

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 1.27.23	PREPARED BY: Sam Hughes
Meeting Date Requested: 02-07-23	PRESENTED BY: Sam Hughes
ITEM: (Select One Consent Agenda x Brought Before the Board Time needed: 10 minutes)	
SUBJECT: Award of Compensation Contract to Gallagher HR & Compensation Consulting	
FISCAL IMPACT: Estimated \$115,000 out of \$200,000 budgeted	
BACKGROUND: In 2022, the County determined that it needs a reclass, compensation and job description study, which is recommended every five years. An RFP was sent out and there were 4 respondents, Gallagher being one. After a lengthy review and reference checking, it was determined by a cross functional internal team that Gallagher was the best choice. The project was to start January 1, 2023; however delays have moved the date to late January.	
COORDINATION: HR has worked the County Administrator and the RFP team which included the Assessor, Coroner and Clerk of the Court.	
RECOMMENDATION: HR and County Administration recommend the adoption of the resolution as presented.	
ATTACHMENTS: (Documents you are submitting to the Board) Resolution, ASR, and Contract for Personal Services	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of party(s) that will need a pdf.) Original : Clerk of the Board, Karin Milham Copy: Duane A. Davidson, County Administrator Tim Anderson, Budget Director Jen Johnson, Attorney Sam Hughes, Human Resources	

I certify the above information is accurate and complete.

Name: Duane Davidson

Title: County Administrator

FRANKLIN COUNTY RESOLUTION _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS,
FRANKLIN COUNTY, WASHINGTON**

***RESOLUTION APPROVING PERSONAL SERVICES CONTRACT OF GALLAGHER HR & COMPENSATION
CONSULTING (hereinafter "Gallagher") TO CONDUCT A SALARY SURVEY/RECLASS/JOB DESCRIPTION
REVIEW OF ALL POSITIONS EXCEPT ELECTION WORKERS***

WHEREAS, in December, 2022, the Board of County Commissioners, based on a recommendation of Human Resources, approved a budget of \$200,000 which provided for the hiring of a consulting firm to conduct a compensation study, reclassification where needed, and job description review of all positions except election workers and elected officials; and

WHEREAS, the Human Resources Department generated a Request for Proposal and received four responses; and

WHEREAS, Human Resources put together a cross functional team to analyze the responses to the RFP and selected Gallagher as its consultant; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached contract in the best interest of Franklin County.

WHEREAS, Franklin County has a standard contract for personal services which is incorporated into this Resolution which will be given to Gallagher upon hire.

NOW, THEREFORE, BE IT RESOLVED, the Franklin County Board of Commissioners hereby approves the hiring of Gallagher and the contract which will be used.

APPROVED this 7th day of February, 2023.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Chair Pro Tem

Member

Attest:

Clerk of the Board

AGREEMENT FOR PROFESSIONAL SERVICES

PERSONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between FRANKLIN COUNTY, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301 (hereinafter "COUNTY"), and **Gallagher Benefits Services**, with its principal offices at 1318 Craigleigh Drive, Nolensville, TN 37135, (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of the following documents [This Section should list any exhibits and/or attachments used]:

- a. **Terms and Conditions** listed in RFP
- b. **Scope of Work**, also listed in RFP, includes classification study, salary survey, job description review/updates, evaluation of internal equity and compression, FLSA review, and all market data to be provided to County (not simply min, mid and max)
- c. **Compensation** listed in RFP

2. DURATION OF CONTRACT

The term of this Contract shall begin January 9, 2023, and shall expire in August, 2023. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Scope of Work, also listed in RFP, includes classification study, salary survey, job description review/updates, evaluation of internal equity and compression, FLSA review, and all market data to be provided to County (not simply min, mid and max). A detailed description of the services to be performed by the CONTRACTOR is set forth in the RFP, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONTRACTOR: Erik Smetana, Gallagher Benefits Services, 1318 Craigleigh Drive, Nolensville, TN 37135. Phone: 314.494.4839. Email: erik.henrysmetana@ajg.com.

b. For COUNTY: Sam Hughes, Franklin County Human Resources, 1016 N 4th Avenue, Pasco, Washington, 99301. Phone: 509.546.5819. Fax: 509.546.5814. Email: shughes@franklincountywa.gov.

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. A detailed description of the compensation to be paid by the COUNTY is set forth in the RFP which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$114,946 including sales tax.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR,

withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. **AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties' authorized representatives. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or

indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

- a. **Professional Legal Liability:** Prior to the start of work under this Contract, the CONTRACTOR, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. The policy shall state that coverage is claims made, and state the retroactive date. CONTRACTOR is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

Certain work or services under this Contract may require insurance coverage for long shore or harbor workers other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C.A. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. CONTRACTOR is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. CONTRACTOR is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Certain work or services under this Contract may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C.A. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. CONTRACTOR is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. CONTRACTOR is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CGOOOI or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The general commercial liability policy will contain an endorsement naming the COUNTY, its officials, officers, employees and agents as an additional insured (CG20IO) and an endorsement that specifically states that CONTRACTOR's general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [7]. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

If CONTRACTOR has any employees, CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

- d. **Automobile Liability:** Not applicable.

- e. **Other Insurance Provisions:**

- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- (2) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY, its officials, officers, employees or agents as an additional insured.

- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (4) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (6) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (7) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section [8(a)], shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Contract.

f. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Franklin County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered Acord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Contract. The certificates will, at a minimum, list

limits of liability and coverage. For any professional liability insurance, the CONTRACTOR agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the COUNTY by the CONTRACTOR. For other insurance policies, CONTRACTOR shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the COUNTY. CONTRACTOR shall also instruct the insurer to give the COUNTY forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the COUNTY as an additional insured of cancellation.

- (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY, its officials, officers, employees, or agents as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Franklin County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) If the CONTRACTOR or any subcontractor or sub-subcontractor has any employees, CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Franklin County that CONTRACTOR is currently paying workers compensation.
- (5) All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Franklin County Prosecuting Attorney's Office Attn:

Risk Manager

1016 North 4th Avenue Pasco,

Washington 99301

- (6) The CONTRACTOR or its broker shall immediately provide a copy of any and all insurance policies specified in this Contract upon request of the Franklin

County Risk Manager.

- (7) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTY. If requested by COUNTY, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

9. **TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY's authorized representatives.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and signed by the waiving party's authorized representatives, and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control

over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall

be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

- b. An electronic copy of all word processing documents shall be immediately submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officials, officers, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, its officials, officers, employees and agents where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek alternative relief as outlined below.

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent

irreparable harm, the Parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Agreement, including but not limited to payment disputes, through the alternative dispute resolutions as listed below.

A. NEGOTIATION

The Parties shall first attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at negotiation between the Parties or their designees.

8. MEDIATION

If the Parties are unable to resolve the dispute via negotiation, the Parties shall next attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation as outlined in RCW 7.07. The mediation shall be conducted by a mediator that is mutually agreed upon by the Parties. Each party will pay its own attorneys' fees and costs and the cost of the mediator shall be equally split by the Parties.

C. ARBITRATION

1. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party and shall be brought within three (3) years after the initial occurrence giving rise to the claim, dispute, or issue for which the arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature.

2. The arbitration shall be held in Franklin County before a single arbitrator selected by the Agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of Franklin County in accordance with the procedures set out in RCW 7.04A.110.

3. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

4. The parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator's decision shall be binding, final and not appealable to any court of law.

5. Each party shall pay its own costs of arbitration including attorneys' fees. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY's authorized representatives or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Franklin County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections [7] and [17]); extended reporting period requirements for professional liability insurance (Section [8(a)]); inspection and keeping of records and books (Section [14]); litigation hold notice (Section [26]); Public Records Act (Section [27]) and confidentiality (Section [19]).

26. LITIGATION HOLDNOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this contract may be of evidentiary value, the COUNTY may issue written notice to

CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

28. **ACKNOWLEDGMENT**

CONTRACTOR acknowledges that the Franklin County Courthouse, Public Safety Building, facilities, and its offices and departments therein, contain records and information that is confidential or privileged by operation of law. As a result the CONTRACTOR acknowledges and agrees that in the course of performing this Contract its employees or agents shall at all times refrain from engaging in any activities that would expose them to, or others to, such confidential or privileged information.

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED: February 7, 2023

Franklin County Board of Commissioners

Chairman

Chair Pro-Tern

Member

Constituting the Board of
County Commissioners of Franklin County, Washington.

Attest: _____

Clerk of the Board

DATED: _____

CONTRACTOR:

GALLAGHER BENEFITS SERVICES

[Print Name] Erik Smetana

Its _____
Principal

Form of Contract Pre-Approved by:


Deputy Prosecuting Attorney, Franklin County

**Request for Proposal
Classification and Compensation Study
And Job Description Revision
RFP #HR-001**

Introduction

Franklin County ("the County"), Washington, invites proposals from qualified consulting firms to complete a classification and compensation study and to revise job descriptions, where applicable. The County has not conducted an in depth review since 2018. This project is a comprehensive study of position descriptions, classifications and compensation.

Background Information

Franklin County is a county located in the State of Washington. As of the 2020 census, its population was 96,749. The county seat is Pasco, WA. Franklin County is included in the Tri-Cities metropolitan area which includes Richland and Kennewick, Washington.

The County's current Classification and Compensation plan was adopted in the 2018 budget. Many of the positions evaluated at that time have been reviewed and updated when necessary. Some new positions have been created and have been incorporated into the plan. Other positions have been eliminated. Since the plan was adopted, inequities and compression have developed, and the criteria and weighting of various factors of the system need to be updated.

There is no expressed or implied obligation for Franklin County to reimburse responding firms for any expenses incurred preparing proposals in response to the request.

The deadline for submittal of proposals is **4:00 PM Pacific Time, December 21, 2022.**

The deadline for the completion of the **written work product is June 19, 2023** with continuing consultation with the County Administrator, Staff and the Commissioners to follow. It is anticipated that continuing consultation will not exceed six follow up meetings.

The Request for Proposals includes the following sections:

1. Introduction
2. Background Information
3. Objective
4. Scope of Services
5. County Responsibilities
6. Proposal Format
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Objective

The County invites proposals from qualified consulting firms and desires to obtain fixed price proposals to:

- (1) Complete a Classification and Compensation Study of public employees who are providing equitable services, and
- (2) Based on that study, determine if changes to exiting position descriptions are needed; and if so, assist in the development of these descriptions; reclassify those, where needed, and
- (3) Based on that study, prepare a comparative analysis that identifies the County's competitive position in a comparative labor market, including comparative county employers, and
- (4) Based on that study, provide a recommendation for total salaries and a recommended compensation policy, and,
- (5) Show difference between a market based and broadband based system; and
- (6) Based on that study, prepare recommendations for compensation rules and policies, to maintain competitiveness, ensuring equity, and position the organization for future development.

Responding firms should have significant experience conducting salary surveys and comparative analyses, preferably involving jurisdictions of a range of sizes, including sized similar to the County and offering a set of programs and services that overlaps with the County's.

The resulting classification and compensation program shall enable the County to competitively recruit employees, motivate employees to excel in job performance and fit with the organization's current size and culture.

Scope of Services

A. Scope

1. Provide for a comprehensive evaluation of every job within the County to determine relative worth within the organization for internal equity and for the establishment of pay ranges and step progressions within the ranges.
2. Review all current job classifications, confirm, and recommend changes to hierarchical order of jobs. (The county has represented and non-represented positions, all of which will be analyzed.)
3. The County requests that the Clerk positions be analyzed first. The positions in yellow are interest arbitration positions which may or may not be part of this study.

(The County requests that the proposer give one estimate including all employees and another excluding those in yellow for purposes of reclassification and compensation review as well as job description revision).

4. Establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions with comparable Washington counties as required.
5. Identify potential pay compression issues and provide potential solutions.
6. Analyze and recommend changes to the present compensation structure to meet market analysis. This recommendation may include recommendations for individual positions as well.

B. Information Meetings

1. Proposer to schedule an initial meeting with County Administrator & HR, to discuss the process and tasks to be performed in the study to include reasonable dedication of key personnel.
2. Proposer to meet with department heads to explain study and process to be used.
3. Proposer to provide frequent updates to County Administrator and HR.

C. Classification Study

1. Proposer to review current classification grade methodology, and propose recommended strategies for the County.
2. Proposer to conduct interviews and/or job audits as appropriate. Interviews and/or job audits may be conducted individually or in groups based upon classification.
3. Proposer to update job descriptions to uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications (education/experience and knowledge/skills/abilities), working conditions (physical demands, work environment, and travel requirements), and certification/licenses/registrations requirements for classification as needed.
4. Proposer to identify Officials & Administrators, Professionals, Technicians, Paraprofessionals, Administrative Support, Skilled Craft Workers, and Service employees, including fair Labor Standards Act (FLSA) status (exempt/non-exempt).
5. Proposer to present proposed recommendations to the County Administrator/HR for review prior to making any final classification determinations.
6. Proposer to finalize class specifications and recommend appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classifications.
7. Proposer to identify career ladders/promotional opportunities as deemed appropriate.
8. Proposer to submit recommendations for appropriate implementation measures that the Human Resources staff will need to take.

9. Proposer to provide a straightforward, easily understood, maintenance system that Human Resources Department will use to keep the classification system current and equitable. The classification system should be provided in an electronic medium. Maintenance should include annual activities, as well as the process we would use in the review of the classification of individual jobs, as needed.

10. Proposer to conduct a comprehensive training program for Human Resources staff to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spread out in the proposal.

D. Compensation Study

1. Proposer to review current compensation plan (salary grade levels and steps) and understand current challenges in recruiting and retaining employees.

2. Proposer to recommend and identify a consistent and competitive market position that the County can strive to maintain.

3. Proposer to recommend comparable labor markets, including public sector employers for compensation survey.

4. Proposer to develop and conduct a comprehensive compensation survey.

5. Proposer to recommend appropriate salary range for each position based on the classification plan, the compensation survey results, and the internal relationships and equality. Prepare a new salary structure based on the results of the survey and best practices.

6. Proposer to develop guidelines to assist County staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and market competitiveness.

7. Proposer to recommend implementation strategies including calculating the cost of implementing the plan.

8. Proposer to identify any extreme current individual or group compensation inequities and to provide a recommended corrective action plan and process to remedy these situations.

9. Proposer to make recommendations and to provide implementation strategies related to other key compensation practices, based on market demands, including pay for performance, skill pay, special assignment pay, certification pay, bilingual pay, promotional pay, and acting assignment pay.

10. Proposer to recommend system documentation and computer formats/software to administer compensation plan.

11. Proposer to provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Maintenance may include annual activities such as market survey

12. Proposer to conduct a compression analysis to include any recommendations for implementation.

13. Proposer to conduct a comprehensive training program for Human Resources staff to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spelled out in the proposal.

14. Proposer will work with management to determine whether a broadband or market or other based approach will be used.

Proposed Schedule of Work (may be changed by agreement of both parties):

Release of RFP	November 23, 2022
Deadline for submission of proposals	December 21, 2022
Review of proposals	December 22, 2022
Recommendation to Board	December 27, 2022
Contract Award	January 4, 2023
Begin Work	January 9, 2023 (flexible date)
Draft report submitted to agency for review	May 19, 2023
Completion of written work product/selected plan	June 19, 2023
Presentation to Commissioners	June 27, 2023

County Responsibilities

The County will provide copies of all pay ranges, job classifications, and any other available in-house information requested by the selected proposers that may be required to complete the study.

Proposal Format

The offeror shall submit one original (conspicuously marked "ORIGINAL"), five complete copies of their written proposal that presents their qualifications and understanding of the work to be performed. Include all information requested, organized in tabbed sections clearly identified in a table of contents as described in the paragraphs that follow. Any other information thought to be relevant, but not applicable to the enumerated categories, may be provided as a separate appendix to the proposal. The following information/documents shall be included in the proposal package to be considered **responsive** to the Request for Proposals.

A. Agents and Address

Identify who will be the project manager and key staff assigned if awarded. Provide resumes summarizing the qualifications and experience of the individuals who will be conducting the study. Include specific information on the staff's experience with public sector compensation including public safety. Describe successful outcomes List the address, e-mail address, and telephone number of the office from which the services are to be provided. Promotional literature and other public relations documents should NOT be included.

B. Statement of Methods and Procedures

Provide a statement describing the scope of work as you understand it. Describe the approach, means, methods, and procedures to be used to gather the data, analyze findings, and develop recommendations as requested. Provide a sample of reports and/or other correspondence.

C. Management Synopsis

Provide a synopsis prepared for management review, covering the significant features of the proposal including overall costs and term of work.

D. Structure and Content of Work Product

Provide a short breakdown and description of the specific steps, services, and study products that will be provided. Describe how the final product will be structured and presented upon completion. Include any computer/software compatibility information. Firms may elect to include in the section any innovative methods or concepts that might be beneficial to the County as long as the minimum requirements set out in this RFP are met.

E. Work Schedule

Provide a timeline indicating tasks required and the start and completion dates for each. It is expected that the work will commence as soon as possible after the contract is awarded.

F. References

Include the name, address, telephone number, and e-mail address for contact persons at three (3) other public entities for which comparable services have recently been rendered.

G. Cost of Services

Provide a total cost estimate, including travel expenses, and "not to exceed" amount for the work described in scope of work; a rate schedule for computing any extra work not specified in the contracted scope of work; and an amount to be deducted from total cost estimate because Offeror is conducting (or has conducted in the past six (6) months) salary surveys of comparable jurisdictions, the data from which can be shared rather than independently gathered.

H. Final Product

Provide a statement that the proposer agrees to:

- a. Deliver at least one (1) original and five (5) copies, to the County Administrator.
- b. Provide the final report, tables, schedules, job descriptions, charts, spreadsheets, salary surveys, and other materials necessary for the implementation and maintenance of the compensation/classification system; and
- c. Appear at a scheduled Commissioner meetings to discuss the recommendations and final report.

I. Additional Services (Optional)

Provide any other related and recommended products or service not specified in the RFP which may be considered essential or benefitted by the firm. These services should be priced separately from "G" above and shown here.

J. Other

The complete (all pages) Request for Proposal documents with any addenda acknowledgements filled out, initialed, and signed as required. The person who signed the RFP shall have the authority to negotiate the full scope of services on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.

The classification and compensation system to be recommended as responses to this RFP must adhere to the following basic elements and characteristics: (a) the system must meet all legal requirements, (b) be totally nondiscriminatory and provide for compliance with all pertinent federal, state, and local requirements (e.g., ADA, FLSA, EEO, etc).

1. The system must be easy for management to administer, maintain, and defend.
2. The system must easily accommodate organizational changes and growth.
3. The system should be based on sound compensation principles in which internal and external equity are considered within the pay structure, as well as, the concepts of equal pay for equal work, equal pay for similar work, and equal pay for comparable work.
4. The system should provide for new positions to be incorporated into the compensation plan, as well as, regular adjustments to maintain the plan's competitiveness.
5. The County requests that all information submitted by the successful consulting firm be in Microsoft Word format in hard copy. The County further requests the complete use of the material developed for the ability to update or change it as needed. All work provided by the proposer under contract with the Franklin County shall belong exclusively to the County.

Cost Proposal

This request for information does not, under any circumstance, commit the County to pay any costs incurred by any proposer in the submission of qualifications. The proposer is responsible for all costs associated with response to this request.

General Information

The County's website is: www.franklincountywa.gov. The county's current budget can be found on the County's website.

Questions

Questions pertaining to this document should be submitted via e-mail with "Questions about Compensation Study" in the subject line, at least two days prior to the due date to shughes@franklincountywa.gov.

Addenda

It is the proposer's responsibility to check the website for any addenda.

Criteria and Selection

After county staff has reviewed the proposals, final selection will be determined. The successful contractor will be required to enter into an agreement for professional services with Franklin County.

Proposals will be evaluated using the following criteria:

- Thoroughness and understanding of the tasks to be completed;
- Background and experience in organizational analysis and evaluation;
- Staff expertise and overall experience of personnel assigned to the work;
- Time required to accomplish the requested services;
- Responsiveness to requirements of the project;
- Recent public sector experience, preferably in a county setting, conducting similar studies, and
- Cost.

Submittals

All proposals must be delivered to the County no later than **4:00 p.m. local time on Thursday, December 21 2022. Proposals must be delivered to the County Administrator, Franklin County, 1016 N 4th Avenue, Pasco, WA 99301.** Proposers will be responsible for delivery of their proposals to the County before the deadline. Any proposal received after the deadline will not be considered.

The County reserves the right to reject any or all proposals at any time with no penalty and to waive immaterial defects and minor irregularities in proposals or to cancel the RFP.

The successful proposer will be required to provide copies of their current State of Washington and/or business licenses.

The Agreement will not be transferred to a third party without the prior written consent of the County. In the event such written consent is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant.

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Franklin County.

The evaluation of proposals will be done by County personnel who will then forward a recommendation to the County Commissioners for consideration. Fee proposals, which are to be submitted with the qualification proposal will also be taken into consideration.

The duration of this proposer agreement has not been determined.

Franklin County does not discriminate on the basis of race, creed, color, ethnicity, national origin, sex, age or marital status.