



## Statement of Work No. 2 Annual Retainer Services

**THIS STATEMENT OF WORK** ("SOW"), effective as of March 1, 2023 (the "Effective Date"), is entered into by the **Webb County, TX** ("Client") and **The Segal Company (Western States), Inc.** (for purposes of this SOW, "Segal") pursuant to the Master Consulting Agreement dated as of December 13, 2021 entered into between Client and The Segal Group, Inc. as may be amended from time to time (the "MCA"), and shall be attached hereto and incorporated herein by reference. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the MCA. In the event of a conflict between the specific provisions of this SOW and the provisions of the MCA, the provisions of this SOW shall control.

### 1. **SOW Services and Deliverables.**

**Retainer Services.** On an annual basis, Segal will provide up to seventy (70) hours of consulting services to the Client as described below (the "Retainer Services"):

- **Individual reclassification reviews:** Using current job documentation as well as updated documentation in a template provided by Segal, a review of the general purpose and essential functions would be conducted to ensure the position is properly classified.
- **Individual job evaluation reviews:** Using current job documentation including updated job questionnaires and job evaluation manuals supplied by Segal, job(s) will be evaluated and recommended for placement into the client's current pay structure.
- **Individual reviews of exemption status under the Fair Labor Standards Act:** Based on documentation provided by the Client, written review will be completed for a job's eligibility for exemption from overtime under the Fair Labor Standards Act.
- **Individual or career family market reviews:** Individual or a specific list of no more than ten job titles will be market priced using market data available to Segal or data supplied by the client.
- **Development/update of individual job descriptions:** Using current job documentation supplied by the client on templates provided by Segal, an updated job description will be prepared for client review. Edits to the job description will be completed by the client.
- **Annual reports on structure and market movement:** Annual reports on market trends that provide actual and project pay and structure changes will be provided to the client for use in determining budget requirements for adjustments to their current pay structure and adjustments to employee pay.
- **Recommendations for updates to client current pay structures based on standardized reports:** Client may request that Segal calculate one cost

scenario for the cost of structure movement using agreed upon assumptions for pay changes.

**Limited Employee Climate Survey:** Conduct an employee climate survey including up to ten (10) questions regarding Client pay policies, benefit options and pay practices, utilizing an online tool for data collection and analysis.

**Best Practices consultation:** Provide consultation regarding current human resources best practices based on Segal's extensive experience and online research.

**Telephone support on strategic or operational human resources issues:** Segal's consultants will be available for telephone support on demand, providing advice on strategic or operation issues as identified by the client.

2. **Term.** March 1, 2023 to February 28, 2024.
3. **Supplemental Services.** Upon request, Segal will provide additional services that are in addition to the Retainer Services (the "Supplemental Services"). Unless the Parties have entered into a specific SOW for additional services, any service not specifically set forth above in Section 1 shall be a Supplemental Service.
4. **Client Understandings.**
  - (a) **Client Representative.** Client shall appoint a representative with full authority to provide or obtain any necessary information and approvals required to enable Segal to perform the SOW Services. Client's representative shall be responsible for coordination of briefing, review, and the decision-making process with respect to Client's employees, agents and other service providers.
  - (b) **Active Participation and Cooperation.** Client understands that Segal's ability to provide Services in a timely manner is dependent upon Client's active participation and adherence to the schedule above. Client acknowledges that Segal will rely the Client Information (as defined in the MCA) available at the time of the calculation and Segal makes no representation or warranty with regards to Client's actual future experience.
  - (c) **Limitations on Services.** Segal cannot and will not provide any legal opinion or similar advice related to application of laws, regulations, rulings and court decisions. Client is solely responsible for consulting legal counsel or otherwise ensuring that all actions taken are legally permissible or appropriate.
5. **Fees and Expenses.**
  - (a) **Professional Fees.**
    - i. **Retainer Services.** Segal's fee for the Retainer Services set forth in Section 1 above is \$21,000 per year, payable at execution of contract, based on 70 hours of consulting services.

- ii. **Supplemental Services.** Unless set forth in an additional SOW, Segal's fee for any Supplemental Services shall be calculated on a time charge basis (billing rates multiplied by time spent), based on the then-current rates of applicable Segal employees. Upon request, Segal will provide the specific rates for the individuals providing Services at the time.
  - (b) **Expenses.** Segal's fee is inclusive of all anticipated expenses in connection with the SOW Services. In the event that Segal incurs unusual or unexpected expenses in the course of providing the SOW Services, Segal will bill such expenses without markup.
6. **Billing.** Notwithstanding Section 3(c) of the Agreement, Segal will bill its fees annually in advance, upon execution of the contract.
7. **Service and Fee Modifications.**
- (a) In the event that the scope of work under this SOW materially changes, the Parties will execute a mutually agreed upon change order setting forth any changes to the services, deliverables, schedule and/or fees under this SOW.
  - (b) Additionally, if as a result of circumstances beyond Segal's control, Segal is required to spend significantly more time than anticipated in performing the SOW Services, Segal will inform Client and may bill separately for those services.
8. **Term and Termination.**
- (a) This SOW will commence on the Effective Date and unless otherwise agreed by the Parties in writing, this SOW shall run concurrently with the Agreement.
  - (b) Client may terminate this SOW upon sixty (60) calendar days' written notice (the "Notice Period") if Segal does not materially comply with its obligations under this SOW and Segal has not cured or developed a plan for cure during the Notice Period.
9. **Authority.** The signatures below indicate agreement by the Parties to the terms and conditions set forth in this SOW. This SOW may be executed in any number of counterparts using ink or electronic signatures, each of which will be deemed an original. This signed SOW constitutes authorization for Segal to begin provision of the Services and Segal agrees to commence such Services promptly upon receipt of a full-executed copy of this SOW.

\* \* \* \* \*

**Execution Page Follows**

**IN WITNESS WHEREOF**, the Parties have executed this SOW as of the Effective Date.

**The Segal Company (Western States), Inc.**

**Webb County, TX**

By: *R Eledge*

By:

Name: Ruth Ann Eledge

Name:

Title: Vice President

Title:

Date: February 23, 2023

Date:

By:

Name:

Title:

Date:

By:

Name:

Title:

Date: