

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
EVERGREEN SOLUTIONS, LLC
FOR
COMPENSATION STUDY
RFP #16-0204**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and EVERGREEN SOLUTIONS, LLC, a Florida limited liability company, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, COUNTY publicly submitted a Request for Proposal (RFP) #16-0204 for procurement of a firm to conduct and furnish a comprehensive compensation study for COUNTY; and

WHEREAS, CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to conduct and furnish a comprehensive compensation study in accordance with the **Scope of Services**, attached hereto and incorporated herein **Attachment A**. It is understood that the Scope of Services may be modified, but to be effective and binding, any such modification must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these Policies and Procedures will be made available to CONSULTANT upon request.

2.2 This Agreement shall commence on the date the last party hereto executes it and shall remain in effect for the full duration of the performance period as specified in Attachment A: Scope of Services. Continuation of this Agreement beyond this period is a prerogative of the COUNTY and may be exercised only when such continuation is clearly in the best interest of Lake County.

2.3 CONSULTANT agrees that each person listed or referenced in CONSULTANT's proposal for RFP 16-0204 shall be available to perform the services described for COUNTY, barring illness, accident, or other unforeseeable events of a similar nature in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT wishes to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval by COUNTY. In the event the requested substitute person is not satisfactory to COUNTY and the matter cannot be resolved to the satisfaction of COUNTY, COUNTY reserves the right to cancel this Agreement for cause.

Article 3. Payment

3.1 Payment shall be based upon the rates set forth in **Consultant's Pricing**, attached hereto and incorporated herein as **Attachment B**.

3.2 CONSULTANT shall submit invoices in duplicate to the requesting County department at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP number, a detailed description of services, dates of services, and confirmation of acceptance of the services by the appropriate COUNTY representative. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the services. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the items. CONSULTANT shall keep a travel log indicating all dates of travel, mileage, etc.

3.3 COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default and this Agreement may be terminated.

3.4 Other than the approved total hours and related direct expenses CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. CONSULTANT hereby agrees that its rates are fully loaded and includes all overhead and administrative expenses.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms.

Article 4. Special Terms and Conditions

4.1 Termination. This Agreement may be terminated by COUNTY upon thirty (30) days advance written notice to the other party; but if any service hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of COUNTY until said service(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds. When funds are not appropriated or otherwise made available to support continuation of performance, this Agreement shall be canceled and CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

4.2 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Manager. No such consent shall be construed as making COUNTY a party to the assignment or subjecting COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with COUNTY must be through CONSULTANT. Additionally, unless otherwise stipulated herein, CONSULTANT shall notify and obtain prior written consent from COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of COUNTY may result in termination of this Agreement for default.

4.3 Insurance

CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

- i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

- iv. Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

- i. Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with

minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation RFP number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

CONSULTANT shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by COUNTY. At the option of COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subconsultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of CONSULTANT and/or subconsultant providing such insurance.

Neither approval by the COUNTY of any insurance supplied by the CONSULTANT or subconsultant, nor a failure to disapprove that insurance, shall relieve CONSULTANT or subconsultant of full responsibility for liability, damages, and accidents as set forth herein.

If it is not possible for CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

4.4 Indemnity. CONSULTANT shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent

resulting from the negligent act, error or omission of CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

4.5 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

4.6 Ownership of Deliverables. Upon completion of and payment the services listed herein, CONSULTANT agrees the study, survey, results, and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of the study, survey, results and/or deliverables to COUNTY, at COUNTY'S expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk. CONSULTANT shall provide access to all employee related study documents upon request of the County Manager, County Attorney, Human Resources Director or Human Resources Manager.

4.7 Return of Materials. Upon the request of COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to CONSULTANT by COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

4.8 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from COUNTY. CONSULTANT expressly acknowledges and agrees that CONSULTANT shall receive no damages for delay. CONSULTANT'S sole remedy, if any, against COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

4.9 Retaining Other Consultants. Nothing herein shall be deemed to preclude COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by

CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

4.10 Accuracy. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its study, survey, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by COUNTY.

4.11 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

4.13 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

4.14 Public Records.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated. Prior to the close out of this Agreement, CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and CONSULTANT shall expressly assign to COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any study, survey, deliverable and/or report for COUNTY's use which may include publishing in COUNTY documents and distribution as COUNTY deems to be in COUNTY's best interests. If anything included in any deliverable limits the rights of COUNTY to use the information, the deliverable shall be considered defective and not acceptable and CONSULTANT will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.
2. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

Failure to comply with this subsection shall be deemed a breach of contract and enforceable as set forth in Section 119.0701, Florida Statutes.

4.15 Right to Audit. COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

Article 5. Miscellaneous Provisions

5.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

5.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

5.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

5.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

5.5 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

5.6 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

5.7 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the CONSULTANT.

5.8 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require the CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

5.9 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

5.10 The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.11 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

5.12 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONSULTANT:

Evergreen Solutions, LLC
2878 Remington Green Circle
Tallahassee, Florida 32308

If to COUNTY:

County Manager
County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 6. Scope of Agreement

6.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

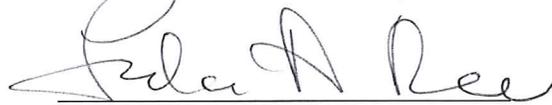
6.2 This Agreement contains the following attachments, all of which are incorporated herein:

Attachment A	Scope of Services
Attachment B	Consultant's Pricing

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners and by CONSULTANT through its duly authorized representative.

CONSULTANT

EVERGREEN SOLUTIONS, LLC



Linda A. Recio, President

This 18th day of November, 2015.

COUNTY



Barnett Schwartzman
Procurement Services Manager

This 20th day of NOVEMBER, 2015.

Approved as to form and legality:



Melanie Marsh, County Attorney

ATTACHMENT A: SCOPE OF SERVICES

In accordance with the terms of this Agreement, CONSULTANT shall perform and complete for Lake County, itself, and for select positions at Lake Emergency Medical Services, Inc., a comprehensive compensation survey and shall make recommendations for improvement to the current compensation and pay plan. CONSULTANT shall work with the County's Human Resources Department in this comprehensive review.

A. SERVICES

CONSULTANT shall complete following listed services:

1. Conduct a comprehensive salary survey of the appropriate labor markets and agencies within the competitive area of Lake County for development of a competitive salary structure and recommend appropriate pay grades/ pay plan based on the survey results. The survey shall include all classifications for which sufficient and valid external salary data is available.
2. Determine the appropriate entities to be considered as the competitive labor market.
3. Identify classifications to be surveyed.
4. Make findings and recommendations for improvements and modifications on overall pay structure including number of pay grade, and appropriate pay range structure (minimum, maximum, percentage between grades, etc.). The recommendations should include appropriate salary ranges and midpoints for each job classification, including recommendations for ranges that lag, match, or lead the relevant labor market.
5. Survey the relevant labor market for merit pay practices being used and recommend pay administration practices to include consideration of merit pay, alternative reward strategies including non-monetary rewards and cost savings/efficiency incentives as may be suitable. Recommendations will include consideration of various phased implementation schedules.
6. Recommend method(s) to ensure that labor market data is current and appropriate for Fiscal Year (FY) 2016-2017.
7. Recommend procedures for initial hire rates to include experience based hiring.
8. Schedule and attend meetings with County Human Resources, County Manager and its Staff as follows:
 - a) First Meeting: A 2 or 3 work day session with a formal kick-off meeting on-site followed by individual ½ hour session with individual department director's identifying specific concerns in regards to their work force;
 - b) Second Meeting: A 2 or 3 work day session summarizing initial survey results and findings to include specific review of departmental recommendations with department directors; and
 - c) Third Meeting: a one (1) day session to encompass final coordination and presentation of findings to Lake County Board of County Commissioners.

9. Prepare and present study/survey results and report to Lake County Board of County Commissioners at a designated time.

B. BENCHMARKS

CONSULTANT shall complete comparison effort through use of up to one hundred (100) benchmark classifications.

C. PERFORMANCE PERIOD

CONSULTANT shall complete the above listed services within ninety (90) calendar days commencing on the date of execution of this Agreement by COUNTY, unless otherwise agreed to by the parties.

ATTACHMENT B: CONSULTANT'S PRICING

COUNTY agrees to compensate CONSULTANT for services provided under this Agreement at the blended hourly rate of One Hundred and Fifty Dollars (\$150.00) per hour, up to an amount not to exceed the total lump sum fee of **Twenty-Four Thousand Dollars (\$24,000.00)**. The blended hourly rate encompasses all personnel classifications required for completion of the services and shall be a fully loaded rate to include, but not be limited to, all salary, benefits, overhead, profit, and local travel costs (defined as travel within Lake County and within a seventy five (75) mile radius of Tavares, Florida).

The parties agree that progress payments will be paid to CONSULTANT as follows:

1. 25% of total lump sum fee upon completion of service(s) listed in paragraph A.3. of Service of Services (Attachment A).
2. 25% of total lump sum fee upon completion of the service(s) listed in paragraph A.5. of the Service of Services (Attachment A).
3. Remaining balance of total lump sum fee upon completion and acceptance of the entirety of the project/study effort.

The services rendered under this Agreement shall not be deemed complete, until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.