


HR



MGT

**CLASSIFICATION AND
COMPENSATION STUDY
&
ON-GOING MAINTENANCE
AND SUPPORT**

STUDY TERM:	AWARD:	ERP:
3/30/2022 TO 10/31/2022	\$86,405	#654 
SUPPORT TERM:		
3/30/2022 TO 12/31/2031		
REVIEWED BY: ROBERT D. TOWNSEND - COHL, STOKER & TOSKEY, PC		

DESTROY:

#2022-02-026

2029

2/28/22

RESOLUTION

NO: 2022-02-026

LIVINGSTON COUNTY

DATE: February 28, 2022

Resolution Authorizing a Contract with Mgt Consulting for a Classification and Compensation Study – Human Resources

WHEREAS, the County has a need for a classification and compensation study for non-union employees as the last study was implemented in 2015; and

WHEREAS, a request for proposals (RFP) was published on the BidNet/MITN site with over 157 companies receiving notice of the bid, and 16 companies downloading the detail and documents. The RFP was also advertised on the County bid site; and

WHEREAS, the County received three (3) responsive bids and the bid review committee recommends contracting with MGT Consulting to perform the classification and compensation study.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a contract with MGT Consulting to perform the non-union classification and compensation study for a cost not to exceed \$86,405.

BE IT FURTHER RESOLVED that the contract amount is within the 2022 approved budget for the non-union wage study.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners be authorized to sign any agreements, renewals, or documents as needed for this project upon review of Civil Counsel.

BE IT FINALLY RESOLVED that funding for expenses incurred under this agreement will be covered by the American Rescue Plan Act of 2021.

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#

MOVED: C. Griffith
SECONDED: B. Plank
CARRIED: 8-0-1

COHL, STOKER & TOSKEY, P.C.
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March 29, 2022

Carol Sue Jonckheere
Executive Assistant/Contract Administrator
Livingston County Administration
304 E. Grand River, Suite 202
Howell, MI 48843

Sent Via E-Mail

Re: Consulting Services Agreement for Non-Union Employee Classification and Compensation Study

Dear Ms. Jonckheere:

Attached is a Consulting Services Agreement to be entered into between the County and MGT of America Consulting, LLC (Consultant). Under this Agreement, the Consultant is required to perform non-union employee classification and compensation study. The total compensation to be paid to the Consultant under this Agreement is not to exceed \$86,405.00. The term of the Agreement commences on the date in which it is fully signed, with all work to be completed by no later than October 31, 2022.

Also attached are Exhibit A: Project Approach; Exhibit B: Fees; and Exhibit C: Project Team. A copy of each Exhibit needs to be attached to each copy of the Agreement that is prepared for execution.

The County Board of Commissioners authorized the attached Agreement in **Resolution No. 2022-02-026**. A copy of this Resolution is also attached.

If the attached Agreement is satisfactory, you may after printing off copies thereof and attaching copies of Exhibits A, B, and C thereto, proceed to obtain the signatures necessary for their execution. **As noted above, the Agreement commences on the date in which it is fully signed, it is therefore imperative the correct dates be inserted into the spaces provided therefor.** When the Agreement has been fully signed, please e-mail a copy thereof to my assistant Nicole Moles at nmoles@cstmlaw.com for insertion into our electronic file.

March 29, 2022

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If you have any questions with regards to the attached Agreement, do not hesitate to contact me.

Sincerely,

COHL, STOKER & TOSKEY, P.C.

A handwritten signature in black ink that reads "Robert D. Townsend". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Robert D. Townsend

RDT/nam

Enclosure

cc: w/o enc. Jennifer Palmbo, Human Resources/Labor Relations Director

N:\Client\Livingston\Personnel\Correspondence\Jonckheere\Ltr re Consultant Svcs Agr w MGT of America Consulting.docx



CONSULTING SERVICES AGREEMENT

FOR

**NON-UNION EMPLOYEE CLASSIFICATION &
COMPENSATION STUDY**

BETWEEN

COUNTY OF LIVINGSTON

AND

MGT OF AMERICA CONSULTING, LLC



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CONSULTING SERVICES AGREEMENT
FOR
NON-UNION EMPLOYEE CLASSIFICATION & COMPENSATION STUDY

THIS AGREEMENT, entered into this 6th day of APRIL, 2022, by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan, with administrative offices at 304 E. Grand River, Suite 202, Howell, MI 48843 (hereinafter called the "County") and **MGT OF AMERICA CONSULTING, LLC**, whose corporate offices are located at 4320 W. Kennedy Blvd., Tampa, FL 33609, with Great Lakes Regional Office at 2343 Delta Rd., Bay City, MI 48706 (hereinafter called the "Consultant"), and

WITNESSETH:

WHEREAS, the County has issued a REQUEST FOR PROPOSALS, RFP-LC-22-02 CLASSIFICATION & COMPENSATION STUDY (hereinafter referred to as the "RFP") requesting proposals for a comprehensive classification, job evaluation and analysis including compensation study for all Livingston County non-union employees (hereinafter referred to as the "Project"); and

WHEREAS, the RFP calls for a Statewide Cooperative Contract to be entered into between the County and a firm competitively selected as having been qualified as defined in the RFP's Section 1.5 Minimum Qualifications, that the County will work with the Michigan Association of Counties CoPro+ program (hereinafter referred to as the "MAC CoPro+") to market and extend to other government municipalities and school districts throughout the State of Michigan that will enable the public municipalities and schools to "piggyback" and purchase these services through this competitive process; and

WHEREAS, the Consultant is staffed with personnel in its employ and subcontractors knowledgeable and experienced with the type of services required by the County and has submitted a proposal dated February 3, 2022 to the County for the provision of such services (hereinafter referred to as the "Proposal"); and

WHEREAS, the County accepts the Consultant's Proposal, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

1. **Agreement Period and Termination.** This Agreement shall become effective on March 30, 2022, or the date in which it has been fully executed by the authorized representatives of both parties, whichever is the later date (hereinafter referred to as the "Effective Date"), and, unless terminated as authorized in this Agreement, shall continue while the Consultant performs the tasks and provides the County with the products required in Section 2 and Exhibits A and B which shall be completed by no later than **October 31, 2022**, time being of the essence. After completion of the initial tasks and products to be completed by October 31, 2022, this Agreement shall continue in effect until December 31, 2031, at which time it shall terminate. During the period between October 31, 2022 to December 31, 2031 the Consultant shall provide the following:

- A. Ongoing assistance and staff consultation for a period of twelve (12) months (i.e. November 1, 2022 to October 31, 2023) regarding the initial tasks and products to be provided by the Consultant by October 31, 2022.
- B. In addition to and separate from the 12-months of ongoing support, the Consultant shall provide the County with on-going maintenance and support to assist with reviewing market data for new or changed positions to propose grade assignments to assess FLSA status, or to create/update job descriptions.

During the time period set for the Consultant to perform the tasks and provide the County with the products required in Section 2 and Exhibits A and B and through the 12-months of Ongoing Assistance, which ends October 31, 2023, this Agreement may only be terminated by the County or the Consultant for cause (i.e. Consultant fails to fulfill in a timely, proper and diligent manner its obligations under this Agreement, or if Consultant violates any of the covenants, agreements or stipulations of this Agreement, or by the Consultant due to the County's failure to make payments due as set forth in Section 5. Billing and Method of Payment) on thirty (30) days' prior written notice to the other party. If the cause of termination is not cured by the end of the notice period, this Agreement shall terminate. After October 31, 2023, this Agreement may be terminated with or without cause by either the County or Consultant upon thirty (30) days prior written notice to the other party. In the event of termination of this Agreement, all program data, documents, and reports prepared by the Consultant under this Agreement shall be delivered to and become the property of the County. Upon termination of this Agreement, the County shall pay the Consultant for all products and services it has completed and delivered to the County up to and including the date of termination, in accordance with Sections 4 and 5.

It is expressly understood and agreed by the County and the Consultant that either's party's exercise of their right to terminate this Agreement shall not be construed as a waiver of any other rights or remedies they may have in law or in equity.

2. Force Majeure. Neither party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure, unless due to a disruption to the banking system preventing a party from accessing its funds (i.e. cyber attack).

3. Scope of Work. The Consultant shall perform assessment and consulting services for a comprehensive classification and compensation study of the entire Livingston County non-union workforce, as well as provide ongoing individual reviews of new job classifications and reclassifications. The tasks which the Consultant shall perform for the County pursuant to this Agreement shall include, but not be limited to, the following:

- A. Provide all labor, materials, equipment, etc. for the purpose of performing the required services.
- B. Meet with the County to determine project objectives, including review of current Classification and Compensation Administrative Guidelines including comparables.
- C. Collect job data for approximately 213 different job descriptions. The data collected from comparables should include:
 - 1. Total General Fund budget
 - 2. Total Budget (General Fund, Special Revenue Funds, Enterprise Funds, etc.)
 - 3. Spending on compensation-related items (wages, benefits, retirement, etc.)
 - 4. Number of FTE's
- D. Develop a hierarchy of jobs, with distinctions among job levels based on minimum qualifications and job skills/competencies, as well as the essential functions of the positions. The jobs within each group should fall within the same pay range or levels and require similar education levels and skill sets. The Consultant must be mindful of compression between non-union positions and subordinate union positions, including the impact with Michigan's Act 312 of 1969, as amended (MCL 423.231 et. seq.), requiring compulsory arbitration of labor disputes in police and fire departments.
- E. Review and update job descriptions for all positions.
- F. Identify benchmark jobs and collect market data using a validated process. What additional insight would be gained if the compensation study were to include:
 - 1. Townships in Livingston County?
 - 2. School districts in Livingston County?
 - 3. Other government entities in Livingston County?
- G. Develop a proposed new wage schedule, including the financial impact of any changes. For the purposes of converting an annual salary to the equivalent hourly rate, address the following:
 - 1. How many days are in a work year?
 - 2. How many hours are in a work year?
- H. Review the County's benefits package to determine competitiveness among comparable counties and make recommendations as to needed changes.
- I. In comparing health insurance coverages, provide information regarding whether comparable entities are self-insured or fully insured.
- J. Make recommendations for strategies to implement changes into proposed wage structure. Include with the recommendations information on how the County's wage and benefit package compares with private sector entities.
- K. Assist the County as needed in communicating proposed wage structure changes, as well as, with developing guidelines and updates to policies.
- L. Provide additional feedback or follow-up to the County if further modifications are necessary.

- M. Provide ongoing individual reviews of new job classifications and reclassifications throughout the contract term.

The manner in which the Consultant shall provide the services and products required by this Agreement shall be as further described in Section D. Project Approach of Consultant's Proposal, pages 26-38. A copy of the Proposal's pages 26-38 are attached to this Agreement, labeled Exhibit A, and made a part hereof.

In the event of a conflict between the Project's requirements set forth in the first paragraph of this Section 3 and those in Consultant's Project Approach in the attached Exhibit A, the County shall determine, in its sole discretion, which requirement/provision shall take precedence and prevail.

After the Project has been completed to the County's satisfaction, which as stated in Section 1 of this Agreement shall be by October 31, 2022, this Agreement shall remain in effect to December 31, 2031 during which time the Consultant shall provide the County with the following:

- A. Twelve months of Ongoing Support which shall include the following activities:
1. Preparation of compensation system materials and training for administering and maintaining the system produced by Consultant as part of the Project and sharing them with the County's Human Resources/Labor Relations Director and such other parties as the County may designate. Revise said materials and training as necessary and provide the County with final copies.
 2. All materials shall be provided in Microsoft Word or Excel format. No additional software shall be necessary for purchase in the implementation and maintaining the new system.
 3. Provide consultation to the County's Human Resources Department on the maintenance and administration of the system.
 4. Follow-up with key County staff any issues related to the system's implementation.
- B. Ongoing maintenance and support that is separate from the 12-months of Ongoing Support, which are for positions not reviewed or for changes that did not occur during the Project's original study. These services shall include assistance with reviewing market data for new or changed positions to propose grade assignments, to access FLSA status, or to create/update job descriptions. The fee for these services shall be as set forth in Section 4. Compensation of this Agreement.

4. Compensation. The Consultant, as set forth in its Proposal's Section E. Fees, page 39, shall complete the County's Project for a total amount not to exceed cost of EIGHTY-SIX THOUSAND FOUR HUNDRED FIVE AND NO/100 DOLLARS (\$86,405.00), which includes professional fees and other costs (i.e. travel, surveys, postage, etc., as applicable). A copy of the Proposal's Section E. Fees is attached to this Agreement labeled Exhibit B, and is made a part hereof.

In addition to and separate from the sum to be paid Consultant for its work on the Project, it is agreed that the County shall pay the Consultant for Ongoing Maintenance and Support Services a fee of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per Position Market Evaluation and Grade Placement, per Job Description update/development, and per FLSA review and recommendation that is performed at the written request of the County's Human Resources/Labor Relations Director. Said fee shall remain fixed throughout the term of this Agreement, unless amended as authorized in Section 24 of this Agreement.

5. Billing and Method of Payment. To receive compensation authorized in Section 4 of this Agreement, the Consultant shall, no more than once monthly, submit a bill for the tasks/milestones

completed during the previous month. Bills to the County should be sent addressed to the attention of Jennifer Palmbo, Human Resources/Labor Relations Director, Livingston County, 304 E. Grand River Ave., Suite 205, Howell, MI 48843. At a minimum, bills should specify the time period covered by the bill, the date prepared, the tasks/milestones completed, the sum attributable to each completed task/milestone being billed, the total sum due, payment remit to address and any additional information as may be requested by the County. A precondition of the County's payment of a bill shall be the completion to the County's satisfaction of the tasks/milestones covered by the bill. The County shall process and pay bills received in accordance with its process for payment of Accounts Payable, with payments to be made within forty (40) days of the date of a bills receipt. In the event any of the tasks/milestones billed have not been completed to the County's satisfaction as of the date of the bills receipt payment will be made on the portion of the bill that has been satisfactorily completed tasks/milestones and payment on the remainder delayed until there is satisfactory completion.

6. Project Team. It is expressly understood and agreed by the Consultant that all services required to be performed under this Agreement shall be performed by such personnel or subcontractors of the Consultant and their role in the Project as identified in Section C. Key Project Personnel/Project Organization of Consultant's Proposal, pages 9-24, A copy of the Proposal's pages 9-24 are attached to this Agreement, labeled Exhibit C, and are incorporated by reference into this Agreement and made a part hereof. In the event there are any changes in the Consultant's personnel and subcontractors identified in Exhibit C, the Consultant shall provide the County with prior written notice identifying the person being replaced and of the name and qualifications of his/her replacement. All replacements shall have the experience and qualifications that are equal to or greater than the person he/she is replacing.

All tasks requiring interaction between the County and Consultant's Project Team members shall be performed and completed virtually, unless the County and Consultant mutually agree to add in-person work in Livingston County for an additional fee (to be determined). Any requests by the County for in-person work must be made in writing and must be approved by both the County and the Consultant and incorporated into this Agreement as an amendment and/or annex to this Agreement.

7. Information, Data, Materials and Project Liaison to be Furnished by County. The County shall furnish the Consultant with all available necessary information, data, and materials pertinent to the Project. The County shall cooperate with the Consultant in carrying out the work required by this Agreement and shall provide adequate liaison between the Consultant and the County.

8. Title to Records and Documents Pertaining to Activities Performed Under this Agreement. The County, with the exception of the Consultant's personnel and financial records, shall have the sole and exclusive right, title and ownership to any and all records, documents, papers, reports, charts, maps, graphics or manuscripts prepared for or pertaining specifically to the services to be performed under this Agreement. Upon completion of the Project for which such items were developed and the County has paid the agreed sum therefor, all such materials shall be turned over to the County by the Consultant. The Consultant may retain reproducible copies of all such materials, but may not obtain any copyright, title or interest therein.

9. Statewide Cooperative Contract. The County shall host this Agreement for the Michigan Association of Counties CoPro+ Program. The Consultant shall work with the CoPro+ Program to market and extend this Agreement to other governmental municipalities and educational entities throughout Michigan. This Agreement shall enable government municipalities and educational entities to "piggyback" and purchase from this competitively awarded Agreement.

Services may be requested by participating entities as specific needs like those covered by this Agreement arise. Participating entities wishing Consultant's services will issue individual requests along

with specific response information required, deliverables, and any special terms and conditions. The order shall be executed by and the Consultant shall respond directly to the requesting entity.

All pricing submitted to the County and participating entities through this Agreement shall include 2.0% administrative/remittance fee to be remitted to MAC/CoPro+ by the Consultant. It shall be the Consultant's responsibility to keep all sales reports up to date and on file with MAC/CoPro+.

10. Michigan Freedom of Information Act. This Agreement and all information submitted to the County by the Consultant is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

The County shall not, in any way, be liable or responsible for the disclosure of any information or material it receives from Consultant or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law or a Court Order.

11. Taxes and Payment Terms. The County is exempt from Federal Excise and State Sales Tax and shall not pay any tax from which it is exempt. The Consultant shall pay all applicable taxes lawfully accessed in connection with its performance of this Agreement.

12. Gifts/Gratuities. The Consultant, its officers, employees and agents shall comply with the County's policy that prohibits the County's Elected Officials, Department Heads and/or County employees from being offered or becoming entitled to earn or receive personal gifts, gratuities, credits or other benefits of economic value due to their elected, appointed or employment position with the County.

13. Non-Discrimination/Equal Employment Practices. Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state or local laws. During the performance of this Agreement, neither party or their employees, agents or subcontractors, if any, shall discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of age, marital status, religion, sex, race, creed, color, national or ethnic origin, height, weight, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, or any other classifications protected by local, state or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination. Breach of this section shall be a material breach of this Agreement.

14. Independent Contractor. It is expressly understood and agreed that the Consultant is an independent contractor. The employees, servants, agents, and subcontractors of the Consultant shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, or paid sick or vacation leave.

The Consultant shall be responsible for the supervision of its personnel and for paying all compensation due its personnel and subcontractors for services they have performed under this Agreement and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

15. Indemnification and Hold Harmless. The Consultant shall, at its own expense, protect, defend, indemnify and hold harmless the County, its elected and appointed officers, employees and agents from all claims, damages (including but not limited to direct, indirect, incidental, consequential,

special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions or negligence of the Consultant, its employees or agents or its subcontractors of sub-subcontractors, or any of their officers, employees or agents which may arise out of this Agreement.

The Consultant's indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County or its elected and appointed officers, employees, and agents by the insurance coverage obtained and/or maintained by the Consultant pursuant to this Agreement.

16. Insurance Requirements. The Consultant, or any of Consultant's subcontractors, shall not commence work under this Agreement until they have obtained the insurance required under this Section 16, and shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and are acceptable to the County. The requirements below should not be interpreted to limit the liability of the Consultant. All deductibles and self-insured retentions (SIRs) are the responsibility of the Consultant. The Consultant shall procure and maintain the following insurance coverage:

- A. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.
- C. Professional Liability in an amount not less than \$1,000,000 per occurrence and aggregate. If this insurance coverage is in a claims made form, the Consultant shall either keep the policy in force during the entire term of this Agreement as set forth in Section 1. Term and Termination, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this Agreement.
- D. Automobile Liability Insurance including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage covering vehicles operated or to be operated in the State of Michigan. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- E. Additional Insured: Commercial General Liability and Automobile Liability Insurance coverages, as described above, shall include an endorsement stating the following shall be Additional Insureds: Livingston County, including all its elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Livingston County as additional insured, coverage afforded by Consultant's insurance is considered to be primary and any other insurance Livingston County may have in effect shall be considered secondary and/or excess.
- F. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Livingston County, ATTN: Fiscal Services-Procurement Division, 304 E. Grand River Ave., Suite 204, Howell, MI 48843.
- G. Proof of Insurance Coverage: The Consultant shall provide the County, at the time the Agreement copies are returned by it for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where

coverage is provided for additional insured and cancellation notice shall be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this Agreement, the Consultant shall deliver renewal certificates and endorsements to the County at least ten (10) days prior to the expiration date.

The required Certificate of Liability Insurance and endorsements must be submitted to the Livingston County Fiscal Services-Procurement Division when this Agreement is fully executed by the representatives of both parties. The Insurance Certificate and endorsements may be faxed or emailed to: (517) 546-7266 or fs-procurement@livgov.com.

17. Information and Reports. The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project and other information relative to the Project as may be requested by the County. The Consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the Project(s).

18. Compliance with the Law. In performing the services to be conducted under this Agreement, the Consultant shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations.

19. Governing Law and Venue. This Agreement shall be governed by, construed and interpreted according to the laws of the State of Michigan (irrespective of choice of laws principals of the State of Michigan) as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies. It is mutually understood and agreed by the County and the Consultant that any legal or equity action or proceeding relating to this Agreement shall be in Michigan Courts whose venue and jurisdiction shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

20. Dispute Resolution Procedure. In the event of a dispute, controversy or claim by and between the County and Consultant arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within twenty (20) calendar days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place in the State of Michigan within thirty-five (35) calendar days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, either party may seek such remedies as may be available in law or in equity, subject to the applicable laws and venue as set forth in Section 19 of this Agreement.

21. Notices. Any notices, bills, invoices, or reports concerning this Agreement shall be deemed given if and when personally delivered, delivered by fax, with receipt confirmed, or courier, or by overnight mail delivery, in writing to the party or its designated agent or representative as stated in this Section 20 or at another address designated by the party. Notices shall be sent to:

LIVINGSTON COUNTY		CONSULTANT
COUNTY ADMINISTRATOR 304 E. Grand River Ave. Suite 202 Howell, MI 48843	-&- HUMAN RESOURCES DIRECTOR 304 E. Grand River Ave. Suite 205 Howell, MI 48843	MGT OF AMERICA CONSULTING, LLC ATTN: BRET SCHLYER - VICE PRESIDENT 4320 West Kennedy Blvd. Tampa, FL 33609

22. Interest of Consultant and County. The Consultant certifies that it has no interests which would conflict with the performance of services required by this Agreement. The Consultant also understands that, in the performance of this Agreement, no officer, agent or employee of the County, or member of its governing bodies, may participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this Section 22 does not apply where specifically exempt under Michigan Law.

23. Waivers. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making by the County of any payment due to the Consultant constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, 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 shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

24. Amendment or Modification. Modifications, amendments or waivers of any provision of this Agreement or the services to be performed hereunder, shall be made only by the mutual consent of the parties hereto that is set forth in writing and signed by the authorized representatives of both parties.

25. Subcontracting or Assignment. This Agreement shall not be subcontracted or any part thereof assigned, except to the subcontractor(s) identified in Consultant's Proposal, without the express written approval of the County's Purchasing Agent. In no case; however, shall such approval relieve the Consultant from its obligations or change the terms of this Agreement. The Consultant shall not transfer or assign any Agreement funds or claims due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of this Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Notwithstanding the foregoing, the Consultant, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, the Consultant, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of the Consultant, or its permitted successive assignees or transferees. Such transfer by the Consultant shall not be effective as it may apply to the County until the County receives written notice thereof as required in Section 21 of this Agreement. It is understood and agreed that any such transfer shall not affect or otherwise diminish either party's right to terminate this Agreement as set forth in Section 1.

26. Counterparts and Execution. This Agreement and any amendments or Annexes may be executed in identical counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

27. Purpose of Section Titles. The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

28. Survival. All rights, duties and responsibilities of either party under this Agreement that either expressly or by its nature, extends into the future, including but not limited to, those set forth in Sections 1, 4, 8, 10, 14, 15, 19, 20, 22, 23, 28 and 31, shall extend beyond and survive the end of the term or termination of this Agreement.

29. Iran Linked Business. The Consultant has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Consultant, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012 (MCL 129.311 et. seq.). It is expressly understood and agreed that the Consultant shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

30. Complete Agreement. This Agreement, the attached Exhibits A, B, and C, 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 Agreement or any part thereof shall have any validity or bind any of the parties hereto.

31. Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

32. Certification of Authority to Sign Agreement. The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

COUNTY OF LIVINGSTON

BY: 
WESLEY J. NAKAGIRI - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Date: 4/6/2022

MGT OF AMERICA CONSULTING, LLC

BY: 
(Signature)

Name: Patrick J. Dyer
(Print or Type)

Title: VP, Financial Solutions
(Print or Type)

Date: 04.04.22

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: ROBERT D. TOWNSEND - 3/29/2022

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PROJECT APPROACH

PROJECT STAFF ROLES AND RESPONSIBILITIES

County Project Officer ▶ To be Determined

MGT suggests the County appoint a single point of contact to serve as the Project Officer. The Project Officer will have primary responsibility and final authority over all activities, and he/she will provide project guidance and direction to the MGT team. The Project Officer will approve the contract, work plan, and final report. All project correspondence, progress reports, and final reports will be delivered to the Project Officer.

MGT Project Executive ▶ Bret Schlyer, Vice President

The Project Executive will be the primary person responsible for ensuring the resources to conduct the study are available from start to finish and that the team fulfills all contractual requirements, produces a quality report, and meets all project deadlines. The Project Executive, also as Practice Lead, is responsible for ensuring client success.

MGT Project Director ▶ Sheena Horton

The MGT Project Director is the main point of quality control, has final authority for the project and deliverables, and helps resolve conflicts over any project issues. She will address any questions or concerns throughout the project and will be available to attend necessary meetings and present the final report findings to County staff. In addition, the Project Director will be responsible for the day-to-day management of all project activities, which includes refining procedures, assigning, and monitoring all activities, and maintaining frequent contact with the County Project Officer throughout the lifecycle of the project.

Technical Advisor ▶ Brandon Ledford

Mr. Ledford has assisted global clients in all industries with human capital, public policy, management consulting, revenue performance management, strategy, business transformation, data analytics, diversity, equity, and inclusion, and strategic communications.

MGT Consultant Team ▶ Will Fiorito | James Chan | Justin Peterson | Diana Goldstein

These individuals will work in close contact with MGT's Project Director, technical advisor, and key County officials, as appropriate, to customize and execute each work task and fulfill the County's stated expectations. Under the supervision of the Project Director, they will review, document, evaluate, and generate recommendations in accordance with each component of the work plan.

All proposed personnel for this engagement are experienced, responsible, and capable in the performance of compensation / classification data reviews and will perform all work under this contract in a manner consistent with the highest industry standards, all within the deadlines determined by the County.

SUBCONTRACTOR

MGT will be partnering with James Chan, MPP of JP Chan Consulting, LLC for the completion of this project.

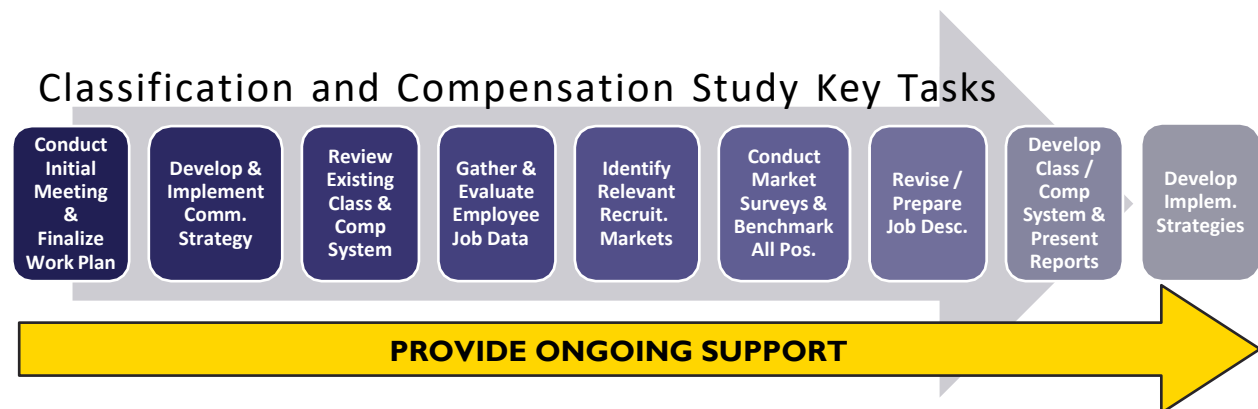
D. Project Approach

Project deliverables for the Classification and Compensation Study include:

- ♦ A comprehensive evaluation of the County's pay plan and compensation policies.

- ♦ Review of existing pay policies and practices.
- ♦ Job analysis of all positions.
- ♦ Determination of job classification compliance with federal and state laws (i.e., FLSA).
- ♦ Comprehensive compensation survey within the County's competitive area.
- ♦ Recommendation for a revised pay plan with grade assignments.
- ♦ Presentation to the County or other leadership, if needed.
- ♦ Recommendations for enhancing the benefits package.
- ♦ Guidance for policies for implementing and maintaining a fair and competitive pay plan.
- ♦ Estimates of the fiscal impact of the recommended changes.

Classification and Compensation Methodology



INITIAL MEETINGS AND ORIENTATION SESSIONS

Upon agreement to proceed, MGT's study team will virtually meet with the County Project Officer to discuss the study's objectives and compensation philosophy, along with the strengths and limitations of the current classification and compensation system and benefits packages. MGT's representatives will then request documentation about current compensation and classification programs and discuss these systems to develop an understanding of current concerns.

During these initial meetings, MGT will review the scope, content, and methodology of the study; review employee expectations and commitment; and establish appropriate time frames for completing and returning necessary forms. MGT also will maintain frequent contact with the County Human Resources staff and leadership to ensure the final components of the revised classification and pay plan meet the County's expectations.

JOB CONTENT QUESTIONNAIRE®

MGT anticipates certain job classification incumbents included in the study may be asked to complete a comprehensive Job Content Questionnaire®. A sample JCQ is provided in the **Appendix A** of this proposal. MGT's JCQ is a standardized instrument that collects detailed data on a position's duties and qualifications and allows for objective analyses of job content across organizations. If the County

currently has a job data collection instrument it prefers instead, then the desired tool could be utilized, as needed, for data collection.

Consistent with best practices, the purpose of the MGT JCQ is to:

- ♦ Better understand and document job duties.
- ♦ Assist in determining the necessary minimum education, experience, and training requirements (including certification and licenses) for individual positions and promotion considerations.
- ♦ Compare jobs in the identified recruitment market(s).

MGT will provide virtual orientation sessions via Microsoft Teams, Zoom, Skype for Business, or a tool preferred by the County for employees to explain how to complete the questionnaire and the types of data required. Supervisors and department heads will be asked to review the forms completed by employees for completeness and accuracy, making additional comments, as necessary.

JOB EVALUATION AND CLASSIFICATION

Data will be gathered through MGT's JCQ for the analysis of current job descriptions or class specifications.

MGT staff will then review the County's current pay schedule and benefits program as part of the overall analysis for developing the compensation and classification plan(s) and benefits recommendations described above.

Wage and salary data will identify the current market rate for County positions within units included in the study. Based on these data, the management team will be able to determine what competitive position they wish the pay plan to take in the local labor market. This will affect salary ranges, and, in turn, the County's recruiting abilities.

REPORTS

MGT's final recommendations for the study will reflect the identified and highly visible mission, vision, and compensation philosophy of the County. We will provide a draft report with detailed cost recommendations to the County Project Officer to ensure all aspects of the proposed report meet standards and provide viable recommendations. After reviewing the draft report, we will make any needed revisions and submit the final report. We will also meet virtually to review the final results of the study, discuss alternatives for funding the recommendations made in the final report to include implementation options that may include multi-year phase-in approaches, and train staff on files to perform updates between future studies.

Project Management

MGT uses proven project management methodologies – three Human Capital practitioners have their Project Management Professional (PMP) certification, and one has his Prosci Change Management certificate – to ensure we deliver project results that are on time, on budget, and meet or exceed client expectations by identifying long-term, decision-making solutions.

We find that the two most critical keys to project success are **planning** and **communication**.

We take very intentional measures to define milestones, responsibilities, and delivery dates in our **planning** process, and to track work progress against the work plan daily, providing weekly project status reports. As soon as the contract is awarded, we enhance the project work plan that was included in our proposal by adding specific milestones, delivery dates, and consultant responsibilities. We refine this plan with input from our project initiation meeting(s) with the client. We employ problem-solving



skills, technology, and staff adaptability to react to variances between work plan projections and actuals to meet the County's deadline.

Throughout this process we remain in frequent communication with the client to avoid surprises or conflict. Our project teams are in regular contact with the Project Executive, providing weekly project status updates and bi-weekly status calls to provide a summary of progress and to address any risks or variances from the planned schedule.

Our team's approach to compensation and classification studies is based on the methodologies, models, and tools that we have developed for this specific type of work, coupled with over 47 years of service to the public sector organizations across the country. To successfully conduct a study, it is important to fully understand the environment in which the organization operates and the objectives of the study in order to provide a complete, forward-thinking compensation and classification program and final report for the County.

Proposed Work Plan

The tasks below represent MGT's proven work plan for Compensation and Classification studies.

WORK PLAN TASKS

- TASK 1.0: Conduct Initial Meeting and Finalize Project Work Plan
- TASK 2.0: Develop and Implement a Communications Strategy; Hold Orientation Sessions
- TASK 3.0: Review Existing Classification and Compensation System
- TASK 4.0: Gather and Evaluate Current Organizational and Employee Job Data
- TASK 5.0: Identify Relevant Recruitment Market(s)
- TASK 6.0: Conduct Market Survey(s) & Benchmark All Positions
- TASK 7.0: Revise and Prepare Job Descriptions as Needed
- TASK 8.0: Develop Compensation and Classification System; Present Report
- TASK 9.0: Develop Implementation Strategies
- TASK 10.0: Provide Ongoing Assistance

The work plan outlined below consists of ten tasks, with the final task being our commitment to work with our client partners for 12 months post-study completion to address study-related questions that

may arise. The nature of these tasks requires that some be done sequentially, while others may occur simultaneously.

Task 1.0: CONDUCT INITIAL MEETING AND FINALIZE PROJECT WORK PLAN

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
<ul style="list-style-type: none"> ▪ To meet with the designated County Project Officer (Project Officer), and other key staff as determined by the Project Officer, to gain a comprehensive and mutual understanding of the project's background, goals, and scope. ▪ To identify, in more detail, the County's specific objectives and expectations for the study, other specific needs and concerns, the level of staff involvement required, and the strategies to be employed during the study. ▪ To ensure MGT's team has a solid understanding of the County's present compensation system and the system's strengths and weaknesses. ▪ To make any needed modifications to the work plan, expected outcomes, or timeline to ensure all parties agree regarding the scope and project goals. ▪ To agree upon a work plan, timeline, deliverables, and monitoring procedures that will lead to the successful accomplishment of all project objectives. 	<ul style="list-style-type: none"> ▪ Revised work plan and timeline.

WORK ACTIVITIES

- 1.1 Meet with the designated Project Officer and key client staff members (as appropriate) to accomplish the following:
 - Review the technical approach and work plan to make any necessary modifications.
 - Finalize the project schedule and assign initial responsibilities.
 - Determine how and when to best communicate project activities with the Project Officer, County staff, and administration, as appropriate.
- 1.2 Obtain relevant reports and current data, including but not limited to:
 - Existing job descriptions with detailed accounts of major duties, responsibilities, and requirements.
 - Organizational charts detailing supervisory roles for reviewing / approving job descriptions.
 - Current compensation plan(s) and personnel policies that relate to classifications, job descriptions, and pay plan issues as well as benefits administration.
 - Current guidelines used to place new or reclassified positions within the current structure(s).
 - Any previous studies, evaluations, or other reports as applicable to this project.
 - Benefits package details.
- 1.3 Review data requirements for preparing and administering MGT's JCQ to address any potential data collection issues. The JCQ is used to capture specific job data on factors such as education

requirements, experience requirements, financial authority, job complexity, authority, essential job duties, physical demands, and work environment (i.e., FLSA and ADA requirements).

- 1.4 Revise the work plan and finalize the timeline for each project task with the designated Project Officer, and update the following, as needed:
- Data collection approach, in terms of questionnaires and related documentation.
 - Specifications of deliverables.
 - Revised schedule of deliverables.
 - Monitoring and / or reporting procedures.

Task 2.0: DEVELOP AND IMPLEMENT A COMMUNICATIONS STRATEGY; HOLD ORIENTATION SESSIONS

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
<ul style="list-style-type: none"> ▪ To provide key County stakeholders with input into study goals and objectives at the beginning of the process. ▪ To create a clear and simple strategy to communicate the compensation and classification study process to County stakeholder groups. ▪ To obtain input from employees on the study goals and objectives. ▪ To maximize opportunities for participation and review by key County stakeholders. 	<ul style="list-style-type: none"> ▪ Remote orientation session(s) if desired. ▪ Solicitation and discussion of key stakeholder feedback. ▪ Communications plan set for status updates. ▪ Customized Frequently Asked Questions (FAQ) document for employees.

WORK ACTIVITIES

- 2.1 Work with the Project Officer to schedule orientation presentation(s), if desired, with County staff and administration to provide an outline of the project, tasks, and timelines, and to explain how employees will be involved in project activities.
- This activity will include a review of the Job Content Questionnaire (JCQ) and the Management Issues Paper® (MIP) (found in **Appendix B**) data collection processes to promote a smooth and quality data collection process. The MIP survey serves two major purposes: 1) to offer supervisory employees the opportunity to briefly express their concerns regarding the current compensation and classification system, as well as organizational structure, to the project team; and 2) to identify key areas of focus to set the analysis and review process in the proper direction.
- 2.2 Identify any critical issues raised during the orientation session(s), or through interviews/focus groups with key department staff and share with the Project Officer.
- 2.3 Resolve and / or prepare a strategy for addressing critical issues.
- 2.4 Agree upon, and document, future communications including periodic update meetings and additional meetings to present the final report to designated County administrators.
- 2.5 Agree upon, and document, future communications with key stakeholders and the Project Officer for providing status updates on the progress of work plan tasks.

Task 3.0: REVIEW EXISTING CLASSIFICATION AND COMPENSATION SYSTEM

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
<ul style="list-style-type: none"> ▪ To perform a comprehensive review of the County's current compensation system. ▪ To assess the County's current compensation policies in terms of assigned target market value to determine competitiveness. ▪ To review the County's current job descriptions for employees. ▪ To review related compensation administration policies and the factors currently used by the County in determining pay grade or salary level. ▪ To identify opportunities to consolidate job classes and overall compensation program to ease future maintenance of such frameworks 	<ul style="list-style-type: none"> ▪ Assessment of current compensation system.

WORK ACTIVITIES

- 3.1 Review existing pay structures and compensation philosophy documentation. Request and verify data for each employee, including but not limited to, name, current salary, years of service, rank in the organization, organizational structure, recruitment market classification, and assigned department.
- 3.2 Analyze job placement in the current system using current job descriptions, duties, and responsibilities gathered from the JCQ data collection, employee longevity within the County, current position, and other relevant work experience.
- 3.3 Identify classifications and incumbents that fall outside of the predicted placement in the compensation plan.
- 3.4 Review the existing pay structure and note potential issues to be resolved.

Task 4.0: GATHER AND EVALUATE CURRENT ORGANIZATIONAL AND EMPLOYEE JOB DATA

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
<ul style="list-style-type: none"> ▪ To review existing position compensation and classification plan documents, current organizational charts, prior studies, and databases. ▪ To administer MGT's JCQ, as modified to meet County needs, to employees to collect relevant job data for analysis. ▪ To administer MGT's MIP survey to offer supervisory employees the opportunity to identify compensation, classification, and organizational problems relating to their own areas of responsibility. ▪ To review JCQ and MIP data and related information. 	<ul style="list-style-type: none"> ▪ Administration of MGT's JCQ (or current County instrument, if desired) and MIP surveys. ▪ Analysis of JCQ and MIP data.

WORK ACTIVITIES

- 4.1 Work with the Project Officer to administer the JCQ, or current instrument utilized by the County – if preferred – to employees included in this engagement.
- 4.2 Work with the Project Officer to modify and administer the MIP survey to supervisory employees included in this engagement.
- 4.3 Review the MIP surveys completed by administrators, managers, and supervisors to identify concerns regarding position levels and descriptions, organizational structure, and other issues as needed.

4.4 Review and analyze the results from the JCQ data collection to assist in the determination of the following:

- Education and experience requirements.
- Certification / license requirements.
- Levels of responsibility and authority.
- FLSA / ADA compliance.
- Internal and external relationships.
- Updated job duties and responsibilities, including physical requirements.

Task 5.0: IDENTIFY RELEVANT RECRUITMENT MARKETS

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
<ul style="list-style-type: none"> ▪ To identify the appropriate recruitment market(s) for positions included in the study and for use in the selection of relevant market data sources. 	<ul style="list-style-type: none"> ▪ Recruitment market(s) identified. ▪ Data sources identified for benchmarking.

WORK ACTIVITIES

- 5.1** Work with the Project Officer to identify the appropriate public / private recruitment market(s) for included positions. Market levels may include County-recommended local jurisdictions at the state, county, town, or other locality level. Additional regional and national benchmarks may be included for more uniquely competitive positions, such as senior leadership/executive.
- 5.2** Identify appropriate data sources for benchmarking positions. Data sources may include:
- Salary.com CompAnalyst data available and designed to support unique situations, such as hybrid positions.
 - Data gathered through market peer salary surveys from identified comparable organizations (see Task 6.0 below).

Task 6.0: CONDUCT MARKET SURVEYS & BENCHMARK ALL POSITIONS

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
<ul style="list-style-type: none"> ▪ To determine appropriate public and private organizations, in collaboration with the County, that offer comparable employment opportunities to use for benchmark comparisons. Consideration will be given to the following criteria: <ul style="list-style-type: none"> – Geographic Area (Location). The geographical scope of the labor market survey (i.e., local, statewide, regional, or national recruitment areas). – Service Structure. Organizations with comparable jobs and similar organizational structure and economic characteristics. – Size. Comparability of organizational size (measured through number of management and non-management positions, budget, population served, etc.). 	<ul style="list-style-type: none"> ▪ Creation and distribution of market survey(s). ▪ Analysis of market survey results.

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| <ul style="list-style-type: none"> ▪ To select benchmark positions that meet the approval of the Project Officer and are appropriate to use in conducting a market salary survey. Benchmarks selected for the market salary survey should be based on the following criteria: <ul style="list-style-type: none"> – Benchmarks should be reasonably well-known and concisely described. – Benchmarks should have a clear and identifiable relationship to other classes in their occupational group to ensure they will serve as a good reference point in relating and establishing salaries for other classes within their job category. – Benchmarks should be representative of the various functional areas, job categories, and pay levels within the County. | |
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WORK ACTIVITIES

- 6.1 Establish a set of benchmark classifications consisting of selected positions that are utilized by the County and comparable organizations.
- 6.2 In close collaboration with the County, identify comparable organizations to survey and use for benchmark comparisons.
- 6.3 Conduct salary surveys.
- 6.4 Analyze data.
- 6.5 Prepare report of survey results.

Task 7.0: REVISE AND PREPARE JOB DESCRIPTIONS AS NEEDED

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
<ul style="list-style-type: none"> ▪ To revise staff job descriptions, as needed, in a format agreed to by the County. 	<ul style="list-style-type: none"> ▪ A set of updated job descriptions. ▪ Documented process for evaluating new / revising current jobs.

WORK ACTIVITIES

- 7.1 Review and examine JCQ data, MIP data, and additional comments from key stakeholders and managers concerning each position, personnel organizational charts, and similar documents.
- 7.2 Develop a draft job description format, if desired. All job descriptions (i.e., ~213 based on the number of job classifications in the RFP) will be updated in Microsoft Word format and may include factors such as but not limited to:
 - Essential job functions.
 - Knowledge, skills, and abilities.
 - Minimum qualifications.
 - Materials and equipment used.
 - Special certifications or requirements.
 - ADA characteristics of the position (i.e., physical, environmental, and sensory).

7.3 Make appropriate revisions to job descriptions.

7.4 Document process used to evaluate new/revise current jobs and provide as an operating guide.

Task 8.0: **DEVELOP COMPENSATION AND CLASSIFICATION SYSTEM; PRESENT REPORT**

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
<ul style="list-style-type: none"> ■ To provide an updated / new compensation system that: <ul style="list-style-type: none"> – Reflects the relevant recruitment markets in which the County competes. – Is flexible to manage and update for ongoing maintenance and administration. – Contributes to the overall efficiency and effectiveness of the County operations. – Reflects the mission, goals, and strategic plan of the County. – Reflects the new organizational structure and includes updated organizational charts, if necessary. – Provides implementation strategies for moving employees into the new structure(s). – Provides flexibility and guidelines for maintenance of the new structure(s). ■ To develop and present a final report containing detailed narrative about the study's methodology, results, implementation strategies, guidelines for maintenance, and implementation costs. The final report will include a detailed description of the development and characteristics of the proposed pay structure(s), including grade and range spreads. Includes onsite presentation on the study results if desired. 	<ul style="list-style-type: none"> ■ Draft report. ■ Final report.

WORK ACTIVITIES

- 8.1 Confirm with the Project Officer and other appropriate officials the desired characteristics of the updated County compensation and classification system.
- 8.2 Integrate employee and classification data into compensation and implementation reports.
- 8.3 Develop draft models for the County's consideration. The drafts will provide steps for transitioning employees from their current classifications and / or salary structures to the proposed system.
- 8.4 Identify the financial impact of the revised compensation system.
- 8.5 Review the draft compensation system, including financial impact, with the Project Officer and other appropriate staff.
- 8.6 Complete revisions, if any and as appropriate, and prepare and provide the final report, which includes onsite presentation on the study results. The final report will detail the recommended compensation system and results of the market comparisons, including an overview of the key issues, methodology, and recommendations of the study. Specifically, the final report will include the following:
 - Identification of organizations surveyed and the selected benchmarks.

- Identification of how County positions relate and compare to the market.
- Survey data information.
- Inclusion of those classes where no market data were identified, if any, and discussion of how those positions are classified to ensure internal equity.
- Detailed narrative of the study’s methodology, processes, and data selection.
- Detailed description of the creation and characteristics of the proposed system.
- Tables reflecting proposed salary structures and the recommended salary grade ranges for each classification.
- Costs to implement study recommendations with the presentation of phase-in options.
- Identification of outliers (i.e., employees falling above or below current proposed minimum and maximum salaries).
- Guidelines for ongoing system maintenance and administration. Includes best practices on promotions, transfers, succession planning, and other compensation policies.

Task 9.0: **DEVELOP IMPLEMENTATION STRATEGIES**

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
<ul style="list-style-type: none"> ▪ To provide phase-in options and cost projections for proposed changes. ▪ To provide policies and procedures for long-term system maintenance and administration. ▪ To assist in communicating the results of the classification and compensation study to key stakeholders. 	<ul style="list-style-type: none"> ▪ Phase-in options and cost projections. ▪ Policies and procedures for system maintenance and administration. ▪ Communication of study results.

WORK ACTIVITIES

- 9.1 Review study results with the Project Officer and other key staff, as directed, to identify and determine options for migrating the County from its current system to the recommended system.
- 9.2 Communicate study results to designated County leadership, including County staff and administration, as desired.

Task 10.0: **PROVIDE ONGOING ASSISTANCE**

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
<ul style="list-style-type: none"> ▪ To provide staff consultation for a period of 12 months. 	<ul style="list-style-type: none"> ▪ On-call consultation for 12 months. (MGT maintains ongoing relationships with all clients.)

WORK ACTIVITIES

- 10.1 Prepare compensation system materials and training for administering and maintaining the system and share with the Project Officer and key stakeholders. Revise, as necessary, and provide final copies. All materials are provided in Microsoft Word or Excel format, and there is

no additional software necessary for purchase in implementation and maintaining the new system.

10.2 Provide consultation to HR on the maintenance and administration of the system.

10.3 Follow-up with key County staff to address any issues related to system implementation.

ONGOING MAINTENANCE AND SUPPORT

MGT clients often request “Add-On” engagements ad-hoc for MGT to assist with reviewing market data for new or changed positions to propose grade assignments, to assess FLSA status, or to create/update job descriptions. These reviews are separate from the 12-Months of Ongoing Support (for positions not reviewed or for changes that did not occur during the original study) and MGT provides these services at a minimal cost. Our current fee is \$200.00 per Position Market Evaluation and Grade Placement, per Job Description update/development, and per FLSA review and recommendation.

WORK PLAN ASSUMPTIONS

Providing assumptions helps the entire team (client and consultant) fully understand each other’s expectations for the project. The following outlines our work plan assumptions:

- 1) MGT will work with the County to find the appropriate balance between onsite and virtual work due to the COVID-19 pandemic. MGT can and has successfully performed all tasks virtually.
- 2) The County will designate a Project Officer in concert with (or prior to) project kick-off.
- 3) All phases of the project will involve significant input from key identified County stakeholders, including the Project Officer.
- 4) MGT will request employee / position data in a standard database format (Excel). The County will need to provide a usable database within a reasonable amount of time (e.g., two weeks) to meet the agreed upon study schedule. The initial work conducted by MGT’s team will be dependent on receiving the requested information in this database request. MGT will provide immediate notification if the database does not meet specifications. If data (e.g., employee names, salaries, etc.) cannot be provided, any additional programming or data mining work performed by MGT to establish a usable database or to clean a database provided by the County will be approved prior to initiation.
- 5) If the County prefers that MGT utilize additional sources of salary data (e.g., a subscriber service, or regional salary survey), the County will facilitate MGT’s access and bear any associated costs.
- 6) Data collection and analyses will primarily be conducted online, with interviews and focus groups utilized as necessary to ensure successful project outcomes.
- 7) The implementation of the new system will be dependent upon the County’s fiscal considerations and other factors to be identified by the County during the work effort.
- 8) The study is divided into tasks, although some will occur simultaneously to best meet the County’s desired schedule. In order to meet the quick turnaround schedule proposed, and additional reviews of materials by the County will need to occur within one week of submission.
- 9) A clear and concise implementation plan and strategy will be provided to the County to enable an appropriate phase-in of study results.

- 10) MGT will be available to the County for a period of 12 months following the completion of the project, as needed, for implementation follow-up.
- 11) Final reports are assumed final, if we do not hear from the County within two weeks of report delivery (email or hard copy).

The entire classification and compensation study process is transparent, and all data collection instruments, methodology, and final outcomes will be documented in great detail. All files are provided in Excel or Word formats for maximum implementation efficiency and periodic updating.

Timeline

Based on MGT's experience conducting similar studies and the RFP requirements, we anticipate the project can be completed within 6 months of project initiation as illustrated in **Exhibit 2**.

Exhibit 2. Proposed Schedule

WORK TASKS	MONTH 1				MONTH 2				MONTH 3				MONTH 4				MONTH 5				MONTH 6			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
1.0 Conduct Initial Meeting and Finalize Project Work Plan																								
2.0 Develop/Implement a Communications Strategy; Hold Orientation Sessions																								
3.0 Review Existing Classification and Compensation System																								
4.0 Gather and Evaluate Current Employee Organizational and Job Data																								
5.0 Identify Relevant Recruitment Markets																								
6.0 Conduct Market Surveys & Benchmark All Positions																								
7.0 Revise and Prepare Job Descriptions as Needed																								
8.0 Develop Classification and Compensation System; Present Report																								
9.0 Develop Implementation Strategies																								
10.0 Provide Ongoing Assistance																								→

CUSTOMER SUPPORT

We will not simply leave the County with a report and a plethora of recommendations. MGT is prepared to assist the County in developing, implementing, and sustaining an equitable compensation study and classification system. We will create detailed implementation strategies and work with you to successfully achieve the implementation process. We provide no-cost assistance for a 12-month period following study completion to ensure a smooth transition from current to desired state.

FEES



E. Fees

MGT proposes to complete the County's project for a total cost of **\$86,405**. **Exhibit 3** details the cost by each work task in our work plan. This includes professional fees and other costs (travel, surveys, postage, etc., as applicable).

Exhibit 3. Proposed Cost by Task

Livingston County Classification & Compensation Study PROPOSED PROJECT BUDGET

Milestones and Tasks		Professional Hours*	MGT Fees	Other Expenses	Total Direct Expenses*	GRAND TOTAL
1	Conduct Initial Meeting and Finalize Project Work Plan	5	1,075	-	-	1,075
2	Develop and Implement a Communications Strategy; Hold Orientation Sessions	20	3,450	-	-	3,450
3	Review Existing Classification and Compensation System	16	2,380	-	-	2,380
4	Gather and Evaluate Current Organizational and Employee Job Data	72	10,560	1,000	1,000	11,560
5	Identify Relevant Recruitment Market(s)	3	515	-	-	515
6	Conduct Market Survey(s) & Benchmark Positions	185	24,300	500	500	24,800
7	Revise and Prepare Job Descriptions as Needed	200	25,300	-	-	25,300
8	Develop Classification and Compensation System; Present Report	90	14,600	100	100	14,700
9	Develop Implementation Strategies	15	2,625	-	-	2,625
10	Provide Ongoing Assistance	0	-	-	-	-
GRAND TOTAL, Hours and Fees		606	84,805	1,600	1,600	86,405

*Includes fees and hours attributable to both MGT professional staff and subcontractors.



PROJECT TEAM

City of Corpus Christi
City of La Porte
City of Longview
City of San Antonio
Dallas Independent School District
Kerr County
Texas A&M University - Kingsville
Texas A&M University - Texarkana
Texas Southmost College
Texas State Technical College

Travis County
University of North Texas System
Virginia
Albemarle County
City of Chesapeake
City of Newport News
City of Richmond
Fairfax County Public Schools
Region 10 Community Services
Board

Tidewater Community College
Virginia Commonwealth University
Washington
City of Woodinville
Clark College
Green River College
Washington State Board for
Community and Technical
Colleges

C. Key Project Personnel / Project Organization

C.1. Key Personnel

The success of a consulting engagement depends on the qualifications of the project team and the way in which the review is structured and managed. Accordingly, our proposed organizational structure includes:

- ◆ Strict adherence to a detailed work plan and schedule specifically designed for conducting a quality compensation and classification study that clearly assigns responsibilities and reporting dates for each major activity.
- ◆ An organizational structure consisting of clearly assigned work tasks, reporting deadlines, and experienced staff members who are organized and ready to begin work immediately upon execution of a contract.
- ◆ The use of staff members who are thoroughly familiar with human resources practices, and have a detailed understanding of and expertise in conducting compensation and classification studies.
- ◆ A close and structured working relationship between MGT's Project Director and the County's designated Project Officer. This will entail meetings, progress reports, and information exchanges to ensure all priorities, changes, and challenges are communicated immediately to prevent waste of time and resources.

All of our work with clients is characterized by the belief that we can only be successful if our clients develop the knowledge, capacity, and mechanisms to help themselves. To that end, all of our services:

- ◆ Build on our clients' existing strengths and resources while pressing them to address areas of weakness.
- ◆ Assist our clients learn about widely recognized best practices and emerging research.
- ◆ Encourage our clients to develop the habit of selecting and collecting essential data and acting on it.
- ◆ Help our clients maximize the efficiency and effectiveness of their human and fiscal resources.
- ◆ Provide pragmatic and affordable solutions that will be deliverable and sustainable long term.

RESUMES

Resumes of Key Personnel are on the following pages.

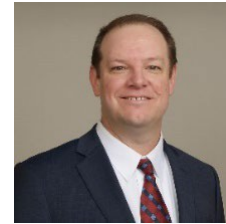


BRET SCHLYER

Vice President

MGT CONSULTING GROUP

Mr. Schlyer has more than 25 years of experience assisting state and local government clients. His work and consulting project experiences have provided him with both theoretical and practical experience in the analysis and costing of governmental operations. He has extensive experience with federal cost determination standards; generally accepted accounting principles and procedures; and governmental budgeting, finance, accounting, and operations.



Mr. Schlyer is nationally recognized as an authority on federal cost principles and its impact on state and local governments. He has made numerous presentations to and published articles for governmental organizations on the development and application of federal cost allocation plans, indirect cost rates, charge-back rates, and compliance with federal cost principles. He has provided training at several state Association of Governmental Accountants and Governmental Finance Officer Association professional development conferences. In addition, he has given presentations on federal costing principles, cost analysis, and cost recovery subjects to state agencies and local entities in more than a dozen states.

Areas of Expertise

- ♦ Cost Allocation Plans (CAPs) in accordance with federal cost principles (2 CFR Part 200) and generally accepted accounting principles (GAAP)
- ♦ Statewide Cost Allocation Plans (SWCAPs).
- ♦ Indirect Cost Rate Proposals (ICRPs).
- ♦ Development and negotiation of charge-back rate methodologies and rates for Internal Service Funds.
- ♦ Daily Jail Rate, Booking Fee Analyses
- ♦ Indirect cost policies, procedures, and models for sub-grantees.
- ♦ Activity based cost of services and user fee studies
- ♦ Assisting agencies in maximizing general fund cost recoveries from federally funded programs, enterprise and special revenue funds, and other non-general fund sources
- ♦ Development and implementation of personnel activity reporting systems

Education

Bachelor of Science, Business Accounting, University of Kansas

Professional Experience

MGT of America Consulting, LLC, *Vice President, Financial Solutions, 2008-Present*

Maximus, Inc., *Director, Financial Services Division*

David M. Griffith & Associates, LTD. (DMG), *Consultant*

Kansas Corporation Commission, *Administrative Officer*

State Government Expertise

Mr. Schlyer has extensive experience and knowledge of 2 CFR Part 200 and its application and relevance to state governments in a variety of settings including the development and negotiation of cost allocation plans (CAP), statewide cost allocation plans (SWCAPs) and indirect cost rate proposals (ICRP). He also has experience with implementing and administering random moment sampling systems, and rate setting and administrative claiming for the Medicaid program.

Local Government and Not-For-Profit Expertise

Mr. Schlyer has significant experience with local government and not-for-profit cost recovery operations. His experiences have included managing and preparation of indirect cost rate proposals (ICRP), cost allocation plans (CAP) in accordance with 2 CFR Part 200 and GAAP for the identification of general fund costs provided to non-general fund entities, charge-back rates for billed services, and user fee studies. He has successfully negotiated CAPs and ICRPs with the over a dozen federal cognizant agencies including the U.S. Department of



BRET SCHLYER

Vice President

MGT CONSULTING GROUP

Health and Human Services, Department of Interior, Department of Labor, Housing and Urban Development, Department of Education, Department of Agriculture, and the Department of Justice.

Client Service Highlights

Indirect Cost Rate Proposal | Navajo Nation

Mr. Schlyer prepared ICRPs for the Navajo Nation and successfully negotiated them with the U.S. Department of Interior. Prior to engaging with MGT, the Nation had not had a timely submission or a current indirect cost rate for over a decade. MGT initiated a project plan which brought the nation back into compliance with timely filing and successful negotiations. Mr. Schlyer also revised and negotiated previously submitted ICRPs to maximize the indirect cost recovery.

Cost Allocation Plans and Indirect Cost Rates | St. Louis County, MO

MGT prepared the 2 CFR Part 200 and Full Cost Allocation Plans with departmental indirect cost rates for St. Louis County. Mr. Schlyer led this project by successfully transitioning from a previous long-term vendor and enhancing the project through the increased inclusion of departmental staff throughout the process. Mr. Schlyer developed and presented a training session which was designed to increase the client staff's understanding of federal cost recovery as well as their understanding of the specific methodology utilized for the County's calculations.

Statewide Cost Allocation Plans | State of Nevada

Mr. Schlyer annually prepares the Statewide Cost Allocation Plan (SWCAP) for the State. This project includes both a central services cost allocation plan as well as the development of fund balance reconciliations for all billed service and insurance funds. The plan has been successfully negotiated with the U.S. Department of Health & Human Services each year, enabling the State to recover millions of dollars in federal funding. Mr. Schlyer also provides an annual training session to state budget and finance staff to review the methodology and identify any potential federal cost recovery issues that need to be addressed.

Internal Service Fund Rate Setting | State of Louisiana

Mr. Schlyer assisted the State of Louisiana with transitioning several services to Internal Service Funds by developing billing rate methodologies, cost models, procedure manuals and providing training for the Office of Aviation, Office of State Procurement, Office of Human Capital and the Division of Administrative Law. These projects enabled the State to accelerate cash flow, maintain compliance with federal cost principles, and to be able to maintain the models and rate setting process without the on-going need for consulting assistance.

Enterprise Fund Transfer Policy | City of Harrisonville, MO

Following a state audit finding, Mr. Schlyer developed an enterprise fund transfer policy for the City to calculate and justify the transfers made to the General Fund. The project included the development of a cost allocation model, a Payment-In-Lieu of Tax calculation, as well as a Franchise Fee calculation and policy for the City's enterprise funds. Mr. Schlyer provided a presentation and training to transition the annual maintenance of the project back to City staff at completion. The completion of the project protected more than \$2.5 million in annual transfers to the General Fund.



SHEENA HORTON, PMP

Director

MGT CONSULTING GROUP

Ms. Horton is a certified Project Management Professional (PMP) and provides oversight and project management for MGT's human capital projects. She has significant experience conducting classification and compensation studies, organizational reviews, program/performance evaluations, needs assessments, program/service realignments, policy development, best practices research, strategic planning, and business process analyses. In addition to her work on human capital projects, Ms. Horton also has assisted other MGT practices with student housing studies, facilities and education suitability assessments, student literacy and school safety program evaluations, and community engagement projects. She holds a Master of Science degree from Florida State University's School of Criminology and Criminal Justice, and two Bachelor of Arts degrees from the University of North Carolina at Greensboro in Sociology with a Criminology concentration and in English. Ms. Horton served on the Southeast Evaluation Association's Board as Outreach Chair and is a former President of the Association. She also is regularly involved with the American Evaluation Association's Topical Interest Groups and AEA365 blog.



Education

M.S., Criminology and Criminal Justice, Florida State University, 2008

B.A., Sociology with a concentration in Criminology, English, University of North Carolina-Greensboro, 2004

Professional Affiliations

American Evaluation Association, 2011–Present

Southeast Evaluation Association, 2001–Present

Project Management Institute, 2015–Present

RTP Evaluators, 2019–Present

Sample of Relevant Project Experience

- Bastrop County (TX) | Classification and Compensation Study
- Brevard Public Schools (FL) | Compensation Study
- Centre Area Transportation Authority (PA) | Compensation Study
- City of Apopka (FL) | Classification and Compensation Study
- City of Hermiston (OR) | Classification and Compensation Study
- City of Kingsport (TN) | Classification and Compensation Study
- City of New York (NY) | Disparity Study
- City of Portsmouth (VA) | General Employees' Pay Study Phase I & II
- City of Woodinville (WA) | Classification and Compensation Study
- County of Galveston (TX) | Galveston County Sheriff's Office Compensation Review
- County of Gogebic (MI) | Classification and Compensation Study
- County of Jackson (OR) | Classification and Compensation Study
- County of Kerr (TX) | Compensation/Classification Study
- County of Klamath (MI) | Classification/Compensation and Equal Pay Studies
- County of Lancaster (PA) | Total Compensation Study
- County of Lancaster (SC) | Classification and Compensation Study
- Gulf Coast State College (FL) | Compensation and Classification Study
- Gwinnett County Public Library (GA) | Compensation Plan Evaluation Services
- Harford County Public Schools (MD) | Compensation and Benefits Study
- Hawaii Health Systems Corp | Classification and Compensation Studies
- Hillsborough Area Regional Transportation Authority (FL) | Classification and Compensation Study
- Hillsborough Community College (FL) | Classification and Compensation Study
- Indiana Department of Administration | School Corporation Emergency Management Services
- Maricopa County Sheriff's Office (AZ) | Internal Affairs Staffing Study
- Maryland Environmental Service | Classification and Compensation Study
- Navajo Nation (AZ) | Classification and Compensation Study
- North Carolina Education Lottery | Classification and Compensation Study
- Oconee County (SC) | Position Evaluations and Job Descriptions; Compensation and Classification Study
- Ohio Department of Education | Evaluator of the Ohio Teacher Evaluation System Pilot Program



- County of Maricopa (AZ) | Rate Methodologies and Recommendations
- County of Ouray (CO) | Classification and Compensation Review and Update
- County of St. Clair (MI) | Peer Selection Compensation Study
- County of York (SC) | Classification and Compensation Study (2); Pay Grade, FLSA Review, & Job Description; Classification/Compensation Updates
- Disability Rights Florida | Classification and Compensation Study
- East Central College (MO) | Compensation Study
- Florida Developmental Disabilities Council | Classification and Compensation Study
- Florida Department of Education | Review of Florida Safe School Assessment Tool
- Florida Transportation Commission | Management Salary Compensation Study
- Green River College (WA) | Classification and Compensation Study

SHEENA HORTON, PMP

Director

MGT CONSULTING GROUP

- Office of Program Policy Analysis and Government Accountability (OPPAGA) (FL) | Organizational Review of Florida Clerks
- Pittsburgh Public Schools (PA) | Classification and Compensation Study
- Rhode Island Student Loan Authority | Compensation and Benefit Study
- Santa Fe College (FL) | Classification and Compensation Study
- Sault Tribe (MI) | Classification and Compensation Consulting Services
- South Carolina Education Lottery | Classification and Compensation Plan
- Southern Nevada Regional Housing Authority | Classification and Compensation Study
- Southwest Vermont Supervisory Union | Organizational Review
- State of Colorado | Organizational Review
- Tampa Bay Water (FL) | Classification and Compensation Study
- Texas Legislative Budget Board (6 ISDs) | Student Behavior Management Performance Review
- Texas Southmost College | Market Surveys and Evaluations
- University System of Georgia | South Georgia Needs Assessments
- West Shore Community College (MI) | Compensation and Classification Study

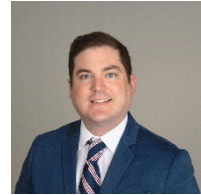


BRANDON W. LEDFORD, SHRM-SCP, MPP, PMP

Senior Vice President

MGT CONSULTING GROUP

Mr. Ledford is responsible for driving the growth and execution of MGT's human capital and resource consulting services, which includes classification and compensation/salary studies, policy and procedure development, organizational reviews, and best practice research. For over ten years, he has assisted global clients in all industries with human capital, public policy, management consulting, revenue performance management, strategy, business transformation, data analytics, and strategic communications. Prior to joining the MGT leadership team, he was the Vice President overseeing the Human Resources and Policy and Compliance departments of a global technology company and has been a consultant for both Booz Allen Hamilton and Deloitte. Mr. Ledford also has interned for the U.S. Supreme Court and White House Office of Science and Technology Policy. He holds a Master of Public Policy from George Mason University's School of Public Policy, a Bachelor of Arts from the Pennsylvania State University, is a certified Project Management Professional (PMP), Change Management Professional (Prosci), and a Society of Human Resources Management Senior Certified Professional (SHRM-SCP).



Areas of Expertise

- ♦ Human Capital
- ♦ Business Transformation
- ♦ Data Analytics
- ♦ Public Policy
- ♦ Strategic Communications
- ♦ Strategy

Education

M.P.P., Health Policy, Science and Technology Policy, George Mason University, 2011
 B.A., Comparative Literature, Latin, The Pennsylvania State University, 2006
 Innovation and Entrepreneurship Certificate, Stanford University, 2020
 Society of Human Resources Management, Senior Certified Professional (SHRM-SCP), February 2021
 Prosci Change Management Certificate, February 2020
 Project Management Professional (July 2013 – Present)
 Lean Six Sigma Yellow Belt (August 2012 – Present)

Honors

The Horatio Alger Scholarship, four consecutive years
 Martha V. and Walter A. Pennino Endowed Scholarship
 American Cancer Society Champion College Scholarship
 Carolyn's Compassionate Children Scholarship
 The Harry W. Klinger University Scholarship, four consecutive years
 The Brandon Ledford Scholarship

Sample of Relevant Project Experience

- Adams 14 School District (CO) | School Turnaround
- Beaufort County School District (SC) | Needs Assessment
- Brevard County School Board (FL) | Districtwide Compensation Study
- Centre Area Transportation Authority (PA) | Classification and Compensation Study
- CF Solutions | Classification and Compensation Study
- City of Apopka (FL) | Classification and Compensation Study
- City of Gainesville (FL) | Executive Recruiting
- City of Hermiston (OR) | Classification and Compensation Study
- City of Stockton (CA) | Equity Assessment, Commercial Cannabis Program
- City of Toledo (OH) | Disparity Study

1.0 BID RESPONSES TO SCOPE OF SERVICES AND PRICING

- Gogebic County (MI) | Classification and Compensation Study
- Green River College (WA) | Classification and Compensation Study
- Gulf Coast State College (FL) | Compensation and Class Study
- Gwinnett County Public Library (GA) | Compensation Plan Evaluation Services
- Harford County Public Schools (MD) | Compensation and Benefits Study
- Hawaii Health Systems Corporation | Classification and Compensation Study; Executive Performance Review System Design
- Hillsborough Area Regional Transportation Authority (FL) | Classification and Compensation Study



BRANDON W. LEDFORD, SHRM-SCP, MPP, PMP

Senior Vice President

MGT CONSULTING GROUP

- City of Woodinville (WA) | Classification and Compensation Study
- Colorado Division of Accounts and Control | Trainers, Facilitators, Organizational Development Consultants
- County of Charles (MD) | Operational and Organizational Assessment
- County of Glades (FL) | Employee Policy and Handbook Development
- County of Jackson (OR) | Classification and Compensation Study
- County of Lancaster (SC) | Classification and Compensation Study
- County of Maricopa (AZ) | Human Resources Services
- County of Maricopa (AZ) | Rate Methodologies & Recommendations
- County of Maui (HI) | Performance Audit
- County of Ouray (CO) | Classification and Compensation Review and Update
- County of York (SC) | Ongoing Classification and Compensation Services
- Dallas Area Rapid Transit (TX) | Benefits Assessment
- Disability Rights Florida | Classification and Compensation Study
- East Central College (MO) | Compensation and Classification Study
- Florida Atlantic University | Organizational Assessment
- Florida Department of Education | Review of Florida Safe School Assessment Tool
- Florida Development Disabilities Council | Classification and Compensation Study
- Florida Office of Program Policy Analysis and Government Accountability | Florida Clerks of Court Organizational Review
- Hillsborough Community College (FL) | Administrator Classification and Compensation Study
- Indiana Department of Administration | School Corporation Emergency Management Services
- Lancaster County (SC) | Classification and Compensation Study
- Maryland Environmental Service | Classification and Compensation Study
- Navajo Nation | Compensation Study
- North Carolina Education Lottery | Compensation and Classification Study
- Orleans Parish School Board (LA) | Diversity, Equity, and Inclusion Study
- Pittsburgh Public Schools (PA) | Classification and Compensation Study
- Santa Fe College (FL) | Classification and Compensation Study
- Sault Tribe (MI) | Classification and Compensation Study
- Southern Nevada Regional Housing Authority | Classification and Compensation Study
- State of Colorado | Organizational Review; Training
- Tampa Bay Partnership (FL) | Organizational Review
- Tampa Bay Water (FL) | Compensation and Classification Study
- Texas Southmost College | Market Surveys and Evaluations
- University of Nevada, Las Vegas | Strategic Planning
- Washington Suburban Sanitary Commission (MD) | Consulting Services for a Disparity Study
- West Shore Community College (MI) | Compensation and Classification Study



WILLIAM FIORITO, SHRM-People Analytics

Consultant

MGT CONSULTING GROUP

Mr. Fiorito has strong project management and analytical skills and experience in written communications and research. He has experience in performing classification and compensation studies, pay plan and database modeling, survey design and implementation, and market research. His primary responsibilities include obtaining, compiling, and analyzing complex information and data for projects, supporting the project director with project compilation, as well as writing and editing reports.



Education

M.B.A., Florida State University

B.A., Philosophy, Minor in English, Florida State University

Professional Affiliations

Florida State University MBAA

Florida State University COB Alumni Association

Sample of Relevant Project Experience

- Brevard County School Board (FL) | Districtwide Compensation Study
- Centre Area Transportation Authority (PA) | Classification and Compensation Study
- City of Apopka (FL) | Classification and Compensation Study
- City of Dallas (TX) | Availability and Disparity Study
- City of Dayton (OH) | Third Generation Disparity Study
- City of Kingsport (TN) | Classification and Pay Study
- City of Miramar (FL) | Pre-Disparity and Disparity Study
- City of New York (NY) | MWBE Program Availability Analysis; Local Hiring Analysis
- City of Winston-Salem (NC) | Disparity Study
- City of Woodinville (WA) | Employee Job Classification and Compensation Study
- Clark College (WA) | Classification and Compensation Study
- County of Klamath (OR) | Classification/Compensation and Equal Pay Studies
- Dallas Area Rapid Transit (TX) | Benefits Assessment
- Dane County (WI) | Review of Racial and Social Equity
- Florida Development Disabilities Council | Classification and Compensation Study
- Florida Lottery | Classification and Compensation Study
- Florida Office of The Attorney General | Salary and Compensation study
- Galveston County (TX) | Sheriff's Office Compensation Review
- Gogebic County (MI) | Classification and Compensation Study
- Government of the District of Columbia | Capability and Capacity Analysis
- Green River College (WA) | Classification and Compensation Study
- Gulf Coast State College (FL) | Compensation and Classification Study
- Harford County Public Schools (MD) | Compensation and

Benefits Study

1.0 BID RESPONSES TO SCOPE OF SERVICES AND PRICING

- Hawaii Health Systems Corporation | Compensation and Classification Study
- Hillsborough Area Regional Transit Authority (FL) | Compensation Study
- Hillsborough Community College (FL) | Administrator Classification and Compensation Study
- Iowa Valley Community College District I | Classification and Pay Study
- Lancaster County (PA) | Total Compensation Study
- Navajo Nation | Compensation Study
- North Carolina Education Lottery | Compensation and Classification Study
- North Texas Tollway Authority | Availability and Disparity Study
- Northeast Iowa Community College | Classification and Pay Study
- Oregon Institute of Technology | Faculty Compensation Study
- Osceola County (FL) | Disparity Study
- Pittsburgh Public Schools (PA) | Classification and Compensation Study
- Prince George's County (MD) | Availability and Utilization Studies
- Rhode Island Student Loan Authority | Compensation and Benefit Study
- Santa Fe College (FL) | Classification and Compensation Study
- Sault Tribe (MI) | Classification and Compensation Study
- Shelby County Board of Education (TN) | Business Market Availability and Disparity Study
- South Carolina Education Lottery | Classification and Compensation Plan
- Tallahassee Consortium [City, County, Blueprint Agency](FL) | M/W/SBE Disparity Study
- Tampa Bay Water (FL) | Compensation and Classification Study
- Texas A&M AgriLife | Marketing and Communications Organizational and Operational Review; Strategic Plan



WILLIAM FIORITO, SHRM-People Analytics

Consultant

MGT CONSULTING GROUP

- Texas A&M University | Position Descriptions; Performance Audit
- Texas Southmost College | Salary Compensation Study
- York County (SC) | Compensation Study



JAMES P. CHAN, MPP

Consultant

JP CHAN CONSULTING, LLC

Mr. Chan is a civic engagement leader who works to ensure all voices are heard in Florida's public policies. He currently works to support legislators in advancing and defending progressive public policies in Florida. Previously, he coordinated more than 50 progressive nonprofit organizations in Florida to advocate on issues related to LGBTQ equality, women's rights, and racial equity. In 2017, the Tampa Bay Business Journal named him as an Up & Comer. He is a member of Leadership Florida and serves on the West Central Regional Council. Mr. Chan earned his B.A. in Political Science and Business Administration from the University of Florida and his Masters of Public Policy from the University of Minnesota's Hubert H. Humphrey School of Public Affairs.



Areas of Expertise

- ◆ Compensation Classification
- ◆ Government Affairs
- ◆ Political Campaigns
- ◆ Coalition Building
- ◆ Political Advocacy

Education

M.P.P., University of Minnesota, Twin Cities, 2014
B.A., Political Science and Business Administration,
University of Florida, 2012

Honors

Mitch Draizin Advocate Award (2018)
Tampa Bay Business Journal – Up & Comer (2017)
James Lyday Leadership in Public Service Fellowship (2012-2014)
University of Florida – Hall of Fame (2012)

Relevant Consulting Experience

Santa Fe College | Compensation and Classification Study
Navajo Nation | Compensation and Classification Study

Work Experience

SiX, Florida State Director, October 2018 – present
Florida 501c3 Civic Engagement Table, Field & Advocacy Manager, September 2017 – September 2018
Lee Law Group, Client Relations Manager, March 2017 – September 2017
APAIICS, Florida Programs Consultant, June 2016 – December 2016
C1 Bank, Assistant Vice President & Banking Center Manager, February 2015 – June 2016
Geraldine Thompson for Florida Senate, Deputy Campaign Director, May 2014 – November 2014
Target Corporation, Government Affairs, October 2012 – May 2014.



JUSTIN PETERSON

Consultant
MGT CONSULTING GROUP



Mr. Peterson is an excellent analyst with a demonstrated pattern of success in his young career. He graduated first in his class in the field of economics, and has repeatedly displayed an exceptional analytical skillset, as well as an exemplary work ethic. Since joining MGT three years ago, Mr. Peterson has participated in over 10 consulting projects for cities, counties, state governments, and school districts. His technology experience, along with his exceptional project management, technology, and interpersonal skills, makes him a significant asset to every one of his projects.

Areas of Expertise

- ◆ Technology usage
- ◆ Data analytic and visualization
- ◆ Market research and analysis
- ◆ Human capital assessments

Education

B.A., Economics, California State University, Chico, 2017

Professional Experience

MGT of America Consulting, LLC, Analyst, 2018-Present

Professional Consulting Group, Founder

California State Senate, Intern

Community Legal Information Center, Intern

Client Service Highlights

Office of Program Policy Analysis and Government Accountability, Tallahassee, Florida: Justin helped lead the organizational review of the Florida Court of Clerks system. He coordinated all travel for the cross-country team, assigned tasks, created the communication channels, and was the technology lead for the project. As technology lead, he ensured the data collection from across the state would all be organized in the cloud, and he helped summarize the data for the report. Additionally, he collaborated with the core team of the project to write the final report which included recommendations for technology use, human resources, management structure, and financial information.

King County Environment Health, Seattle, Washington: Justin played a key role on the King County Environmental Health fee study project. He conducted an extensive time and operational study for six separate environmental health divisions and wrote a report describing the issues and recommendations highlighted by the department's employees. Additionally, he coordinated validity testing of data queries from the county's time-keeping system and created data visualizations of demographic and social justice data using software such as Tableau in order to highlight how fee alterations would impact the most vulnerable populations.

Oregon Health Insurance Marketplace, Salem, Oregon: In this project, Justin conducted market research collecting information about free or low-cost dental services programs and insurance policies that are in place across the US. The goal to use these examples to build a model in the Oregon Health Insurance Marketplace that would assist a struggling demographic in receiving free or low-cost dental services. Additionally, Justin analyzed and visualized data across multiple states to help tell a story of the dental industry as a whole.

Representative Clients

- OPPAGA, Organizational Review of Florida Clerks
- King County Environmental Health, User Fee Study
- STEM Revolution, UAE, STEM Professional Development
- Henderson State University, Student Housing Studies
- Oregon Health Insurance Marketplace, Demographic Study
- Tampa Bay Partnership, Organizational Review
- Brevard Public Schools, Compensation Study
- University of Georgia, Student Housing Studies
- City of Sacramento, Cost Allocation Plan
- Florida DOE, Review of Florida Safe School Assessment Tool
- City of Apopka, Classification and Compensation Study



DIANA GOLDSTEIN

Consultant

MGT CONSULTING GROUP

Ms. Goldstein has more than 15 years in consulting and possesses strong skills in communication and counseling, and data organization and analysis. She has served as a senior analyst at MGT for more than 12 years. Ms. Goldstein is proficient in developing and implementing a variety of stakeholder input models using a web-based survey administration as well as conducting focus groups and individual interviews to assess needs, preferences, and market factors. Ms. Goldstein serves as our team specialist in online survey design, development, and administration. She has developed online surveys for most of MGT's engagements over the last five years, including program needs assessments, strategic planning, feasibility and market demand analysis, and assessment of support services.



Areas of Expertise

- ♦ Web-based Survey Administration
- ♦ Job Description Development
- ♦ Focus Group/Individual Interviews
- ♦ Market Research
- ♦ Program Management
- ♦ Literature Review
- ♦ Data Documentation

Education

M.Ed., University of Georgia, 1994

B.A., Psychology, Wake Forest University, 1990

Professional Affiliations

Phi Beta Kappa

Sample of Relevant Project Experience

Alabama State University

- Organizational and Policy Review
- Strategic Planning Assistance

American University at Virginia State

- Feasibility Study

Armstrong Atlantic State University (GA)

- Market Analysis and Comprehensive Student Housing Plan

Augusta State University (GA)

- West Campus Student Housing Market/Needs Analysis

Bainbridge College (GA)

- Academic Needs Assessment

Baylor University (TX)

- Assessment of Marketing and Communications Department Staffing

Board of Regents of the University System of Georgia

- North Metro Study

Broward College (FL)

- Southwest Broward County Market Analysis

Cape Girardeau Area Chamber of Commerce (MO)

- Analysis of Educational Needs of Cape Girardeau Area

Cayuga Community College (NY)

- Student Housing Feasibility Study

Central Texas College District

- Strategic Planning

City of Stockton (CA)

- Library Strategic Plan

Northern Kentucky University

- Housing Development Consulting

Oklahoma State University-Tulsa

- Economic Feasibility Study for Student Housing

Ouray County (CO)

- Classification and Compensation Study

Piedmont Community College (NC)

- Classification and Compensation Study

Pitt Community College (NC)

- Classification and Compensation Study

Pittsburgh Public Schools (PA)

- Classification and Compensation Study

Regional Economic Development, Inc. (MO)

- Workforce Development Study

Rochester Community and Technical College (MN)

- Strategic Planning Services

Roger Williams University (RI)

- Performance of a Position Audit

Sault Tribe (MI)

- Classification And Compensation Study

Savannah State University (GA)

- Student Housing Consulting Services
- Comprehensive Market Analysis for Student Housing

South Seattle Community College (WA)

- Feasibility Study for Student Housing

Southern Regional Education Board



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Consultant

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Colorado State University (CO)

- Technology Strategic Plan

Corning Community College (NY)

- Student Housing Feasibility Study

East Stroudsburg University (PA)

- Academic Program Market Analysis-Philadelphia Center City
- Off Campus Education Market Study

Eastern Kentucky University

- Housing Study and Consulting Services

Florida A&M University

- Academic Restructuring
- Comprehensive Plan for Student Housing
- Strategic Planning Consulting

Florida Alliance for Health Professions Diversity

- Analysis of Racial and Gender Diversity in Florida's Health Care Education Pipeline

Florida Department of Education

- Instructional Continuity Process

Florida Gulf Coast University

- Structure and Functions Assessment of the Human Resources Department

Florida State University

- Market Research for Proposed Student Housing
- Organizational Assessment
- Assistance with Engineering Accreditation
- Assistance with College of Education Accreditation

Florida State University Center on Better Health and Life for Underserved Populations

- Research Report and Presentation for the Sullivan Alliance Working Conference

Franklin University (OH)

- Higher Education Needs Assessment

Georgia College and State University

- Review of Printing Services Unit

Georgia Health Sciences University (formerly Medical College of Georgia)

- Auxiliary Services Business Analysis

Hawkeye Community College (IA)

- Classification and Compensation Study

Hudson Valley Community College (NY)

- Student Housing Feasibility Study

Idaho State Board of Education

- Medical Education Study

Indian River State College (FL)

- Banner Center for Homeland Security and Defense Five-Year Strategic Plan

Jackson County (OR)

- Student Information Portal-Market Research

St. Cloud (FL)

- Classification and Compensation Study

St. Louis Community College (MO)

- Evaluation of the Office of Human Resources
- Implementation Assistance

St. Petersburg College (FL)

- Review of Student Services Functions and Administration-Phase II

State University of New York, Cobleskill

- Student Housing Financing Assistance

State University of New York at Cortland

- Residence Halls Facilities Master Plan

State University of New York at Plattsburgh

- Residence Hall Master Plan

Stephen F. Austin State University (TX)

- Student Housing Plan

Tarleton State University - Central Texas

- Market Analysis and Academic Needs Assessment

Tennessee Technological University

- Residence Life Staffing Study

Texas A&M University-Corpus Christi

- Academic Program Needs Assessment

Texas State University-San Marcos

- Market and Financial Feasibility Review of the Campus Housing System

Thomas Edison State College (NJ)

- Quality Assurance Metrics Initiatives

UGA Real Estate Foundation, Inc. (GA)

- Student Housing Market Study

University of Akron (OH)

- Market Analysis for Comprehensive Plan for Student Housing

University of Arkansas at Pine Bluff

- Strategic Plan Development
- Implementation Assistance

University of California, Merced

- Business Plan for New Medical School

University of Florida

- Student Housing Market Research

University of Georgia Real Estate Foundation

- Market Research for Student Housing

University of La Verne (CA)

- Consultant Services for Student Housing

University of Mississippi

- Comprehensive Student Housing Plan

University of South Florida



DIANA GOLDSTEIN

Consultant

MGT CONSULTING GROUP

- Classification and Compensation Study

King College (TN)

- Medical School Preliminary Feasibility Assessment

Lyon County School District (NV)

- Strategic Plan

Maryland Economic Development Corporation

- Financial Management Review

Minnesota State Colleges and Universities, Office of the Chancellor

- Higher Education Needs and Capacity in Southwest Minnesota

Missouri State University

- Student Housing Market Analysis and Report

Montgomery College (MD)

- Student Services Organization Assessment Services

Murray State University (KY)

- Student Housing Strategic Plan

Norfolk State University (VA)

- Strategic Planning Consulting

North Carolina A&T State University

- Center for Academic Excellence Study

North Carolina Central University

- Comprehensive Plan for Student Housing

North Carolina State University

- Analysis Services for Student Housing Needs

- Planning for New Student Housing Units

University of Tennessee Knoxville

- Consulting Services for University of Tennessee Knoxville Housing

University of Washington

- Administrative Structure Review

University of West Florida

- Study and Analysis of Emerald Coast Operations

Valdosta State University (GA)

- Student Housing Market Assessment

Virginia State University

- Strategic Planning

Washington State University

- Strategic Plan for the University Center of North Puget Sound

Wayne State University (MI)

- Strategic Planning

West Virginia University, Office of the President

- Institutional Program Consulting Project

Western Carolina University (NC)

- Evaluation of Student Retention Services

Western Kentucky University

- Market Research for Undergraduate Student Housing
- Market Research for Graduate Student and Family Housing

Professional Background

MGT of America Consulting, LLC, Senior Analyst, June 2006–Present

University of Georgia, Department of University Housing, Consultant, September 2001–June 2003, May 2004–June 2004

Peirce College, Office of Faculty Development, Adjunct Faculty Member, May 2000–February 2001; Coordinator of Faculty Recruitment and Development, December 1999–May 2000