is a corporation or a partnership, attach evidence of authority to sign.)

# Exhibit 1 - Work Plan

The detailed work plan that Evergreen proposes to use to conduct an Employee Compensation and Classification Study for Indian River County is provided in this section. Evergreen understands the County has 913 full-time employees and 330 job classifications.

Our work plan consists of the following 12 work tasks:

- Task 1: Project Initiation
- Task 2: Evaluate the Current System
- Task 3: Collect and Review Current Environment Data
- Task 4: Evaluate and Build Projected Classification Plan and Make FLSA Determinations
- Task 5: Identify List of Market Survey Benchmarks and Approved List of Targets
- Task 6: Conduct Market Salary Survey and Provide External Assessment Summary
- Task 7: Develop Strategic Positioning Recommendations
- Task 8: Conduct Solution Analysis
- Task 9: Develop and Submit Draft and Final Reports
- Task 10: Develop Recommendations for Compensation Administration
- Task 11: Provide Revised Class Descriptions
- Task 12: Review and Revise Performance Evaluation System

## **Task 1.0 Project Initiation**

### **TASK GOALS**

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

### **TASK ACTIVITIES**

- 1.1 Discuss with the County's Project Manager (CPM) and any other key personnel (i.e., executive leadership) the following objectives:
- the classification and pay plan study process;
  - understand mission and current compensation philosophy;
  - review our proposed methodology, approach, and project work plan to identify any necessary revisions;
  - reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and
  - establish an agreeable communication schedule.

- 1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the County and some of the short- and long-term priorities. This activity serves as the basis for assessing where the County is going and what type of pay plan will reinforce current and future goals.
- 1.3 Obtain relevant materials from the County, including:
  - any previous projects, research, evaluations, or other studies that may be relevant to this project;
  - organizational charts for the departments and divisions, along with related responsibility descriptions;
  - current position and classification descriptions, salary schedule(s), and classification system; and
  - personnel policies and procedures, including step placement policies.
- 1.4 Review and edit the project work plan and submit a timeline for the completion of each project task.
- 1.5 Provide the CPM with periodic status reports throughout the study.

**KEY PROJECT MILESTONES**

- Comprehensive project management plan
- Comprehensive database of County staff

**TASK GOAL**

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

**TASK ACTIVITIES**

- 2.1 Obtain the existing pay structure and compensation philosophy (if any). Review the existing pay structure and look for potential problems and issues to be resolved.
- 2.2 Determine the strengths and weaknesses of the current pay plan(s) and structure for the County. Address any pay compression issues that may exist and discuss possible solutions.
- 2.3 Discuss the compensation philosophy with the CPM and any changes that need to be made to better align the County with the market.
- 2.4 Complete an assessment of current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.

**Task 2.0  
Evaluate the  
Current System**

**Task 3.0  
Collect and  
Review Current  
Environment  
Data**

**KEY PROJECT MILESTONES**

- Review of existing compensation plan(s)
- Pay compression issues and solutions
- Assessment of current conditions

**TASK GOALS**

- Conduct statistical and anecdotal research into the current environment within the County.
- Guide subsequent analytical tasks.

**TASK ACTIVITIES**

- 3.1 Schedule and conduct several employee orientation sessions to describe the scope of work and methodology.
- 3.2 Interview department directors/managers to obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.
- 3.3 Hold focus groups with a sample of employees to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.
- 3.4 Work with the CPM and Human Resources staff to administer the JATs and MITs. Our staff utilizes a web-based tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the CPM before distribution of the JAT/MIT questionnaire.
- 3.5 Review any data provided by the County that may provide additional relevant insight.

**KEY PROJECT MILESTONES**

- Job assessment tool distribution
- Department director/manager interviews
- Employee focus groups and orientation sessions

**Task 4.0  
Evaluate and  
Build Projected  
Classification  
Plan and Make  
FLSA  
Determinations**

**TASK GOALS**

- Identify the classification of existing positions utilizing the approved method for job evaluation.
- Characterize internal equity relationships within the County.

## **TASK ACTIVITIES**

- 4.1 Ensure that all draft class specifications are provide to Evergreen by the CPM.
- 4.2 Review the work performed by each classification and score based on job evaluation. Include an evaluation of supervisory comments.
- 4.3 Review job evaluation scores and identify the classification of positions.
- 4.4 Schedule and conduct additional follow up with employees for jobs where uncertainty exists over data obtained from job evaluation.
- 4.5 Develop preliminary recommendations for the classification structure and discuss with the CPM. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the job evaluation scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped and spacing between jobs would be determined.
- 4.6 Develop recommendations of FLSA (exemption) status based on results of job evaluation (JAT) review and federal requirements.
- 4.7 Identify job families and make recommendations for career ladders within the job family for defined career progression.
- 4.8 Review recommendations with the CPM.

## **KEY PROJECT MILESTONES**

- Job evaluation scores by class
- Recommended classification changes
- FLSA determinations
- Preliminary job structure based on internal equity

## **TASK GOALS**

- Reach an appropriate number and identify the proper benchmark positions for the external labor market assessment of salary.
- Identify and develop a comprehensive list of targets for conducting a successful external labor market assessment of salary.

## **TASK ACTIVITIES**

- 5.1 Identify, from the initial review, a list of classifications (benchmarks) to include in the labor market survey. **Note:** Evergreen will work with the CPM to select up to 100 classifications to use as benchmarks for the salary survey.

### **Task 5.0 Identify List of Market Survey Benchmarks and Approved List of Targets**

- 5.2 Finalize the list of positions with the CPM.
- 5.3 For each employee group review with the CPM peer organizations to use as targets for the salary survey. **Note:** Evergreen will work with the CPM to select up to 20 targets for the salary survey.
- 5.4 Develop a preliminary list of organizations for the external labor market survey of salary, placing a comparative emphasis on characteristics such as:
  - size of the organization;
  - geographic proximity to the Vero Beach area;
  - economic and budget characteristics; and
  - other demographic data.
- 5.5 Develop a list of survey targets by employee group. Develop a system for use of secondary data including potential sources and weighting of secondary data, if necessary.
- 5.6 Review survey methodology with the CPM and refine survey methodology prior to distribution of the survey.
- 5.7 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

**KEY PROJECT MILESTONES**

- Final list of benchmark positions for the external labor market assessment salary survey
- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts

**TASK GOALS**

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

**TASK ACTIVITIES**

- 6.1 Prepare a customized external labor market salary survey for the CPM's approval. Discuss questions and categories for the market survey.
- 6.2 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 6.3 Conduct necessary follow-up through e-mails, faxes, and phone calls.

**Task 6.0  
Conduct Market  
Salary Survey  
and Provide  
External  
Assessment  
Summary**

- 6.4 Collect and enter survey results into Evergreen’s electronic data analysis tools.
- 6.5 Validate all data submitted.
- 6.6 Develop summary report of external labor market salary assessment results.
- 6.7 Submit summary report of external labor market salary assessment results to the CPM.

**KEY PROJECT MILESTONES**

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

**TASK GOALS**

- Assess the appropriateness of the current compensation philosophy for the County.
- Develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

**TASK ACTIVITIES**

- 7.1 Identify the compensation philosophy and accompanying thresholds.
- 7.2 Using the market salary survey data collected in **Task 6.0**, and the classification data reviewed in **Task 4.0**, recommend the appropriate pay plan(s) for the County.
- 7.3 Produce a pay plan for the County that meets its needs from an internal and external equity standpoint.

**KEY PROJECT MILESTONES**

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

**TASK GOALS**

- Conduct analysis comparing job evaluation values.
- Survey results for the benchmark positions.

**Task 7.0  
Develop  
Strategic  
Positioning  
Recommendations**

**Task 8.0  
Conduct  
Solution  
Analysis**

- Produce several possible solutions for implementation.

**TASK ACTIVITIES**

- 8.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan for the County.
- 8.2 Place all classifications into pay grades based on **Task Activity 8.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 8.3 Create up to three implementation solutions for consideration that take into account the current position of the County as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.
- 8.4 Meet with the CPM to discuss potential solutions.
- 8.5 Determine the best solution to meet the needs of the County in the short-term and long-term.
- 8.6 Document the accepted solution.

**KEY PROJECT MILESTONES**

- Initial regression analysis
- Potential solutions
- Documented final solution

**TASK GOALS**

- Develop and submit a draft and Final Report of the Employee Compensation and Classification Study to Indian River County.
- Present the Final Report.

**TASK ACTIVITIES**

- 9.1 Produce a comprehensive draft report that captures the results of each previous step. Provide the CPM a draft final report for review that will include all costs associated with all recommendations as well as a three-year implementation strategy.
- 9.2 Make edits and submit one hard copy and an electronic version of the Final Report to the CPM.
- 9.3 Present the Final Report.
- 9.4 Develop a communication plan for sharing study results with employees of the County.
- 9.5 Develop a plan for maintaining recommendations over time.

**Task 9.0  
Develop and  
Submit Draft  
and Final  
Reports**

**Task 10.0  
Develop  
Recommendations  
for  
Compensation  
Administration**

**KEY PROJECT MILESTONES**

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

**TASK GOALS**

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

**TASK ACTIVITIES**

- 10.1 Develop recommendations and guidelines for continued administration and maintenance of the classification and compensation system by County staff, including recommendations and guidelines related to:
- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
  - how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
  - the proper mix of pay and benefits;
  - how often to adjust pay scales and survey the market;
  - the timing of implementation; and
  - how to keep the system fair and competitive over time.
- 10.2 Recommend recruitment/retention strategies, where appropriate.
- 10.3 Present recommendations to the CPM for review.
- 10.4 Finalize recommendations.
- 10.5 Provide training and tools to Human Resources Department staff to ensure that staff can conduct audits/adjustments consistent with study methods until the next formal study is conducted using Evergreen's **JobForce Manager** tool that will enable Human Resources staff to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs – allowing for streamlining, and an increase in fairness and transparency of regular compensation and classification tasks after solution implementation.

**KEY PROJECT MILESTONES**

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

**Task 11.0  
Provide Revised  
Class  
Descriptions**

- Training on Evergreen’s *JobForce Manager* tool

**TASK GOALS**

- Update existing class descriptions.
- Create new class descriptions as needed, ensuring ADA, FLSA, EEO, etc. requirement satisfaction.
- Provide final version of all class descriptions/specifications in electronic format (i.e., MS Word).

**TASK ACTIVITIES**

- 11.1 Assess current class descriptions for form, content, validity, and ADA, FLSA, EEO compliance, etc.
- 11.2 Discuss any necessary changes to the class description format with the CPM.
- 11.3 Update classification descriptions based on data gathered from the job evaluation process.
- 11.4 Create new class descriptions based on Evergreen’s proposed classification structure by leveraging data from the job evaluation process, if available. Provide complete listing of the allocation of job classes to salary range assignments.
- 11.5 Recommend a systematic, regular process for reviewing job descriptions.
- 11.6 Provide a job analysis tool that can be used by the County when evaluating new positions for placement in the classification and compensation plan **(optional)**.

**KEY PROJECT MILESTONES**

- Updated class descriptions
- New class descriptions, as needed
- FLSA Determinations

**Task 12.0  
Review and  
Revise  
Performance  
Evaluation  
System**

**TASK GOALS**

- Review and revise current performance management system.
- Create performance management tools.

**TASK ACTIVITIES**

- 12.1 Discuss with the CPM the type of performance evaluation system that will support the County’s compensation philosophy.

- 12.2 Review, recommend, and provide solutions for a new pay for performance evaluation/process.
- 12.3 Design new performance evaluation system and effective performance evaluation tools to evaluate employees.
- 12.4 Discuss with the CPM evaluation procedures and processes that should be followed by employees regarding the new system.
- 12.5 Create a new annual performance management tool for employees to use that will tie into the wage study and revised job descriptions.

**KEY PROJECT MILESTONE**

- New performance evaluation system and tools.

## Exhibit 2 – Schedule of Fees

The total not-to-exceed, fixed price to complete all tasks identified in Exhibit 1 is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. The fees include two onsite visits to the County to conduct the study, as most of the work can be performed virtually

Fee for Tasks 1 – 10	\$52,500
Fee for Task 11	\$8,000
Fee for Task 12	\$8,000
<b>Total Fee</b>	<b>\$68,500</b>

### Payment schedule:

Completion of Tasks 1-2	\$13,125
Completion of Tasks 3-4	\$13,125
Completion of Tasks 5-6	\$13,125
Completion of Tasks 6-10	\$13,125
Completion of Task 11	\$8,000
Completion of Task 12	\$8,000