

Contract No. CM1419
Bid/RFP No. NC08-041

**AGREEMENT FOR CONSULTANT SERVICES
FOR A COMPREHENSIVE JOB CLASSIFICATION, COMPENSATION, AND
BENEFITS STUDY**

THIS AGREEMENT made and entered into this 18th day of March 2009, by and between the Board of County Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Cody & Associates, Inc., a Florida Corporation, whose principle office address is located at 305 Jack Drive, Cocoa Beach, Florida 32931, hereinafter referred to as "Consultant":

WHEREAS, the County intends to conduct a comprehensive study of the County's job descriptions, job classifications, pay and benefits; and

WHEREAS, the County requires certain consulting services in connection with conducting a comprehensive study; and

WHEREAS, the Consultant desires to render certain consultant services as described in the Scope of Work, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the Scope of Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

The County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the Scope of Services.

ARTICLE 2 - SCOPE OF SERVICES

Consultant shall provide professional services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference, and any additional services as may be specifically designated and additionally authorized by the parties. Such additional authorizations will be in the form of an Addendum. Each Addendum shall set forth a specific scope of services, the amount of compensation and the required completion date.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates the Director of Human Resources to act on the County's behalf with respect to the Scope of Services. The Director of Human Resources, under the supervision of the County Attorney shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall be for a one hundred eighty (180) calendar days, beginning on the date of its complete execution. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in the County's best interest and sole discretion. Any Agreement or amendment to the Agreement shall be

subject to fund availability and mutual written agreement between the County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 The County shall pay Consultant a fee not to exceed Nineteen thousand five hundred dollars (\$19,500.00), in accordance with the provisions contained in the Cost Proposal, which is attached hereto as Attachment "B", and incorporated herein as if set forth in full. Breakdown of Cost as follows:

Classification Phase	\$ 8,000.00
Compensation and Benefits Phase	\$ 9,500.00
Report Preparation and Presentation	\$ 2,000.00

5.2 Consultant shall prepare and submit to the Director of Human Resources, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

5.3 The County shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all Services covered by the Contract documents.

5.4 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing

obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

5.5 Final Invoice per Project: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County, this indicates that all services have been performed and all charges and costs have been invoiced to the County and that there is no further work to be performed on the specific project.

ARTICLE 6 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 - DOCUMENTS

The documents which comprise this Agreement between the County and the Consultant are incorporated by reference and are as follows:

- 7.1** This Agreement;
- 7.2** The Scope of Services attached hereto as Attachment "A";
- 7.3** Cost Proposal attached hereto as Attachment "B";
- 7.4** Consultant's proposal submitted in response to the Request for Proposals for a Comprehensive Job Classification, Compensation, and Benefits Study, Bid No. NC08-041;
- 7.5** Any written amendments, modifications or Addenda to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 10 - INDEMNIFICATION

10.1 Consultant shall indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, any sub-consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). Violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work; or c). Liens, claims or actions made by the Consultant or any subconsultants

under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including Attorney's fees, incurred by the County to enforce this agreement shall be borne by the Consultant.

10.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

10.3 The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

10.4 County reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive County's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

ARTICLE 11 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance. Consultant shall work closely with the County in performing services under this Agreement.

ARTICLE 12 – EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

12.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 13 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 14 - INSURANCE

14.1 The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements.

14.1.1 Worker's Compensation: Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.2 Comprehensive General Liability: Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- c. Additional Insured. County is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.3 Comprehensive Automobile Liability: Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$300,000 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicles
- c. Hired and Non-Owned Vehicles
- d. Employee Non-Ownership
- e. Additional Insured. County is to be specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.2 Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed

with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant except workers compensation and professional liability insurance shall be endorsed to include as additional insured the County, its officers, employees, and agents to the extent of the County's interest arising from any contract agreement between County and Consultant. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

14.3 Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the County with financial information concerning any self insurance fund insuring Consultant. At the County's option, a Best's rating or Self-Insurance Fund financial information may be waived.

ARTICLE 15 – ACCESS TO PREMISES

The County shall be responsible for providing access to all project sites, and for providing project-specific information.

ARTICLE 16 - TERMINATION OF AGREEMENT

16.1 Termination for Convenience: This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date. In the event that the Consultant abandons this Agreement or

causes it to be terminated, Consultant is liable to the County for any and all loss pertaining to this termination.

16.2 Default by Consultant: In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 18 - UNCONTROLLABLE FORCES

18.1 Neither the County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 19 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20.3 Assignment: The Consultant may not transfer or assign any portion of the contract without prior written approval from the County.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 22 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

ARTICLE 24 - FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 25 - NOTICE

25.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY PROJECT OFFICER

Chili A. Pope, Human Resources Director
96161 Nassau Place
Yulee, Florida 32097

CONSULTANT:

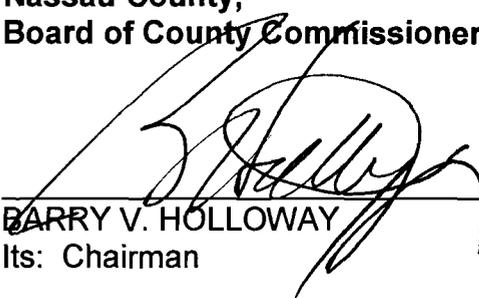
Nicholas E. Pellegrino, Principal Partner
Cody & Associates, Inc.
305 Jack Drive
Cocoa Beach, Florida 32931

25.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

25.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

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

**Nassau County,
Board of County Commissioners**

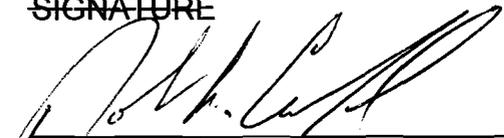


BARRY V. HOLLOWAY
Its: Chairman

Date: 3-18-09

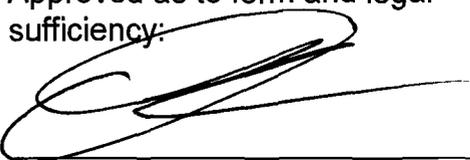
ATTESTATION: ONLY TO AUTHENTICITY
AS TO CHAIRMAN'S SIGNATURE:

~~ATTEST TO CHAIR
SIGNATURE~~



JOHN A. CRAWFORD
Its: Ex-Officio Clerk *29/3/09*

Approved as to form and legal
sufficiency:



DAVID A. HALLMAN

[Consultant signature on next page]

ATTEST:

CODY & ASSOCIATES, INC.

Kim Guthrie

(Corporate Secretary)

KIM GURTHIE

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

N.E. Pellegrino

Signature of President/Owner

N.E. PELLEGRINO

Type/Print Name of President/Owner

Date: 3/9/09

ATTACHMENT “A” SCOPE OF WORK

Scope of Work

PURPOSE: It is the intent of the Nassau County Board of County Commissioners to secure a qualified firm or individual to perform a comprehensive survey of the County’s job descriptions, job classifications, pay and benefits. Areas of concern to the County are pay compression, internal/external pay equity, and methodologies for rewarding superior performers.

WORK TO BE PERFORMED: The consultant will conduct a comprehensive job classification, compensation and benefits survey for the Nassau County Board of Commissioners to include the following:

1. A time table to include a detailed implementation schedule that shows the type of service to be provided, the dates of specific services and the amount of hours needed to complete each activity.
2. Review and update of job descriptions for non-bargaining and bargaining unit positions.
3. Identification of benchmark positions for non-bargaining and bargaining unit positions; salary survey within the appropriate public and private job markets to assure pay commensurate with job assignment.
4. Job analysis and recommended methods for resolving pay compression issues for non-bargaining and bargaining unit positions.
5. For all employees and retirees of the Nassau County Board of County Commissioners, a benefits comparison survey with appropriate public and private employers to determine competitiveness in terms of services provided and cost to employees or retirees.
6. Review and redesign of current non-bargaining and bargaining pay plan and where appropriate, develop a new plan, including salary structure(s), procedures, employee appraisal systems and administration. The plan will provide for reasonable movement within salary ranges through pay increases based on merit and performance as well as the County’s financial resources.

All information obtained through the provided services may be considered for use by the County during negotiations with bargaining units. Proposers will give consideration to current professional compensation strategies, public sector human resources practices and research, as well as applicable laws, statutes, regulations, and current issues including, but not limited to pay for performance.

Staff members will be trained by the successful proposer to properly administer and maintain the plan. Training materials will be developed and provided by the successful proposer.

Staff members will work with the consultant on all phases of the study, thus ensuring a complete understanding of the methodology, ability to apply and explain resulting systems to others, and duplicate process if and when required to do so.

The Project Officer will be the County's contact person for all phases of the study. The proposer will provide the Project Officer with a comprehensive report documenting the entire study and outlining implementation costs and alternatives. The successful proposer may be requested to provide presentations to the County Coordinator, Nassau County Board of County Commissioners, Department Directors and others as determined by the Project Officer.

TASK APPROACH: To facilitate this study, its definition of the methodologies, and approach and the implementation thereof, as well as an analysis of your proposal, please respond in accordance to the following task approach:

Task I – Develop Approach: Analyze, review and make recommendations on the methodologies, policies and procedures to ensure the maintenance of an effective and legally defensible compensation plan. This step will include, as a minimum, the following:

1. Evaluation of the existing job evaluation and total compensation plans, pay policies, practices and provide alternative wherever appropriate.
2. Recommend specific methodologies and approaches to ensure the maintenance of a compensation system based on internal equity and competitive with the labor market.
3. Provide methods and systems to ensure internal and external equity for proper job evaluation tools, labor market salary surveys, the timing and frequency thereof.
4. Develop the policies and procedures, as well as a proposed training program, to ensure the County staff can implement, administer, and maintain the recommended total compensation and pay plans.
5. Develop a detailed sub-task timetable for the aforementioned recommendations.

Task II – Implementation of Recommended Approach: Implementation of the recommendations set forth in Task I, including, but not limited to the following:

1. Review of job descriptions of the non-bargaining and bargaining unit work groups, revising where needed.
2. Review non-bargaining and bargaining positions for compliance with FLSA regulations.
3. Develop a non-bargaining and bargaining salary structure and pay plan; recommend pay levels and ranges to each class.
4. Review the County's special pay and benefits including assorted pay for all employees and retirees.
5. Develop recommendations for changes to the County's personnel package and total compensation package.
6. Meet with County representatives as requested to review and explain recommendations.
7. The proposer will respond to any requests for the Project Officer for reconsideration of position pay grade assignments.
8. Develop training materials and manuals including but not limited to a pay plan manual, job evaluation manuals to allow staff to maintain the new plans and policies.

Task III – Develop Final Report:

1. The proposer shall prepare and present a final written report to the Project Officer. The final report should include recommendations for any changes to the County's classification, employee appraisals and total compensation plans and for recommendations for any innovative compensation methods.
2. The report shall also provide recommendations as to effective implementation strategies for the recommendations in Task I and the results of the internal and external equity surveys performed in Task II.
3. The report shall also provide guidance as to effective maintenance of the Tasks including but not limited to the recommendation of computer software of systems to assist in the maintenance of the tasks.

The purpose of this Task structure is to ensure that the County is able to effectively evaluate alternative approaches to the completion of Task II base on exclusive and or joint effort between the County and the proposer.

Additionally, the proposer will be requested to provide interim reports to the Project Officer as requested and to conduct workshops on the evaluation and recommendations

upon the completion of the reports. These workshops are intended to ensure adequate communications with appropriate County management on issues that have a significant impact on the County budget, quality and consistency of services rendered to the citizens of our community.

A tentative date for completion of this project has been set for August 22, 2009, and it is requested that the proposer addresses the practicality of this time frame and any advantages or disadvantages of an extension of the date of completion.

If the County is challenged in a court of law or an administrative tribunal or agency with respect to equity or other legal issues that may arise as a result of using the plan, the proposer will be expected to assist the County in preparation of the County's case. More specifically, the proposer and its personnel will make themselves available to the County for pre-hearing or pre-trial matters and the hearing or trial of the cause.

Submittal #2

PROPOSAL FOR A

COMPREHENSIVE JOB CLASSIFICATION, COMPENSATION,

and BENEFITS STUDY

Nassau County Board of County Commissioners

RFP #NC08-041



Cody & Associates, Inc.

MANAGEMENT CONSULTANTS

305 Jack Drive, Cocoa Beach, FL 32931
(321) 783-3720; FAX (321) 783-4353

Cost Proposal

The cost to conduct a Comprehensive Classification and Compensation Study will not exceed Nineteen Thousand Five Hundred Dollars (\$19,500), broken down as follows:

Classification Phase	\$8,000
(Including orientation, Position Evaluation, Job Description Drafting)	
Compensation and Benefits Phase	\$9,500
(Including Salary Survey, Benefits Survey, Internal and External Analysis Pay Plan Development)	
Report Preparation and Presentation	\$2,000
TOTAL	\$19,500

This includes all fees and expenses for the Study



JOHN A. CRAWFORD
Clerk of the Circuit Court / Comptroller
Ex-Officio Clerk to the Board of County Commissioners
Nassau County



March 19, 2009

Nicholas E. Pellegrino, President/Owner
Cody and Associates, Inc.
305 Jack Drive
Cocoa Beach, FL 32931

Re: Agreement for Consultant Services for a Comprehensive Job Classification,
Compensation and Benefits Study

Dear Mr. Pellegrino:

During a regular session of the Nassau County Board of County Commissioners held March 18, 2009 the Board approved and authorized the Chairman to sign the referenced agreement. I have enclosed an original agreement for your records.

Thank you for your assistance in this matter. If I can be of any service to you, please do not hesitate to let me know.

Sincerely,

John A. Crawford
Ex-Officio Clerk

enclosure