

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/23/2001

Contract/Lease Control #: C02-0627-PCI-14

Bid #: N/A Contract/Lease Type: CONTRACT

Award To/Lessee: MERCER GROUP, INC.

Lessor: _____

Effective Date: 6/11/2001 ~~\$9000.00~~ [#] 8300.00 4/10/2002

Term: INDEFINITE

Description of Contract/Lease: MAINTAIN CLASSIFICATION AND COMPENSATION SYSTEM

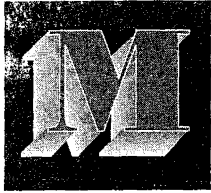
Department Manager: HUMAN RESOURCES

Department Monitor: K. GODWIN

Monitor's Telephone #: 689-5870

Monitor's FAX #: 689-5889

Date Closed: _____



The Mercer Group, Inc.

Consultants To Management

3443 Hwy 39 North
Louisburg, NC 27549

(919) 496-2080 • Fax (919) 496-7995
mercercnc@aol.com

August 2, 2007

CONTRACT # C02-0627-HR
THE MERCER GROUP, INC.
MAINTAIN CLASSIFICATION & COMPENSATION SYSTEM
EXPIRES: INDEFINITE

Mrs. Tasha Gunn, Human Resources Manager
Okaloosa County Human Resources Department
601B North Pearl Street
Crestview, Florida 32536

Dear Tasha:

In 2005 The Mercer Group, Inc. increased the fee for reclassification services from \$120 per position to \$150 per position. We request this change be effective for our contract to provide continuing services for Okaloosa County.

We look forward to continuing to work with you and Okaloosa County.

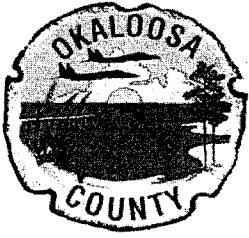
Sincerely yours,
THE MERCER GROUP, INC.

Phillip G. Robertson
Senior Vice President

Richard L. Brannon, Purchasing Director

ATLANTA • BRECKENRIDGE • GREELEY • LANSING • PHOENIX
RALEIGH • MARIETTA • SANTA FE • WACO • WINTER HAVEN

www.mercergroupinc.com



Okaloosa County Human Resources

CONTRACT # C02-0627-HR
THE MERCER GROUP, INC.
MAINTAIN CLASSIFICATION & COMPENSATION SYSTEM
EXPIRES: INDEFINITE

August 17, 2007

Re: The Mercer Group

From: Kay Godwin, *Human Resources Director* 

MEMO TO FILE

Please add the attached document to our current contract with The Mercer Group. We agree to pay for reclassifications at the increased rate of \$150 each. This would be an impact of approximately \$450 to our budget. In anticipation of this increase, we budgeted for the additional \$450 in FY07-08.

Because of our years of service with The Mercer Group, they have not increased the rates for reclassification since June 2001. The additional \$30 per reclassification is a fair amount and I concur with this amendment to our current contract. Please let me know if you have any questions.

Jack,

Per your request
here are the originals





The Mercer Group, Inc.

Consultants to Management

3445 Highway 59 North
Lenoir, North Carolina 27549
919-446-2986
FAX 919-446-7995
[Mercer'sCompany.com](http://www.mercer.com)

December 18, 2006

Ms. Kay Godwin, Human Resources Director
Ms. Tasha Gunn, Human Resources Manager
Okaloosa County Human Resources
601B North Pearl Street
Crestview, Florida 32536

Dear Kay and Tasha:

Upon reviewing the Request for Proposal for a Market Wage Study, we proposal the following task order and work plan:

As stated in by the County, the following scope/objective will function as a task order:

1. Conduct a customized, comprehensive salary survey of appropriate labor markets, including competitive organizations within the geographic area surrounding Okaloosa County, for analysis of the current salary structures, to include recommendations for revision to the pay plans based on the survey results.
2. Review administrative and maintenance procedures of current compensation plan and recommend methods to maintain fairness and competitiveness.
3. Propose adjustments to salary structures and current salaries of employees, provide a cost analysis with at least two options, and schedule for implementation of the proposed plan. Work with staff to develop a written plan for communicating to employees adjustments to the pay system.
4. Meet with appropriate management staff for input on selections of benchmark positions and other wage concerns. Prepare and present survey results and report to county officials at a designated time.
5. Completion of the project within 90 calendar days of commencement.

Our proposed work plan is as follows:

- Meet with appropriate staff to discuss benchmarks, comparable organizations and information to be gathered.
- Develop customized survey instrument
- Administer survey.
- Analyze survey results.
- Provide Human Resources with preliminary recommendations including at least two implementation options.
- Prepare Final Report and present to County officials.
- Prepare communication to employees.

Kay and Phillip Robertson will be the sole consultants on this project.

Our fee proposal to you is \$65.00 an hour (as a preferred client this is the same rate charged to you in 2002) plus expenses with a not-to-exceed cost of \$7,000.00.

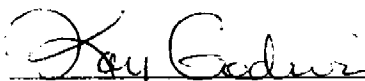
If you have any questions, concerns or need additional information, please let us know. We look forward to working with you and Okaloosa County.

Regards,

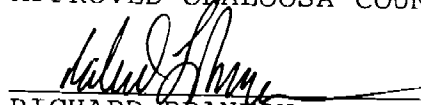


Phillip G. Robertson
Senior Vice President

RECOMMEND APPROVAL:


 _____ 12-28-06
 KAY GODWIN DATE
 HUMAN RESOURCES DIRECTOR

APPROVED OKALOOSA COUNTY:


 _____ 1/2/2007
 RICHARD BRANNON DATE
 PURCHASING DIRECTOR



The Mercer Group, Inc.

Consultants to Management

*3443 Highway 39 North
Louisburg, North Carolina 27549
(919) 496-2080
FAX (919) 496-7995
MercerNC@aol.com*

March 30, 2002

Mrs. Kay Godwin
Human Resources Manager
Okaloosa County Human Resources Department
601B North Pearl Street
Crestview, Florida 32536

Dear Kay:

Regarding our discussion, we propose the following:

On 353 job descriptions (more or less), we will perform the following:

- Verify that the education and experience on the job descriptions matches the factoring used to classify the position. Additionally, ensure that other qualifications, such as “typing speed”, are consistent among classifications.
- Standardize, clarify, and reorder as necessary the language contained in the “General Statement of Job” and “Essential Job Functions” on each job description to ensure an accurate reflection of the information contained on the Mercer Position Questionnaire.
- Review and update the wording in the “Physical Requirements” to reflect the factoring used to classify the position.

To ensure consistency of nomenclature and internal structure Phillip Robertson will be the sole consultant on this project.

Our fee proposal to you is \$65.00 an hour or \$8,300.00, whichever is less.

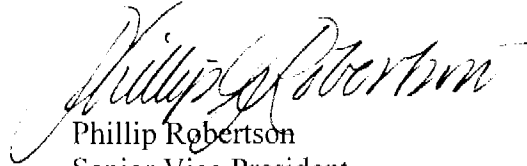
It is our understanding that you will ship us necessary Mercer Position Questionnaires and provide the current job descriptions in an electronic format.

If you have any questions or concerns please get in touch. We look forward to continuing to work with you and Okaloosa County.

Regards.



Kay Robertson
Vice President



Phillip Robertson
Senior Vice President

Agreement/Contract

This AGREEMENT, made as of this 11 day of June, 2001, by and between THE MERCER GROUP, INC. and Okaloosa County.

WHEREAS, Okaloosa County (hereinafter referred to as the "Client") has made a request to hire a consultant to assist in maintaining the County's Classification and Compensation System; and

WHEREAS, The Mercer Group, Inc. (hereinafter referred to as "Mercer") has submitted a response to the Client's request; and

WHEREAS, the Client has selected Mercer as the firm that best meets its needs and the Client desires to hire Mercer to assist in maintaining the County's Classification and Compensation System; and

WHEREAS, Mercer desires to assist the Client in maintaining the County's Classification and Compensation System.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the Client hereby agree as follows:

Mercer agrees to provide services and support the Client maintaining the County's Classification and Compensation System. Mercer agrees to conduct the Client's project in accordance with the scope of services as mutually identified and agreed upon on a task by task basis.

The Client agrees to compensate Mercer for its services in the amount of \$ 120.00 for each position evaluated for classification. Other continuing services can be negotiated on a case by case basis. Payments to Mercer will be on a task by task basis, billed at the completion of each task

The Client and Mercer both agree that this Agreement shall be governed by the laws of the State of Florida.

The Client and Mercer both agree that in the event that any dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in writing. Each party shall respond to the other party in writing within ten (10) working days of receipt of such notice.

Agreement, Continued:

The Client and Mercer both agree that any amendments to this Agreement shall be made in writing, and executed by both parties. No proposed amendment which is not in writing and executed by both parties shall effect the terms of this Agreement.

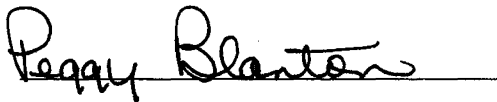
The parties shall have the right at either party's initiation to terminate this Agreement following ten- (10) days written notice to the affected party. Should either party terminate this Agreement the Client shall only be obligated to pay Mercer for those services already provided.

Okaloosa County

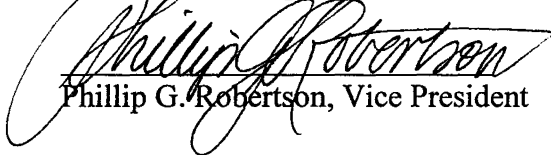
BY: 
CHRIS HOLLEY, COUNTY MANAGER

DATE: 10/11/01

ATTEST:



The Mercer Group, Inc.


Phillip G. Robertson, Vice President



The Mercer Group, Inc.

Consultants to Management

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Louisburg, North Carolina 27549
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FAX (919) 496-7995
MercerNC@aol.com

March 30, 2002

Mrs. Kay Godwin
Human Resources Manager
Okaloosa County Human Resources Department
601B North Pearl Street
Crestview, Florida 32536

Dear Kay:

Regarding our discussion, we propose the following:

On 353 job descriptions (more or less), we will perform the following:

- Verify that the education and experience on the job descriptions matches the factoring used to classify the position. Additionally, ensure that other qualifications, such as "typing speed", are consistent among classifications.
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- Review and update the wording in the "Physical Requirements" to reflect the factoring used to classify the position.

To ensure consistency of nomenclature and internal structure Phillip Robertson will be the sole consultant on this project.

Our fee proposal to you is \$65.00 an hour or \$8,300.00, whichever is less.

It is our understanding that you will ship us necessary Mercer Position Questionnaires and provide the current job descriptions in an electronic format.

If you have any questions or concerns please get in touch. We look forward to continuing to work with you and Okaloosa County.

Regards,



Kay Robertson
Vice President



Phillip Robertson
Senior Vice President

Agreement/Contract

This AGREEMENT, made as of this 10 day of April, 2002, by and between THE MERCER GROUP, INC. and Okaloosa County Florida.

WHEREAS, Okaloosa County Florida (hereinafter referred to as the "Client") has made a request for to hire a consultant to assist in updating job descriptions; and

WHEREAS, the Mercer Group, Inc. (hereinafter referred to as "Mercer") has submitted a proposal in response to the Client's request; and

WHEREAS, the Client has selected Mercer's proposal and the Client desires to hire Mercer to conduct the Client's Job Description Update; and

WHEREAS, Mercer desires to assist the Client in conducting the Job Description Update.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the Client hereby agree as follows:

Mercer agrees to provide services and support the Client in the conduct of the client's Job Description Update. Mercer agrees to conduct the Client's project in accordance with the scope of services outlined in its Proposal (letter attached).

Mercer's proposal is incorporated by reference and thus made a part of this Agreement.

The Client agrees to compensate Mercer for its services in an amount not to exceed \$8,300.00 for professional services and expenses.

The Client and Mercer both agree that the laws of the State of Florida shall govern this Agreement.

The Client and Mercer both agree that in the event that any dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in writing. Each party shall respond to the other party in writing within ten (10) working days of receipt of such notice.

The Client and Mercer both agree that any amendments to this Agreement shall be made in writing, and executed by both parties. No proposed amendment which is not in writing and executed by both parties shall effect the terms of this Agreement.

The parties shall have the right at either party's convenience to terminate this Agreement following ten (10) days written notice to the affected party. Should either party terminate this Agreement the Client shall only be obligated to pay Mercer for

those services already provided.

Accepted for Okaloosa County, Florida

BY: 

**RICHARD BRANNON
PURCHASING DIRECTOR**

DATE: MAY 6, 2002

ATTEST:

BY: 
Phillip G. Robertson, Senior Vice President
The Mercer Group, Inc.

DATE: 10 April 2002