

**Agreement to Provide
Professional Human Resource Management Services
to
Nassau County, Florida**

THIS AGREEMENT, entered this 22nd day of February, 2000 and effective immediately by and between the Human Resource Management Division of DMG-MAXIMUS, INC. (hereinafter called the "Consultant") and Nassau County, Florida (hereinafter called the "County"),

WITNESSETH THAT:

WHEREAS, the County is interested in updating the current compensation and classification plan for employees of Nassau County, Florida;

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of human resource consulting work;

WHEREAS, the County desires to engage the Consultant to develop a comprehensive Compensation and Classification plan;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. **Scope of Services.** The Consultant shall do, perform and carry out in a good and professional manner such services as necessary to provide to the County an updated compensation and classification plan, inclusive of:

- ☐ Determining benchmarks for wage and salary comparisons (external equity);
- ☐ Interviewing appropriate personnel;
- ☐ Conducting orientation sessions with all employees of the County;
- ☐ Conducting job evaluations for each position based on Comprehensive Position Questionnaires for the purpose of establishing internal equity;
- ☐ Conducting a wage and salary survey and analysis for the purpose of establishing external equity;
- ☐ Conducting a benefits survey for the County;
- ☐ Writing job descriptions for each job within the County;
- ☐ Development of new Compensation and Classification plan;
- ☐ FLSA Determination of positions within the County;
- ☐ DMG/Archer Performance Management System (including software and training);

- ☐ One model of implementation.

3. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to ensure their expeditious completion and best carry out the purposes of the agreement. The project will be completed within 90 to 120 days from the date of the initial meetings. Due to the extent of the Scope of Services, the Consultant and County agree that the Consultant will make a maximum of five (5) on site visits.

4. Compensation. The County agrees to pay the Consultant a fee of forty-two thousand two hundred twenty-five dollars (\$42,225.00). The Consultant agrees to complete the project and all services provided herein for said sum. In the event Consultant is required to provide documents or testimony in response to claims, demands or actions by third parties, Consultant shall bill the County for services rendered based on then current professional fees and expenses incurred. No tasks shall be undertaken without prior notification to the County. This provision is intended to apply only to third party actions based on the County's implementation of Consultant's report and findings.

5. Method of Payment. The Client will be billed the first one-half (\$21,112.50) of the total fee upon presentation of the draft report and approval of the Human Resource Director. The second and final one-half (\$21,112.50) will be payable upon presentation of the final reports and approval and acceptance by the Board of County Commissioners. Provided however, in the absence of written notice by the County to the Consultant within five business days of receipt of the applicable deliverable, the deliverable shall be deemed approved and accepted and payment shall be due and owing to the Consultant.

6. Changes. The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

7. Services and Materials to be furnished by the County. The County shall locally furnish the Consultant with all available necessary information, data, and material pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein and shall provide staff for liaison with the Consultant.

8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this agreement, the County shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

9. Indemnification. Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this Agreement and which are due to that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious acts and other unlawful conduct of its respective agents, officers and employees.

10. Limitation of Liability. The County agrees that Consultant's total aggregate limit of liability to the County hereunder (whether contract, statutory, in tort or otherwise) for damages on any one or more or all claims (regardless of the number of different or other claims, claimants or occurrences) shall not exceed the total of professional fees paid under this contract. The County further agrees that Consultant shall not be liable to The County for any indirect, incidental, special or consequential damages, any lost profits or any claim or demand against The County by any other party, arising out of or in connection with the performance of services hereunder.

11. Copyright. The County acknowledges that all forms, formats, questionnaires, plans, reports and/or products to be provided by the Consultant are copyrighted. The County agrees that all ownership rights and copyrights thereto lie with Consultant. The County may use them solely for and on behalf of the County's operations, management, and any future plans, studies, and evaluations of the County's Human Resources program. The County agrees that it will

take appropriate action by instruction, agreement or otherwise with its employees to satisfy its obligations with respect to use, copying, protection and security.

12. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on within the Client.

13. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of the reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. Client not Obligated to Third Parties. The Client shall not be obligated or liable hereunder to any party other than the Consultant.

16. When Rights and Remedies Not Waived. In no event shall the making of payments by the Client or any payment to the Consultant constitute or be construed as a waiver by the Client of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Client in respect to such breach or default.

17. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

18. Mediation. Any dispute arising under this contract, which is not disposed of by the agreement, shall be decided by the mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this agreement arising out of or relating to this agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

19. **Notices.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties by United States mail, postage paid, to the following address:

DMG-MAXIMUS, INC.
220 Executive Center Drive, Suite 210
Columbia, South Carolina 29210

or

Nassau County, Florida
191 Nassau Place
Yulee, Florida 32097

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

Nassau County, Florida

By: 

NICK D. DEONAS

Title: Chairman

Date: 2/22/2000

DMG-MAXIMUS, INC.

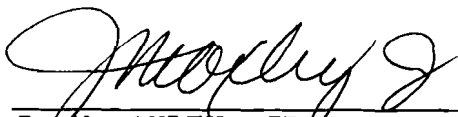
By: 

Russell H. Campbell, Jr.

Director

Date: 2/14/00

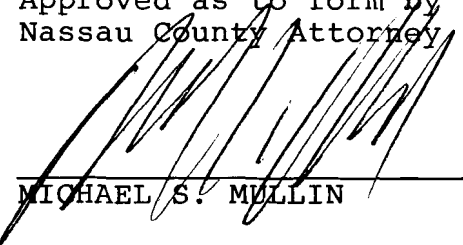
Attest:



J. M. OXLEY, JR.

Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Pete Cooper
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

February 25, 2000

Mr. Russell Campbell
DMG-Maximus, Inc.
1949 Commonwealth Lane
Tallahassee, FL 32303

Re: Agreement to Provide Human Resource Management
Services to Nassau County, Florida

Dear Mr. Campbell:

Enclosed is an original, fully executed agreement as
referenced above for your record.

Should you have any questions or need any information,
please contact this office.

Sincerely,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Jgb

Enclosure

Cc: Ms. Fran Diedrich, Human Resources Director



DMG-MAXIMUS, INC.
1949 Commonwealth Lane
Tallahassee, Florida 32303
(850) 386-4101
Fax (850) 386-3599
2000 FEB 17 PM 12:29

To:

[REDACTED]
HR DIRECTOR
NASSAU COUNTY
POST OFFICE BOX 1010
FERNANDINA BEACH, FL 32035

2/22/00

From:

RUSSELL CAMPBELL / sg
DMG-MAXIMUS, INC.
TALLAHASSEE, FL

Date:

FEBRUARY 14, 2000

Subject:

**AGREEMENT TO PROVIDE PROFESSIONAL
HUMAN RESOURCE MANAGEMENT SERVICES TO
NASSAU COUNTY, FLORIDA**

ATTACHED ARE TWO (2) COPIES OF ABOVE REFERENCED AGREEMENT --
EXECUTED BY THIS OFFICE.

[REDACTED]

PLEASE CALL IF YOU HAVE QUESTIONS.

ATTACHMENT