

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH EVERGREEN SOLUTIONS, LLC, TO PROVIDE THE COMPENSATION AND CLASSIFICATION STUDY FOR NON-CIVIL SERVICE CITY OF DENTON EMPLOYEES; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8052 – AWARDED TO EVERGREEN SOLUTIONS, LLC, IN NOT-TO-EXCEED AMOUNT OF \$95,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals to provide the Compensation and Classification Study for non-civil service City of Denton employees; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the “Request Proposals” on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

<u>RFP</u> <u>NUMBER</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
8052	Evergreen Solutions, LLC	\$95,000.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish

to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_. This ordinance was passed and approved by the following vote [ \_\_\_ - \_\_\_ ]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

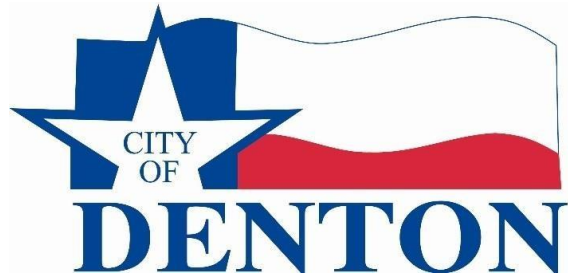
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
ROSA RIOS, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn  
Digitally signed by Marcella Lunn  
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US  
Date: 2022.10.13 15:56:35 -05'00'



## DocuSign City Council Transmittal Coversheet

RFP	8052
File Name	Compensation and Classification Study
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTING SERVICES  
FILE 8052**

STATE OF TEXAS           §

COUNTY OF DENTON       §

THIS AGREEMENT (the "Agreement") is made and entered into on \_\_\_\_\_, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and Evergreen Solutions LLC (which is licensed to transact business in the State of Texas under the name Recio and Ling Consulting, LLC), with its corporate office at 2878 Remington Green Circle Tallahassee, FL 32308, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**ARTICLE I**  
**CONSULTANT AS INDEPENDENT CONTRACTOR**

The OWNER has selected CONSULTANT on the basis of demonstrated competence and qualifications to perform the services herein described for a fair and reasonable price pursuant to Chapter 2254 of the Texas Government Code. The OWNER hereby contracts with the CONSULTANT as an independent contractor and not as an employee, and as such, the OWNER will not assert control over the day-to-day operations of the CONSULTANT. The CONSULTANT is customarily engaged to provide services as described herein independently and on a nonexclusive basis in the course of its business. This Agreement does not in any way constitute a joint venture between OWNER and CONSULTANT. The CONSULTANT hereby agrees to perform the services described herein based on the skills required for the scope of work in connection with the Project as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, Compensation and Classification Study as described in Exhibit A, which is on file at the purchasing office and incorporated herein (the "Project").

**ARTICLE II**  
**SCOPE OF BASIC SERVICES**

The CONSULTANT shall perform the following services in a professional manner:

- A. The CONSULTANT shall perform all those services as necessary and as described in the OWNER's RFP 8052 – Compensation and Classification Study, which is on file at the purchasing office and made a part hereof as **Exhibit A** as if written word for word herein.
- B. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as **Exhibit B** as if written word for word herein.
- C. CONSULTANT shall perform all those services set forth in individual task orders, as described in **Exhibit B**, which shall be attached to this Agreement and made a part hereof.
- D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

### **ARTICLE III** **ADDITIONAL SERVICES**

Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services, may be negotiated as needed, per rates included in **Exhibit B**.

- A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- B. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- C. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- D. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- E. Visits to the site in excess of the number of trips included in **Exhibit B**.
- F. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

**ARTICLE IV**  
**TIME OF COMPLETION**

CONSULTANT is authorized to commence work under this contract upon execution of this AGREEMENT. CONSULTANT shall perform and complete its obligations herein in a prompt and continuous manner, so as to not delay the completion of the Project in accordance with the schedules as described in **Exhibit B**. The contract shall remain effective for a period which may reasonably be required for the completion of the Project, acceptance by an authorized representative of the OWNER, exhaustion of authorized funds, or termination as provided in this Agreement, whichever occurs first.

**ARTICLE V**  
**COMPENSATION**

A. COMPENSATION TERMS:

1. "Subcontract Expense" is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services related to this agreement.
2. "Direct Non-Labor Expense" is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in **Exhibit B** which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed \$95,000.

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization

from the OWNER. The CONSULTANT shall not proceed to perform the services listed in Article III "Additional Services," without obtaining prior written authorization from the OWNER.

- C. **ADDITIONAL SERVICES:** For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in **Exhibit B**. Payments for additional services shall be due and payable upon submission by the CONSULTANT and approval by the City staff, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. **PAYMENT:** If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be paid interest in accordance with the Texas Government Code 2251.025. Additionally, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Nothing herein shall require the OWNER to pay the late charge if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation," there is a bona fide dispute concerning the amount due, or the invoice was not mailed to the address or in the form as described in this Agreement. The OWNER will notify CONSULTANT of any disputes within twenty-one (21) days of receipt of the invoice.
- E. **Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

## **ARTICLE VI** **OBSERVATION AND REVIEW OF THE WORK**

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

## **ARTICLE VII** **OWNERSHIP OF DOCUMENTS**

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and



shall become the property of the OWNER upon the termination of this Agreement. The CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by the CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event the OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

### **ARTICLE VIII** **INDEMNITY AGREEMENT**

**THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES ASSERTED AGAINST OR INCURRED BY THE OWNER, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.**

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

### **ARTICLE IX** **INSURANCE**

During the performance of the services under this Agreement, CONSULTANT shall maintain insurance in compliance with the requirements of **Exhibit C** which is attached hereto and made a part of this Agreement as if written word for word herein.

### **ARTICLE X** **ALTERNATIVE DISPUTE RESOLUTION**

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation with each party bearing its own costs of mediation. No mediation arising out of or relating to this Agreement, involving one party's disagreement may include the other party to the disagreement without the other's approval. Mediation will not be a condition precedent to suit.

**ARTICLE XI**  
**TERMINATION OF AGREEMENT**

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.
  
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than fifteen (15) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.
  
- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

**ARTICLE XII**  
**RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the OWNER for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

**ARTICLE XIII**  
**NOTICES**

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

To CONSULTANT:

Evergreen Solutions LLC  
Jeff Ling, President  
2878 Remington Green Circle  
Tallahassee, FL 32308

To OWNER:

City of Denton  
Purchasing Manager –File 8052  
901B Texas Street  
Denton, Texas 76201

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

**ARTICLE XIV**  
**ENTIRE AGREEMENT**

This Agreement and related exhibits constitute the complete and final expression of this Agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

**ARTICLE XV**  
**SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

**ARTICLE XVI**  
**COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as those laws may now read or hereinafter be amended.

**ARTICLE XVII**  
**DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or physical handicap.

**ARTICLE XVIII**  
**PERSONNEL**

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

**ARTICLE XIX**  
**ASSIGNABILITY**

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

**ARTICLE XX**  
**MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

**ARTICLE XXI**  
**MISCELLANEOUS**

- A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – RFP 8052 – Compensation and Classification Study (on file at the purchasing office)

Exhibit B – Consultant’s Scope of Services Offer and Project Schedule

Exhibit C – Consultant’s Insurance Requirements

What is called for by one exhibit shall be as binding as if called for by all. In the event of an inconsistency or conflict in this Agreement and any of the provisions of the exhibits, the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the exhibits in the order in which they are listed above.

- B. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas or federal law, where applicable, without regard to the conflict of law principles of any jurisdiction. In the event there shall be any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the District Courts of Denton County or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Eastern District of Texas-Sherman Division.
- C. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Jeff Ling. However, nothing herein shall limit CONSULTANT from using other equally qualified and competent members of its firm to perform the services required herein.
- D. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.
- E. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- F. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.
- G. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

**ARTICLE XXII**  
**INDEPENDENT CONTRACTOR**

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

**ARTICLE XXIII**  
**RIGHT TO AUDIT**

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

#### **ARTICLE XXIV**

#### **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### **ARTICLE XXV**

#### **Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

**ARTICLE XXVI**

**Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

**ARTICLE XXVII**

**Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

**ARTICLE XXVIII**

**Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

**ARTICLE XXIX**  
**CERTIFICATE OF INTERESTED PARTIES ELECTRONIC FILING**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Consultant submits a disclosure of interested parties (Form 1295) to the City at the time the Consultant submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

**Consultant will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.**

The consultant shall:

1. Log onto the State Ethics Commission Website at :  
<https://www.ethics.state.tx.us/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The OWNER must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

**ARTICLE XXX**  
**PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Consultant shall complete and submit the City's Conflict of Interest Questionnaire.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.



IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date \_\_\_\_\_.

**CONSULTANT**

BY:   
AUTHORIZED SIGNATURE

Printed Name: Jeff Ling

Title: President

(850) 383-0111

PHONE NUMBER

[jeff@consultevergreen.com](mailto:jeff@consultevergreen.com)

EMAIL ADDRESS

2022-913812

TEXAS ETHICS COMMISSION  
1295 CERTIFICATE NUMBER

**CITY OF DENTON, TEXAS**

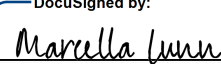
BY: \_\_\_\_\_

SARA HENSLEY  
CITY MANAGER

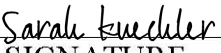
ATTEST:  
ROSA RIOS, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY:   
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THIS AGREEMENT HAS BEEN  
BOTH REVIEWED AND APPROVED  
as to financial and operational obligations  
and business terms.

DocuSigned by:  
 Sarah Kuechler  
SIGNATURE PRINTED NAME

Director of Human Resources  
TITLE

Human Resources  
DEPARTMENT

Exhibit B

**A Proposal to Conduct a  
Compensation and Classification Study  
for the City of Denton, TX  
RFP #8052**

**ORIGINAL**



Evergreen Solutions, LLC

July 26, 2022



## Evergreen Solutions, LLC

2878 Remington Green Circle - Tallahassee, Florida 32308  
850.383.0111 - fax 850.383.1511

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July 25, 2022

Ms. Gabby Leeper, Buyer  
City of Denton  
901-B Texas Street  
Denton, Texas 76209

Dear Ms. Leeper:

Evergreen Solutions, LLC is pleased to submit a proposal to conduct a Compensation and Classification Study for the City of Denton. Our response is based on our review of your Request for Proposal (RFQ #8052), our experience in working with hundreds of local governments and other public sector organizations, our understanding of the Texas labor market, and our knowledge of best practices in local government human resources management. **Evergreen is well qualified to provide the work being requested by the City of Denton as we have conducted more than 900 similar studies throughout the country.**

Evergreen was formed in 2004 to provide an alternative to traditional consulting practices. We provide an innovative and effective option by focusing on clients needing partners and not simply another service provider. Evergreen is licensed to transact business in the State of Texas under the name Recio and Ling Consulting, LLC (#32059488299).

As a national firm, Evergreen Solutions continues to grow and our territory now includes clients in 46 states, including many clients in the State of Texas. For example, Evergreen has worked with, or is currently on contract to work with, the following public sector organizations in various human resource and management capacities: City of Lockhart; City of Portland; City of Lakeway; City of Austin; City of Conroe; City of Coppell; City of Seabrook; City of Rowlett; City of Seguin; City of Buda; City of Amarillo; City of Farmers Branch; City of Mont Belvieu; City of DeSoto; City of Fate; City of Sachse; City of Gonzales; City of South Padre Island; City of Haskell; City of Duncanville; City of Pflugerville; City of Texas City; City of Fredericksburg; City of Sunset Valley; Fort Bend County; Hood County; Randall County; Denton County; Kaufman County; Burnet County; Jefferson County; Travis County; San Patricio County; Brazoria County; Town of Little Elm; Dallas Area Rapid Transit; Texas City Management Association; Brazos River Authority; Bexar Met; Denton County Fresh Water Supply District; Barton Springs/Edwards Aquifer Conservation District; New Braunfels Utilities; Montgomery County Emergency Communication District; University of Texas at Tyler; Alvin Community College; South Texas College; Tarrant County College District; Sul Ross State University; Lone Star College System; El Paso Community College District; Midwestern State University; Austin Community College; Texas A & M University – San Antonio; Sam Houston State University; and the Wayside School District. A detailed description of the services provided to some of these clients can be found in **Section 2** of our proposal.

Outside of Texas, our consultant team has worked with, or is currently on contract to work, the following local governments in providing work similar in scope to the services being requested: City of Santa Fe, NM; City of Carlsbad, NM; City of Page, AZ; City of Flagstaff, AZ; City of Prescott, AZ; Yavapai County, AZ; Town of Sahuarita, AZ; Ogden City Corporation, UT; City of Boulder City, NV; Columbia County, OR; City of Albany, OR; Spokane County, WA; City of Ridgefield, WA; City of Washougal, WA; City of Manitou Springs, CO; City of Fountain, CO; Grand County, CO; Ouray County, CO; City of Salina, KS; Sedgwick County, KS; Shawnee County, KS; City of Lee's Summit, MO; City of Branson, MO; City of Columbia, MO; City of Fulton, MO; City of Troy, MO; City of Dardenne Prairie, MO; Clay County, MO; Jefferson County, MO; St. Charles County, MO; City of Bloomington, IN; City of Urbana, IL; McLean County, IL; Mahoning County, OH; Carter County, TN; Blount County, TN; City of Murfreesboro, TN; City of Clarksville, TN; Carbon County, PA; City of Pittsburgh, PA; County of Montgomery, PA; Town of Bridgewater, MA; Kent County Levy Court, DE; City of Milford, DE; City of Hyattsville, MD; City of Annapolis, MD; City of Baltimore, MD; City of Westminster, MD; Calvert County, MD; Charles County, MD; Washington County, MD; Allegany County, MD; City of Newport News, VA; City of Williamsburg, VA; City of Falls Church, VA; City of Fredericksburg, VA; City of Covington, VA; City of Norfolk, VA; City of Suffolk, VA; County of Culpeper, VA; County

of York, VA; Gloucester County, VA; King George County, VA; Louisa County, VA; Isle of Wight County, VA; Essex County, VA; City of Fayetteville, NC; City of Raleigh, NC; Transylvania County, NC; Union County, NC; New Hanover County, NC; Buncombe County, NC; Guilford County, NC; Gaston County, NC; City of Lancaster, SC; City of Columbia, SC; City of Beaufort, SC; City of Myrtle Beach, SC; City of Conway, SC; City of Chester, SC; City of Goose Creek, SC; City of Isle of Palms, SC; City of Mauldin, SC; Town of Moncks Corner, SC; Town of Bluffton, SC; Town of Kiawah Island, SC; York County, SC; Charleston County, SC; Berkeley County, SC; Beaufort County, SC; Laurens County, SC; Dorchester County, SC; City of Foley, AL; City of Daphne, AL; City of Hartselle, AL; City of Mobile, AL; City of Auburn, AL; Lee County, AL; Baldwin County, AL; Chambers County, AL; City of Kingsland, GA; City of Alpharetta, GA; City of Douglasville, GA; City of Savannah, GA; City of Statesboro, GA; City of Chamblee, GA; City of Garden City, GA; City of Dahlonga, GA; City of Brookhaven, GA; City of Powder Springs, GA; City of Roswell, GA; City of Stockbridge, GA; City of Dublin, GA; City of Albany, GA; City of Fayetteville, GA; City of Tybee Island, GA; City of Dunwoody, GA; Forsyth County, GA; Lumpkin County, GA; Effingham County, GA; Douglas County, GA; Cherokee County, GA; City of Palm Beach Gardens, FL; City of Jacksonville, FL; City of Hollywood, FL; City of Sunrise, FL; City of Orlando, FL; City of Ft. Myers, FL; Miami-Dade County, FL; Manatee County, FL; Monroe County, FL; Palm Beach County, FL; Pinellas County, FL; and many others.

The Evergreen Team is able to fully comprehend the challenges and goals of the City of Denton based on our vast understanding of local government human resources, and the fact that we possess the necessary experience and knowledge. Our team has significant expertise in conducting compensation and classification studies for local governments and other public sector organizations, as evidenced in **Section 3** of our proposal. Detailed resumes are available upon request.

Some of the human resource services Evergreen Solutions has focused on include: compensation and classification studies; staffing studies; salary and benefits surveys; performance management studies; recruitment, hiring, and retention studies; strategic and workforce planning; and HR department reviews. Through our experience in conducting this wide range of projects, we have gained the knowledge of every aspect of the management, and operations involved in local government human resources management. As a result, our team understands how critical an effective compensation and classification system is to the overall operation of a proficient and progressive municipality. We have developed helpful methods and tools that assist clients in implementing and maintaining our study recommendations.

Evergreen's approach to conducting a compensation and classification study comes not only from extensive human resources work with local government clients, but also from direct feedback of our past clients. In essence, we offer tools that are innovative as well as have been proven to work in real places with real people. Some of the key facets of our approach as identified in **Section 4** of our proposal include:

- Emphasis on communication as the key to a successful study completion as well as implementation. Our Team understands that compensation by its very nature creates anxiety in staff and managers alike. In order to ensure a successful study process and gain "buy-in" at implementation, administrators, department heads, and staff should be involved in every step of the process. This is a critical component of our communication plan and we ensure continuous communication through the use of meetings/conference calls and the submission of written progress reports.
- Our methodology utilizes the latest in technology in order to reduce the cost to our client partners and enhance wider participation, and our tools are offered in an electronic format. In essence, every step of the process can be completed on the Web. Further, our web-based **JobForce Manager** tool allows our client partners to facilitate implementation and eases the ongoing maintenance of the compensation system.
- Our methodology utilizes the latest in technology. In order to reduce the cost to our client partners and enhance wider participation, we offer all of our tools in an electronic format. In essence, every step of the process can be completed on the Web. We understand that one size does not fit all. Some consultants provide the same overall solution to every client; however, we provide a variety of alternatives that allow our client partners to select the solution that best meets their business and human capital needs.

As President of Evergreen Solutions, I am authorized to commit our firm contractually to this assignment.

We appreciate this opportunity and pledge to you our best effort if selected for this engagement. If you have any questions, please feel free to contact me at (850) 383-0111, or via email at [jeff@consultevergreen.com](mailto:jeff@consultevergreen.com).

Sincerely,



Dr. Jeff Ling, President



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*Section 1.0*  
*Understanding of Project*



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# 1.0 *Understanding of Project*

Evergreen Solutions understands that the City of Denton wants an outside consultant to conduct a Compensation and Classification Study by performing the following tasks: We have developed a detailed work plan that addresses each of these tasks in **Section 4** of our proposal.

## Option A: Study and Recommend Changes to Current Pay Plans

- *Project Management and Communications – Serve as project manager and work closely with Human Resources staff. Develop a communication strategy and plan that allows the organization to be informed and be as transparent as possible. Meet and solicit feedback and input from different levels of the organization including employees, department directors/managers, and executive management.*
- *Market Study / Salary Survey - Provide a comprehensive market compensation study and provide recommendations to ensure that the City's compensation system supports the City's mission, strategic objectives, and compensation philosophy. The City desires that the Consultant conduct a comprehensive market data collection/survey of external labor market(s) for all classified City positions, analyze and evaluate all data in an objective manner, and make recommendations for salary structure adjustments, base pay (e.g. merit, market) increases, and selected special pay provisions to ensure external competitiveness and internal equity to ensure we are able to support recruitment and retention of employees more effectively, as well as the integrity and credibility of the City's overall compensation program.*
- *Pay Plan Review – Evaluate current pay grades, e.g. number of pay grades, including additions, deletions, and/or consolidations; appropriate spread between minimum and maximum of pay ranges, and recommend a strategy for improvements. Recommend changes to current pay plans and recommend additional pay plan(s) if appropriate.*
- *Classification Review – Based on market data and organizational interviews, conduct a job analysis for identified positions of concern to ensure appropriate pay grade classification and address internal equity concerns. Proposal should include pricing for a job analysis for up to 50 positions, with optional pricing for additional positions as needed. Consultant should identify positions with the assistance of HR staff; a final list of positions will be approved by HR staff.*
- *Merit-Based Pay – Review/recommend/provide solutions for a pay for performance system/process.*
- *Report – Prepare and present a final report and recommendations to Human Resources staff and Executive Management, including a prioritized or phased approach to address recommendations and an analysis of financial impact. The City may request hourly pricing to include additional services in the future for additional job analysis, review and recommend classification system improvements, develop and provide a tool to perform job evaluation/analysis consistently and objectively, and develop a strategy for annual review of compensation and classification to meet the City's compensation program goals.*





Option B: Develop New Classification and Compensation System

- *Develop New Compensation and Classification System* While the City prefers taking action sooner to evaluate and make adjustments to its current pay plans, especially based on the competitive market, there may be value in comprehensively designing a job classification and long-range compensation system.
- *Compensation Study* – Prepare recommendations for compensation policies, including cost of living and merit pay increases, career ladders and variable incentive pay options to maintain competitiveness, reward employees, and to ensure internal pay equity.
- *Implementation Strategy* – Design a strategy for an updated compensation system with the lowest financial impact and greatest gain to positions that fall outside of designated range. The implementation plan should contain the total cost for implementation beginning October 1, 2023.
- *Training* – If the compensation system is implemented, provide training to the Management Team on the utilization and maintenance of the system. Additionally, provide necessary documentation and other materials for the Agency to maintain the system independently of the consultant following the implementation of the job evaluation/compensation plan.  
*Annual Review* – Provide a proposal for an annual review and update the market analysis for each position including a description of the factors to be reviewed, methodology, final report, and staff training. Provide pricing for future individual job description grading on an as-needed basis



*Section 2.0*  
*Statement of Qualifications*



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## 2.0 *Statement of Qualifications*

Evergreen Solutions is well qualified to conduct a Compensation and Classification Study for the City of Denton as we have conducted more than 900 similar studies for local governments and other public sector organizations throughout the country, including many within the State of Texas. In this section we provide our firm's background and history and qualifications to perform the requested work.

### 2.1 Firm's Background and History

Evergreen Solutions, LLC is a national, multidisciplinary, public sector management consulting firm, which specializes in working with local governments and other public sector organizations across the nation. We provide a unique approach, rather than the "consulting as usual" method, by partnering with our clients to find innovative, real-world solutions to public management.

Evergreen was formed in 2004 to provide a modern, practical alternative to the typical consulting options. The firm is made up of management and human resources professionals as well as strategic partners who came together to form an innovative alternative that places clients and their needs before any individual, model, or corporate goal.

Evergreen's philosophy is based on an understanding that there is not a "one size that fits all" solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations.

Evergreen is authorized to transact business in the State of Texas under the name of Recio and Ling Consulting, LLC (i.e., 32059488299).

Our main focus is on people, management, and technology. This focus allows our team to provide a broad variety of services, including, but not limited to: compensation and classification studies; salary and benefits surveys; performance appraisal reviews; workload analyses; staffing studies; disparity studies; training assessments; and strategic planning.

We invite you to browse our Web site at [www.ConsultEvergreen.com](http://www.ConsultEvergreen.com) or visit us on Facebook at [www.facebook.com](http://www.facebook.com) or LinkedIn at [www.linkedin.com](http://www.linkedin.com) for more information about our services, staff, and past experience.



Evergreen Solutions assists public sector professionals in exercising control over the inter-related elements that determine success or failure. We do that by applying a situation-responsive discipline that emphasizes:



## 2.2 Qualifications

- full visibility into the entire organization through research and discovery;
- a spirit of partnership with staff and leadership;
- sound recommendations based on best practices and proven methods; and
- a practical go-forward plan that leads to quantifiable results.

Collectively, the members of the Evergreen Solutions Team have:

- extensive experience in conducting compensation and classification studies for local governments and other public sector organizations throughout the country, including many in the State of Texas;
- comprehensive experience in all components vital to the successful completion of this engagement;
- knowledge of relevant Texas statutes and regulations as well as federal regulations;
- objectivity and flexibility due to the fact that we have no vested interests; and
- specialized analytical tools that we bring to the project.

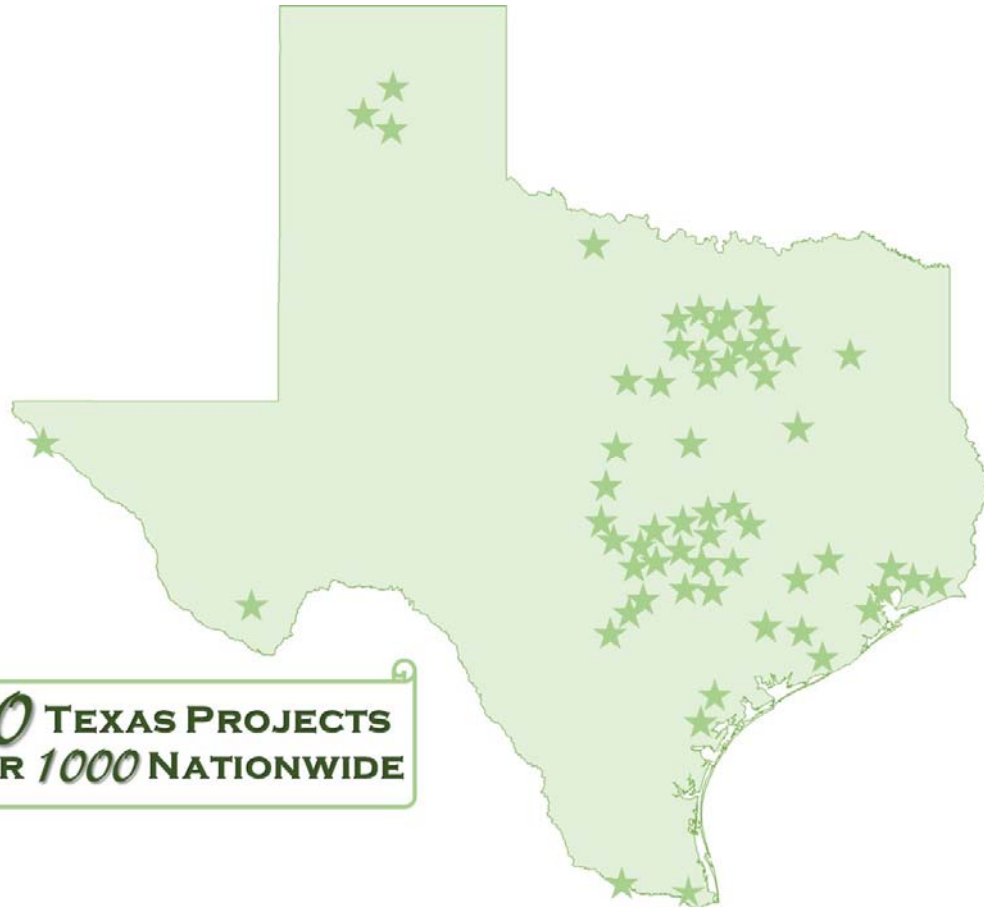
Clients nationwide have been successfully implementing recommendations from our team of professional consultants for decades. Evergreen has contracted with public sector, quasi-governmental, and non-profit organizations in 46 states throughout the country.

**Exhibit 2-1** includes a list of public sector clients in the State of Texas that our consultant team has worked with, or is currently in contract to work with, in providing work similar in scope to the services being requested.



## Exhibit 2-1: Texas Public Sector HR Clients

• Alvin Community College	• City of Gonzales	• Fort Worth Housing Solutions
• Austin Community College	• City of Lakeway	• Hood County
• Barton Springs/Edwards Aquifer Conservation District	• City of Lockhart	• Jefferson County
• Bexar Metropolitan Water District	• City of Mont Belvieu	• Kaufman County
• Burnet County	• City of Pearland	• Lone Star College System
• Brazoria County	• City of Pflugerville	• Midwestern State University
• Brazos River Authority	• City of Portland	• Montgomery County ECD
• City of Amarillo	• City of Rowlett	• New Braunfels Utilities
• City of Athens	• City of Sachse	• Randall County
• City of Buda	• City of Seabrook	• Sam Houston State University
• City of Conroe	• City of Seguin	• San Patricio County
• City of Conway	• City of South Padre Island	• South Texas College
• City of Coppel	• City of Sunset Valley	• Sul Ross State University
• City of Desoto	• City of Temple	• Tarrant County Community College District
• City of Duncanville	• City of Texas City	• Texas A & M University – San Antonio
• City of Farmers Branch	• Dallas Area Rapid Transit	• Texas City Management Association
• City of Fate	• Denton County	• Town of Little Elm
• City of Fredericksburg	• Denton Co. Fresh Water Supply District	• Travis County
• City of Galveston	• El Paso Community College District	• University of Texas at Tyler
• City of Haskell	• Fort Bend County	• Wayside School District



**OVER 60 TEXAS PROJECTS  
AND OVER 1000 NATIONWIDE**



*Section 3.0*  
*Project Team and Management*



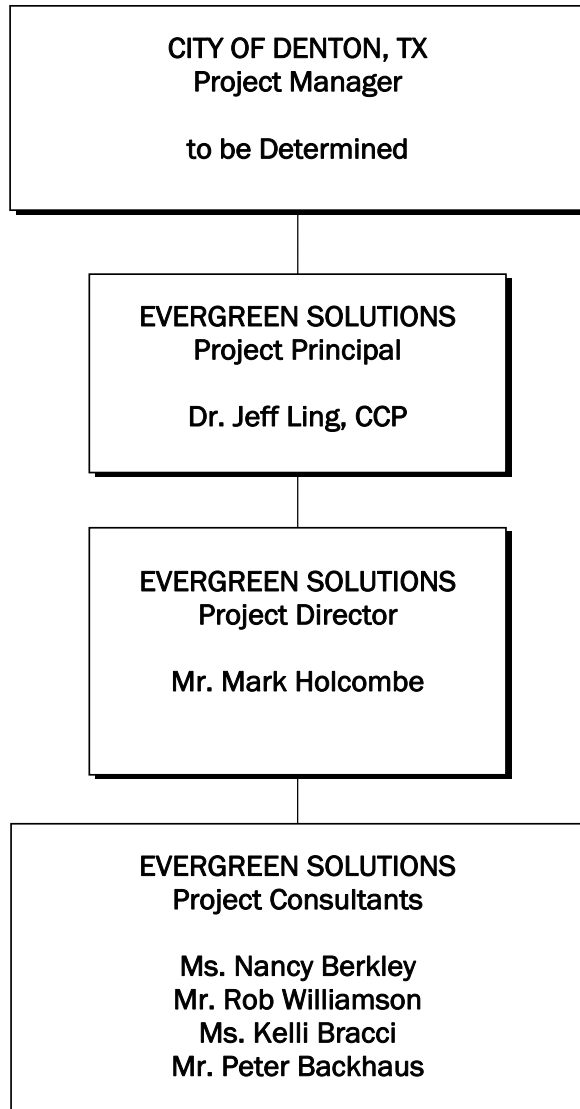
## 3.0 Project Team and Management

In this section we include the qualifications of our proposed project team through summary resumes. Detailed resumes are available upon request.

### 3.1 Proposed Project Team

Exhibit 3-1  
Proposed Project  
Management  
Organization and  
Personnel  
Assignments

Exhibit 3-1 reflects our proposed project management and personnel assignments. The structure has been designed to clearly define the roles and responsibilities of each part of the Compensation and Classification Study so that there will be no confusion as to who is responsible for any aspect of this engagement with the City of Denton.



**City of Denton Project Manager.** With each project engagement, we work with the client to identify one specific point of contact to serve as a Project Manager. The City's Project Manager (CPM) will be our reference point throughout the engagement. We will take project direction, leadership, and guidance from the CPM and all project deliverables will be filtered through the CPM throughout the duration of the project.

**Evergreen Solutions' Project Principal.** Our Project Principal will have ultimate accountability for the success of this project. Evergreen Solutions' Project Principal is always a senior leader in our firm, typically the President. The Project Principal will have contractual authority over the contract, and will be our top level of project responsibility.

**Evergreen Solutions' Project Director.** Evergreen Solutions designates a Project Director for each HR consulting project. The Project Director will work with the Project Principal regarding the scheduling of the project with the City. The Project Director will have the most frequent contact with the City and will assign project activities to the Project Consultants, and will ensure that deliverables are met within specified timelines.

**Evergreen Solutions' Project Consultants.** Our Project Consultants are a team of consultants who have worked together on numerous projects, and who will provide consulting and analytical work on all project activities. The Project Consultants will, review pay plans and the classification structure, conduct orientation sessions and focus groups, as needed, administer the Job Assessment Tool (JAT), and Management Issues Tool (MIT), as needed, collect the data for the salary survey, and prepare draft and final reports.

Consultant Team Members must be thoroughly knowledgeable in the portion of the project they are responsible for, as well as have expertise in the issues that are unique to each individual client. Our firm is proposing an exceptional team of consultants who have worked together on many similar projects. We always make sure each project is sufficiently staffed to handle any additional tasks or unforeseen issues that may arise during the course of the study. The combination of our individual knowledge and skills form a superior team who will be able to competently perform all of the pieces of the Classification and Compensation Study and Staffing Analysis for the City of Harlingen.

The following paragraphs provide summary resumes of each team member's qualifications and experience related to his/her role in this engagement.

## 3.2 Key Personnel

**Project Principal**  
**Dr. Jeff Ling, CCP**

Dr. Jeff Ling is the President of Evergreen Solutions who has been with the firm since its inception in 2004. He is a Certified Compensation Professional (CCP) who has more than 30 years consulting experience in the following areas: human resources; performance improvement; process analysis; strategic planning; statistical analysis; research methodology; data management; surveys and polling; technology analysis; change management; and risk analysis.





Dr. Ling has planned, organized, and managed studies on human resources assessment, survey analysis, government efficiency, technology planning, information utilization, public opinion, market expansion, and privatization. Each of these studies dealt with summarizing major alternatives for decision makers and providing viable recommendations. He has consulting experience in public sector Evaluation, research management, efficiency analysis, survey analysis, statistical modeling, and technology planning.

Dr. Ling has worked with a multitude of clients in the capacity of Project Principal. He has worked on hundreds of engagements across the nation and includes work in state and local governments, school districts, institutions of higher education, quasi-governmental agencies, and private industry.

Dr. Ling has been instrumental in creating, reviewing, and evaluating the methodology employed by Evergreen Solutions on all human resource engagements. His background and skill set make him uniquely qualified for assessing organizational critical needs and strategy. He is also an expert in policy development and long-term planning.

A sample of the types of studies Dr. Ling has been involved with includes:

- **Compensation/Classification**– He developed the methodology and techniques for organizations to employ for successful data collection and implementation based on internal and external equity needs. He has been the Project Principal for numerous projects related to classification and/or compensation. **Note: He has served as the Project Principal or Project Director for more than 900 public sector projects related to Classification and/or Compensation, including more than 65 projects in the State of Texas.**
- **Performance Evaluation** – He has provided the framework for many organizations transitioning into goal-based performance evaluation systems or fully functional merit-based pay structures. He understands the importance of a well stratified, objective based review process and has been instrumental in assisting a number of large organizations transition from traditional systems into merit-based pay structures with minimal transitional costs and interruption.
- **Market Research** – He provided the basis for which market research was collected, analyzed, and review. He ensured that data collection procedures and methods were statistically reliable using his knowledge of statistics and overall market research.
- **Policy Development** – He has a thorough and firm understanding of policy development and has assisted many clients with implementing tailored policies and practices that reflect best practices.

Dr. Ling holds a Doctorate's Degree from Florida State University in Political Science and has taught courses addressing research methodology, statistical analysis, technological innovations, and political economy at various universities.



**Project Director  
Mr. Mark Holcombe**

Mr. Mark Holcombe is a Project Manager at Evergreen Solutions who has been with the firm more than five years. He has spent extensive time studying both micro and macro-economic labor markets, public sector economics, and has studied econometric modeling for displaying and communicating data in an effective way. He has been using his economics background both in running a business and in consulting since graduation.

Mr. Holcombe's role with Evergreen has focused on compensation and classification studies utilizing market data. His primary responsibilities include:

- working closely with project teams and project managers in coordinating salary and benefit survey initiatives;
- evaluating market data from surveys, government agencies, and private sector databases to provide comprehensive reviews of compensation packages; and
- designing clear and concise reports and displays to communicate nuanced results.

Recent public sector projects that Mr. Holcombe has been involved with include: a Compensation and Classification Study for the City of Pearland, TX; a Classification and Compensation Study for Randall County, TX; Compensation Consultant Services for Dallas Area Rapid Transit, TX; Competency Modeling and Succession Planning for Dallas Area Rapid Transit, TX; a Classification and Compensation Study for the City of Mont Belvieu, TX; a Compensation and Classification Study for the City of DeSoto, TX; a Compensation Study for the City of Galveston, TX; a Compensation and Classification Study and Organizational Review of the RSMU Department for Brazos River Authority, TX; a Compensation Study for the Montgomery County Emergency Communications District, TX; a Staffing Study for the City of Pflugerville, TX; a Compensation and Classification Study for the City of Seabrook, TX; a Compensation and Classification Study for the City of League City, TX; a Wage and Compensation Study for Jefferson County, TX; a Compensation and Classification Study for the City of Coppell, TX; a Salary Analysis for Fort Worth Housing Solutions, TX; a Staffing Analysis for Midwestern State University, TX; a Job Description and Compensation Study for the University of Texas at Tyler; a Faculty Pay, Workload, and Promotion Study for Midwestern State University, TX; a Human Resource Department Review for Sam Houston State University, TX; an Employee Compensation Study for Tarrant County College District, TX; an Update of Policies for Faculty Placement, Promotions, and Advancement for the Tarrant County College District, TX; a Compensation Study for the Metropolitan St. Louis Water District, MO; a Comprehensive Compensation Study for Shawnee County, KS; a Classification and Compensation and Race/Gender Equity Study for the City of Salina, KS; a Compensation Study for Grand County, CO; a Classification and Compensation Study for the City of Prescott, AZ; A Compensation Study for the City of Flagstaff, AZ; a Classification, Compensation, and Benefits Study for Yavapai County, AZ; a Wage Compensation Study Services for Northern Arizona Intergovernmental Public



Transportation Authority, AZ; a Performance Management Study for Northern Arizona Intergovernmental Public Transportation Authority, AZ; an Employee Engagement Survey for the Northern Arizona Intergovernmental Public Transportation Authority, AZ; Compensation Study Services to Skagit Transit, WA; an Employee a Compensation Study for the County of Montgomery, PA; a Comprehensive Classification and Compensation Study for the Kentucky League of Cities; a Compensation Study for the Knox County Sheriff's Office, TN; a Compensation Study for Western Reserve Transit Authority, OH; Compensation Consulting to Laketran, OH; a Job Classification and Compensation Study for the City of Baltimore, MD; a Compensation and Classification Study for Allegany County, MD; a Classification and Compensation Study for Loudoun County, VA; a Classification and Compensation Study for the City of Norfolk, VA; a Compensation and Benefits Study for GRTC Transit System, VA; a Comprehensive Compensation Study for Chesterfield County, VA; a Compensation and Classification Study for Research Triangle Regional Transportation Authority (GoTriangle), NC; a Compensation Study for Chapel Hill-Carrboro City Schools, NC; a Pay Equity Analytics Model for Fire and Police Staff for the City of Raleigh, NC; a Salary and Compensation Comparability Study for the Raleigh Housing Authority, NC; a Pay and Classification Study for Dorchester County, SC; a Compensation Study for Laurens County, SC; an Organizational Assessment of the HR Department for York County, SC; a Staffing Study for the City of Fayetteville, GA; a Classification and Compensation Study for the Hillsborough County Clerk of Court and Comptroller, FL; a Compensation Study for Highlands County, FL; a Classification and Compensation Study for DeSoto County, FL; a Classification and Compensation Study for the City of North Miami Beach, FL; a Compensation and Classification Study for the Town of Davie, FL; a Classification and Compensation Study for the Early Learning Coalition, FL; a Classification and Compensation Study for Palm Beach County, FL; a Classification and Compensation Study for the Leon County Sheriff's Office, FL; a Compensation Study for the City of Key West, FL; a Performance Evaluation Study for the City of Key West, FL; a Classification and Compensation Study for the Wakulla County Board of County Commissioners, FL; a Classification and Compensation Study for Franklin County, FL; a Compensation Plan Update for the Florida Sheriff's Association; a Classification and Compensation Study for the Monroe County Sheriff's Office, FL; a Compensation Study for Brevard County, FL; a Salary Survey for the City of Sopchoppy, FL; a Classification and Compensation Study for the City of Apalachicola, FL; a Compensation Study for the City of Fort Myers, FL; a Strategic Plan for the Leon County Clerk of the Court and Comptroller, FL; a Classification and Compensation Study for the Leon County Clerk of the Court and Comptroller, FL; a Classification and Compensation Study for the Town of Hilliard, FL; a Review of Compensation for the Fire Department for Sarasota County, FL; a Staffing Study for the Fort Myers Police Department, FL; a Staffing Study for the Leon County Sheriff's Office, FL; and a Classification and Compensation Study for Pinellas County, FL.

Mr. Holcombe holds a Bachelor Degree in Economics with a concentration in Behavioral Economics and Criminology from Florida State University.



**Project Consultant  
Ms. Nancy Berkley**

Ms. Nancy Berkley is the Vice President of Evergreen Solutions who has been with the firm for more than nine years. She has over 30 years human resources experience as an HR Director and Consultant demonstrating a thorough knowledge of multiple HR disciplines including, recruiting and staffing, workforce planning and retention, on-boarding, compensation and benefits, employee and labor relations, employee leave administration, voluntary and in-voluntary employee separations, performance management, employee surveys, organizational design and development, organization effectiveness, employee learning, training, and development, employee records administration and retention, and awards and recognition programs. She has consistently enhanced organizational capability by integrating HR with strategic business planning, development and assessment. She has provided individualized executive coaching and led HR team development and high-performance teams. She has led corporate change initiatives and built talent-rich organizations by strengthening people and integrating processes and has directed human resources in high-volume, transactional service organizations and high-level, consulting organizations. She has excellent conflict resolution, negotiation, and influencing skills.

Ms. Berkley possesses expertise in the following HR areas:

- Designing and implementing a shared service, centralized virtual staffing organization, increasing efficiency of staffing function for hiring managers.
- Analyzing and responding to employee relation trends—positively influenced work environments reducing employee complaints by ~90 percent.
- Consulting with senior leaders and successfully leading project teams to develop new policies, programs and tools—including total revision and communication of a company’s HR policies and practices to be in accordance with state and federal laws;
- Creating HR metrics reviews utilizing business goals and human resources information systems data—set improvement goals and developed action plans for unique business requirements.
- Conceptualizing and implementing complex workforce reduction plans—then redeployed ~50 percent of the affected employees.
- Representing companies in state and federal agency reviews, e.g. Office of Federal Contract Compliance Program (OFCCP) reviews—Equal Employment Opportunity Commission (EEOC) charges, workers compensation charges, and unemployment compensation claims.

A sample of some of the public sector projects in the State of Texas that Ms. Berkley has directed or served on the Evergreen Team includes: a Compensation Study for the City of Haskell, TX; a Classification and Compensation Study for the Town of Little Elm; a Human Resources



Department Assessment for the City of Buda; a Market Salary Update for the City of Buda; a Classification and Compensation Study for the City of Pflugerville; a Classification and Compensation Study for the City of Conroe; a Comprehensive Compensation and Classification Study for the City of Farmers Branch; a Classification and Compensation Study for the City of Portland; a Comprehensive Compensation and Benefits Study for the City of Rowlett; a Compensation Plan Study for the City of South Padre Island; a Classification and Compensation Study for the City of Lockhart; a Salary Compensation Study for Hood County; and a Compensation and Classification Study for Brazoria County; a Classification and Compensation Study for Burnet County, TX; and a Classification and Compensation Study for Kaufman County. **Note: She has directed more than 250 HR projects since joining Evergreen.**

Ms. Berkley has a Bachelor's Degree in Psychology from Florida State University.

**Project Consultant  
Mr. Rob Williamson**

Mr. Rob Williamson is a Project Manager with Evergreen. He brings more than 20 years of proven leadership experience serving both private and public sector clients. His diverse leadership includes time as a business owner, County Commissioner, CEO of a mid-sized water and wastewater treatment utility, Executive Director of a three-member regional water utility provider, and most recently, Manager of the Florida Association of Counties' 23-county insurance trust.

During his career, Mr. Williamson has served on boards of directors for more than two dozen public, private, civic and charitable organizations. This includes time as Chairman of the Santa Rosa County Board of County Commissioners, RESTORE Council, Tourist Development Council, Florida/Alabama Transportation Planning Organization and as a member of the Florida Gulf Consortium, Florida Association of Counties Executive Board, Leadership Santa Rosa, and the Institute for County Government to name a few. He is also a member of the Florida Rural Water Association.

Mr. Williamson helps organizations create new strategic pathways to solve complex problems. His areas of focus include policy development, strategic planning, change management, government services, transportation planning, master planning, tourism, RESTORE Act implementation and leadership development.

Some of the recent projects that Mr. Williamson has directed or been involved with include: a Job Market Survey for New Braunfels Utilities, TX; a Compensation Study for the Metropolitan St. Louis Water District, MO; a Compensation Study and Analysis for McLean County, IL; a Comprehensive Total Compensation Study for Cumberland County, PA; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Classification and Compensation Study for the City of Jackson, GA; a Compensation Study for Cherokee County, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and



Compensation Study for the City of Sylvester, GA; a Compensation Study for Cobb County-Marietta Water Authority, GA; a Classification and Compensation Study and Analysis for Clayton County Water Authority, GA; a Compensation Study for Douglasville-Douglas County Water and Sewer Authority, GA; a Classification and Compensation Study for the City of Vienna, GA; a Classification and Compensation Study for the City of Auburn, AL; a Compensation and Benefits Study for the City of Mobile, AL; a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for the Lake Apopka Natural Gas District, FL; a Classification and Compensation Study for the City of Apalachicola, FL; a Compensation Study for the City of New Port Richey, FL; a Compensation Study for the City of Bradenton, FL; a Classification and Compensation Study for the Manatee County Sheriff's Office, FL; a Compensation Study for the Marion County Property Appraiser, FL; a Classification and Compensation Study for Dare County, NC; and a Compensation Study for the City of Orangeburg, Department of Public Utilities, SC.

Mr. Williamson has certifications from the Cambridge Leadership Institute and the Kenan-Flagler Business School Leadership Institute and possesses a Bachelor of Science Degree in Sociology from Florida State University.

**Project Consultant**  
**Ms. Kelli Bracci**

Ms. Kelli Bracci, CPM, is a Consultant with Evergreen Solutions. She has a Bachelor's of Science in Education from Georgia Southern University and a Juris Master from Florida State University's College of Law with a concentration in Human Resources and Legal Risk Management. She is a Certified Public Manager (CPM).

Ms. Bracci began her career working in the classroom as a teacher before transitioning to state government. After 11 years with the state, she transitioned to the private sector with Evergreen Solutions, LLC. She is experienced in classification and compensation, employee engagement, relationship management, process improvement, supervisory and leadership development, organizational change management, project coordination, and effective communication. She deeply believes that HR is integral in creating a positive culture in every organization.

Some of the public sector projects that Ms. Bracci has recently been involved with include: a Compensation and Classification Study for the City of Coppell, TX; a Compensation and Classification Study for the City of Seabrook, TX; a Compensation and Classification Study for the City of League City, TX; a Compensation and Classification Study for the City of DeSoto, TX; a Classification and Compensation Study for Randall County, TX; a Compensation and Classification Study for the City of Texas City; a Classification, Compensation, and Benefits Study for Yavapai County, AZ; a Classification and Compensation and Race/Gender Equity Study for the City of Salina, KS; Classification and Compensation Consulting Services to the City of Clarksville, TN; a Classification and Compensation Study for the Town of Strasburg, VA; a Compensation and Classification Study for Mecklenburg County, VA; a Classification and Compensation Study for the City of Norfolk, VA; a Classification and Compensation Study for the City of Falls Church, VA; a Comprehensive Compensation Study for Chesterfield County and



Chesterfield County Public Schools, VA; a Classification and Compensation Study for Mary Baldwin University, VA; a Classification and Compensation Study for the Charles County Circuit Court, MD; a Classification and Compensation Study for the City of Murfreesboro, TN; a Compensation Study for Western Reserve Transit Authority, OH; a Classification System and Pay Plan Development Study for Franklin County, NC; a Classification and Compensation Study for Jackson County, NC; a Position Classification and Revision Project for Harnett County, NC; a Comprehensive Classification and Compensation Study for the City of Fayetteville, NC; a Comprehensive Classification and Compensation Study for Halifax Community College, NC; a Classification and Compensation Study for the City of Myrtle Beach, SC; a Classification and Compensation Study for the Pasco County Clerk and Comptroller, FL; a Classification and Compensation Study Analysis for Marion County FL; a Compensation and Benefits Study for the City of Sebastian, FL; a Classification and Compensation Study for Jackson County, FL; a Classification and Compensation Study for DeSoto County, FL; a Classification and Compensation Study for Indian River State College, FL; a Classification and Compensation Study for the Manatee County Sheriff's Office, FL; a Compensation Plan Update for the City of Garden City, GA; a Classification and Compensation Study for the City of Suwanee, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study for the City of Thomasville, GA; and a Classification and Compensation Study for the City of Auburn, AL.

**Project Consultant  
Mr. Peter Backhaus**

Mr. Peter Backhaus is a Senior Analyst with Evergreen Solutions. He is able to apply his knowledge and skills as a Senior Analyst for Evergreen, through various functions including: conducting market research and collecting compensation data, running regression analyses, and recommending appropriate pay grades.

Mr. Backhaus began his career working in sales through various markets. He quickly transitioned into a role with Verizon's most prominent partner as an account manager, focusing on business relationships and growth in the Tallahassee area. Most prominently in his sales path, he joined a startup in Tallahassee as the sales manager to lead a team through client growth and retention, while also developing outbound strategy for adopting new verticals for the company. With the startup, projected targets were exceeded, and several notable clients were guided to successful business paths. He strongly values the relationships developed with his clients and communication through all modes of life.

Some of the recent public sector projects that Mr. Backhaus has been involved with include: a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Compensation Study for Cherokee County, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and Compensation Study for the City of Sylvester, GA; a Compensation Study for Cobb County-Marietta Water Authority, GA; a



Classification and Compensation Study and Analysis for Clayton County Water Authority, GA; a Compensation Study for Douglasville-Douglas County Water and Sewer Authority, GA; a Classification and Compensation Study for the City of Vienna, GA; a Classification and Compensation Study for the City of Auburn, AL; a Compensation and Benefits Study for the City of Mobile, AL; a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for the Lake Apopka Natural Gas District, FL; a Classification and Compensation Study for the City of Apalachicola, FL; a Compensation Study for the City of New Port Richey, FL; a Compensation Study for the City of Bradenton, FL; a Compensation Study for the Marion County Property Appraiser, FL; a Classification and Compensation Study for the Manatee County Sheriff's Office, FL; a Compensation Study for the City of Orangeburg, Department of Public Utilities, SC; a Compensation Study for the Metropolitan St. Louis Water District, MO; a Compensation Study for the City of Jefferson, MO; a Compensation Study and Analysis for McLean County, IL; a Classification and Compensation Study for Dare County, NC; a Comprehensive Total Compensation Study for Cumberland County, PA; and a Job Market Survey for New Braunfels Utilities, TX.

Mr. Backhaus has a Bachelors of Science in Economics with Minors in Sociology and Communication.



**Note:** A team of experienced analytical and clerical support staff will contribute to this study, as needed.





*Section 4.0*  
*Work Plan and Methodology*



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## 4.0 *Work Plan and Methodology*

In this section we provide you with our approach and methodology for conducting the Compensation and Classification Study for the City of Denton; a detailed work plan— identifying the tasks, activities, and milestones necessary to accomplish the deliverables listed in the scope of work of the Request for Proposal; and a proposed timeline.

### 4.1 Approach and Methodology

Evergreen Solutions is uniquely qualified to conduct a Compensation and Classification Study for the City of Denton as our team includes recognized experts in local government human resources management and understands that there is not a “one size fits all” solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations. Specifically, we have developed a methodology that:

- focuses on market competitiveness;
- is based on the organization’s compensation philosophy;
- recognizes that compensation is comprised of more than just base pay levels;
- reflects changes in recent compensation strategies;
- designs custom solutions that take into account the diversity of needs present in the organization and allows you to select the components and options that best meet your overall needs; and
- produces a structure that improves the organization’s ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.

We will work closely with the City’s designated Project Manager, City’s Leadership, and the Human Resources Department staff throughout the process to ensure constant communication of issues, concerns, and potential outcomes. We work closely with your staff to gain a solid understanding of your current operational realities, challenges, and desired outcomes. Moreover, Evergreen will work with you to balance your need to meet your performance goals while carefully managing your resources.

Compensation management has undergone significant transformation in the private sector and over time public sector organizations have mirrored these changes. While compensation once centered on the separate administration of base pay and core benefits, a shift has occurred that has transformed compensation management.



**Kick Off Meeting**

Progressive organizations now recognize that to effectively recruit, reward, motivate, and retain employees, compensation management requires strategic thinking and planning. Compensation management must support an organization's overall strategic direction. To accomplish this, effective organizations design a compensation philosophy that details where an organization wants to be in relation to the market in key areas. These key areas include cash compensation, benefits, and work/life balance. Compensation is thus a reflection of the organization's philosophy.

Evergreen realizes that we will need to tailor our approach to fit the operating, fiscal, and competitive needs of the organization. Recommendations must always reflect competitive needs while supporting the organization's overall mission.

Listed below is an overview of the typically recommended approach that Evergreen takes when conducting a study of this nature.

Evergreen begins each engagement by meeting with our client's leadership team. Frequently, this initial meeting will accomplish several goals, including:

- finalizing the project work plan;
- identifying milestone and deliverable dates;
- gaining insight into the management structure and approach;
- collecting classification and compensation data;
- identifying additional data needs; and
- developing preliminary schedules for subsequent tasks.

At this time, we will also request a copy of the employee database that reflects current classification and compensation data.

**Communication Plan**

Communication is a critical component of any Compensation and Classification Study. Communicating with employees directly and early in the process builds support for the process and the accompanying outcomes. As part of our communication plan, we meet first with key project staff to fully understand the nature and scope of the project. The results of these meetings are then communicated to employees during the project outreach through employee orientation sessions, focus groups, and interviews. Regular updates are provided to the client's Project Manager and can be posted on the client's intranet site, if available and desired. Additionally, the communication plan for the distribution of the end product, particularly how the results will be distributed to employees, is also critical.

**Employee Orientation and Focus Groups**

Based on client feedback and a review of best practices, we have designed an orientation curriculum that provides employees insight into the process as well as provides a forum for answering questions and soliciting participation. Following the orientation sessions, we begin the focus group process. Focus groups are used to gain detailed insight into employee perceptions, concerns, and issues. The protocol for the sessions is provided to your project team in advance and refined to meet your needs.



**Department Head Interviews**

We have found that employee orientation sessions and focus groups are critical venues for building employee participation and buy-in. Since they take place at the outset of the project, they are a critical introduction to the project and the question and answer formats allow employees to become engaged in the process. During these sessions, Evergreen's consultants can also help to manage expectations since some employees may have unrealistic expectations based on anecdotal information.

Evergreen staff conduct one-on-one interviews with department heads and/or senior management (in addition to any other employees the client determines is necessary) to identify challenges for consideration. These interviews will allow our staff to add details to our understanding of the organization and its needs. They also allow our consultants the opportunity to better understand the organizational structure of each department as well as the unique recruiting and retention issues that may be present in each department. Frequently, department directors and senior management serve as invaluable resources in explaining how internal equity relationships have evolved over time and explaining the nuances between the differences in jobs.

**Job Assessment Tool and Management Issue Tool**

Another important activity undertaken at this time is the distribution of Evergreen's Job Assessment Tool© (JAT). These questionnaires are central components of the job evaluation process. The JAT asks a series of questions regarding an employee's job that captures the nature of the job and how it interacts with work within the organization.

The JAT contains questions that ask about each of the following areas:

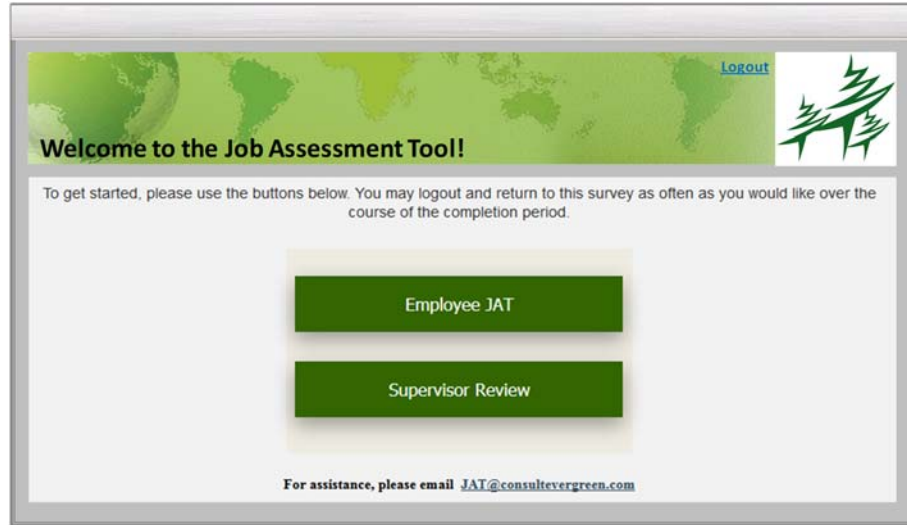
- scope of duties;
- complexity of work;
- supervision received and exercised;
- physical requirements;
- financial responsibilities;
- analytical/mental requirements;
- knowledge and skills required for the job; and
- level of responsibility/reporting relationships.

Evergreen will contact the client's Project Manager should there be a need to clarify question responses or issues with information collected from the JAT. Due to budgetary constraints faced by many of our clients, we have designed the JAT as a web-based tool so that data can be collected electronically. If requested, we can also provide a paper-based version of the tool.

**Exhibit 4-1** below depicts a screenshot of the JAT home screen showing the levels of access for a Supervisor. Supervisors have access to their own surveys in addition to the ability to review and approve the surveys of their direct reports. The supervisor review process ensures validation of the JAT data collected from employees and prevents comments made by employees from being taken out of context.



**Exhibit 4-1**  
**Supervisor's JAT Home Screen**



Source: Evergreen Solutions, 2021

**Exhibit 4-2** illustrates how Evergreen uses the JAT to collect functional details of employee's jobs. Seeking to understand how employees summarize their responsibilities in their own words allows our analysis to expand beyond what may be conveyed in a traditional job description. An informal survey of municipal employees revealed that 90 percent felt that the job descriptions held on file with their employers were inaccurate or incomplete representations of their duties. Understanding this, Evergreen designed the JAT to fill in those gaps to ensure that the entirety of an employee's job is analyzed within the context of the study.



## Exhibit 4-2 Job Description and Responsibilities

The screenshot shows a web form titled "Basic Job-Related Information" with a "Logout" link and a logo in the top right. The form is divided into several sections:

- Job Introduction:** A text area for a brief overview of the job, with a 2000-character limit.
- Type of Work:** A section where users select the best level that describes their work from five radio button options:
  - Clerical/Manual - Perform a variety of office and administrative support duties OR unskilled, labor-intensive tasks.
  - Laborer/Trade-Based Occupations - Performs work necessitating repetitive operations with their hands, physical skill and energy.
  - Technical/Paraprofessional - Performs tasks requiring a solid understanding of basic algebra and statistics OR use of heavy equipment.
  - Administrator - Performs tasks directly related to the management or general business operations. Exercises discretion and judgment with matters of significance.
  - Managerial/Professional - Performs tasks requiring advanced knowledge, which is predominantly intellectual in nature, OR tasks related to the control or administration of part of the organization.
  - Executive/Advanced Professional - Performs tasks related to managing the organization, or managing a department OR perform work requiring highly advanced knowledge.
- Education and Experience:** Two dropdown menus labeled "Education" and "Experience", both currently set to "-Select One-".
- Licenses and Certifications:** A text area for listing any licenses, certifications, or professional designations, with a 255-character limit.

A green "SAVE" button is located at the bottom center of the form.

Source: Evergreen Solutions, 2021

**Exhibit 4-3** shows a similar page in which employees are asked to list the Essential Functions of their job. These are the tasks and activities that define the classification and make it unique. Gathering information such as this allows Evergreen to assess the validity of the present classification structure and identify classifications or individuals within classifications that need to be restructured or reclassified.



### Exhibit 4-3 Job Functions

Source: Evergreen Solutions, 2021

In addition to the JAT, Evergreen will also distribute our Management Issues Tool (MIT). The MIT is distributed to supervisors and managers and is used to collect specific information from supervisors and managers related to such issues as recruitment and retention problems, classification issues, pay equity issues, problems with titles, and other related issues. Each MIT will be logged and a specific response will be provided. The MIT process is designed to allow supervisors and managers to give direct input into the process and they serve as “red flags” to Evergreen staff during the analysis portion of the project.

#### Preliminary Assessment

As a starting point for analysis, Evergreen’s project consultants review the client’s database in comparison to the pay plan and information collected from the JATs to produce a preliminary assessment. The preliminary assessment summarizes the strengths and weaknesses of your human resource management system. The compensation analysis focuses on the number of pay grades, range widths, percentage differences between grades, step plans versus open range plans, and the expected time to reach full job competency. The overall analysis focuses on structure, movement, and equity (internal) as well as specific concerns such as turnover, longevity,



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	<p>compression, and range anomalies. The issues we identify in the assessment become core considerations in creating the potential solutions later in the process.</p>
<b>Job Evaluation</b>	<p>The next step in the process is to review responses to the JATs and identify any possible misclassifications. Once the review of the JATs has been completed, Evergreen's consultants will evaluate all jobs on each of the compensatory factors, score each position, and determine if there is any need for further investigation of specific positions. If serious discrepancies exist, Evergreen's consultants will work directly with the Client Project Manager to resolve any issues.</p>
<b>Compensation</b>	<p>Once work has been properly classified, changes in the current classification system rankings can be recommended. Our goal is to produce a classification system that reflects the internal equity relationships suggested by the JAT scoring conducted earlier.</p> <p>Our approach to compensation analysis is based on the belief that compensation should be organization-specific, fair, equitable, and directly tied to strategic goals. To ensure that all these criteria are met, we will conduct an extensive analysis on the relevant labor market, the internal structure and inter-relatedness of jobs within the organization, and the relative worth of jobs within the organization vis-à-vis the compensation philosophy.</p> <p>The most traditional component of a total compensation program is base pay (fixed pay). However, inclusion of benefits in total compensation strategy is not a new concept. Provision of benefits was originally a recruitment tool, though over time the provision of core benefits has become an expectation. Research shows that public sector organizations commonly use superior benefits packages as a way to offset structural disadvantages in base pay. The purpose of the survey is to collect information for comparison to current offerings, and making recommendations for change consistent with the parameters of the organization's compensation philosophy.</p>
<b>Market Survey</b>	<p>A key component of assessing compensation is to consider market position, which is sometimes referred to as external equity or competitiveness. Evergreen's consultants wait until well into the classification analysis to design the market survey to ensure that jobs are understood, anomalies in classification characteristics are documented, and sufficient input has been received. The market survey will obtain standard range information related to minimum, midpoint, and maximum salaries. Data collection will focus on the public sector, but will include information from the private sector where applicable. Further, we will look to include any employers to whom the organization has recently lost employees.</p>
<b>Benchmarks</b>	<p>One of the most important components of the external assessment is in the selection and utilization of benchmark positions for the labor market survey. We will work with the client to identify the appropriate number of benchmark positions to best suit the client's needs in the labor market survey. Based on our experience, we have found that it is simply not practical to survey all</p>





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<b>Targets</b>	<p>positions within the organization—the resulting surveys become too cumbersome for labor market peers to complete, and the response rate on the whole suffers. We ensure, through multiple checks and balances, that the benchmark positions chosen will represent a broad spectrum of positions across the organization, from all job families, pay levels, and functional areas.</p> <p>To conduct an external labor market assessment, we work with the client to identify the most appropriate targets to survey. Evergreen selects peer organizations based on the local labor competition, regional markets, and class-specific markets. Peer organizations should be those organizations that compete with the client for labor in at least one job family. An appropriate mix of peers in the public and private sectors will be included in the survey, and if necessary, augmented with published secondary data sources.</p> <p>Typically, Evergreen waits until the outreach process has been completed to identify the complete list of market peers. This is because we often will uncover specific information during the focus group and interview sessions that identifies potentially critical survey targets. Ideally, we would like to work with the client after the outreach has been concluded to identify the final list of potential market peers.</p> <p>An important factor of our methodology is that the client has the final approval of all aspects of the study. We will not proceed with the analysis unless the client is completely comfortable with the survey targets chosen. Often, there are different factors impacting an organization, such as proximity to a major metropolitan area, technology corridor, or specific market (i.e., military base), that have a direct effect on its ability to recruit and retain employees in specific positions. These factors have to be taken into account when selecting survey targets. Once the targets are selected and approved, the survey instrument is developed and sent to the client for final approval. Subsequent to client approval, the survey is then distributed to the targets in both paper and electronic formats.</p> <p>Evergreen uses a four-fold method of communicating with respondents. Our staff notifies the target group that the survey is being sent or made available, confirms receipt, and encourages participation. Once the data are received, they are cleaned, validated, and summarized. A separate report is issued that shows the results of the salary survey.</p>
<b>Unifying the Solution</b>	<p>After determining the appropriate division of work and market position, the compensation structure can be created. There is not a single, perfect solution for every client partner. The nuances and unique characteristics of each client necessitate a customized solution to best meet the organization's needs.</p> <p>The Evergreen Team has considerable experience in developing multiple solutions and working with client partners to determine the one that best meets their needs. Our analytical team uses a variety of tools to produce various potential solutions: regression analysis, market thresholds, and</p>



**Compensation  
Administration  
Guidelines**

other human resource models. Several major options are presented to the client's team before the implementation plan is created.

It is at this stage in the process that we typically meet with the client to identify the direction of the final solution. We will present to the client a draft report for review and comment. We typically ask the client to examine the draft solution objectively and provide insights and recommendations on the direction of the report. When this process is completed, Evergreen's consultants will proceed with the final solution. The solution also contains information regarding fiscal impact and implementation.

In order for clients to maintain the recommended compensation system, Evergreen develops compensation administration guidelines for use by the client after completion of the study. The guidelines will include recommendations on installation and continuing administration of the system. The team first conducts a review of current practices and procedures then assesses their effectiveness, compliance with legal guidelines, and applicability to the recommended system.

Once this review and assessment are complete, revisions to the current practices and/or new guidelines can be recommended, as needed. At a minimum, the recommendations will address areas such as:

- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay and benefits;
- how often to adjust pay scales and survey the market;
- timing of implementation; and
- how to keep the system fair and competitive over time.

**System  
Maintenance**

Our goal is to produce recommendations that are effective and that can be maintained by our clients. We are strongly committed to providing transparent and replicable solutions. In essence, when we complete our core assignment, our goal is that our client's staff can maintain and update the system on their own. We are readily available to provide assistance, but our goal is to give our clients all the tools and training that are needed. Towards this end we will provide the Human Resources Department with all necessary tools and training to maintain the system over time.

Based on client needs and industry best practices, Evergreen has developed a compensation and classification maintenance tool to assist our clients with implementing, managing, and updating the solutions: **JobForce Manager**. This tool allows our clients to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs. By automating these tasks, **JobForce Manager** allows our clients to not only streamline, but also increase the fairness and transparency of regular compensation and classifications tasks after solution implementation.



**Performance Evaluation**

**Exhibit 4-4** displays the interface from *JobForce Manager* for determining a positions pay grade; additional features include a job scoring tabulation sheet, market survey results database and summary report, pay plan report, and employee salary calculators for modeling fiscal impacts of compensation changes at the employee level. All data and reports are downloadable and printable, so they can be provided to key decision makers.

Over time, the public sector has shown an increased awareness of the necessity of conducting regular performance evaluations and linking those evaluations to compensation management. The Evergreen Solutions team has worked with numerous public sector clients in developing and implementing performance evaluation systems as well as alternative reward strategies that incorporate the unique environment and circumstances of our client partners.

**Exhibit 4-4**  
**JobForce Manager Tool**

Pay Plans	Scoring/Slotting	Compensation	Market	Account						
Download Data Grid Edit										
CURRENT TITLE ▲	PAY PLAN	JAT SCORE	REGRESSION MIDPOINT	MARKET MIDPOINT	POSITION MIDPOINT (SELECT)	GRADE	MINIMUM	MIDPOINT	MAXIMUM	
Accounting Specialist II	ESP	212.5	\$30,100.27	\$31,220.80	\$31,508.69	105	\$22,702.21	\$31,508.69	\$40,315.17	Edit
Accounting Specialist III	ESP	281.3	\$39,058.27	\$34,379.43	\$40,213.96	110	\$28,974.42	\$40,213.96	\$51,453.51	Edit
Accounting Specialist IV	ESP	306.3	\$42,315.73	\$40,166.80	\$44,335.90	112	\$31,944.29	\$44,335.90	\$56,727.50	Edit
Accounting Supervisor	ESP	500.0	\$67,561.02	\$69,350.91	\$68,779.53	121	\$49,556.08	\$68,779.53	\$88,002.97	Edit
Acquisition Specialist	ESP	306.3	\$42,315.73	\$41,595.60	\$44,335.90	112	\$31,944.29	\$44,335.90	\$56,727.50	Edit
Administrative Aide	ESP	312.5	\$43,130.09	\$36,624.74	\$44,335.90	112	\$31,944.29	\$44,335.90	\$56,727.50	Edit
Administrative Recording Secretary	Professional	381.3	\$52,088.10	\$40,994.30	\$58,245.16	212	\$46,596.13	\$58,245.16	\$69,894.19	Edit
Administrative School Secretary I	ESP	206.3	\$29,285.91	\$31,619.17	\$33,084.13	106	\$23,837.32	\$33,084.13	\$42,330.93	Edit
Administrative School Secretary II	ESP	231.3	\$32,543.36	\$35,996.59	\$34,738.33	107	\$25,029.19	\$34,738.33	\$44,447.48	Edit
Administrative School Secretary III	ESP	256.3	\$35,800.82	\$37,701.80	\$38,299.01	109	\$27,594.68	\$38,299.01	\$49,003.35	Edit
Administrative Secretary I	ESP	231.3	\$32,543.36	\$32,190.02	\$33,084.13	106	\$23,837.32	\$33,084.13	\$42,330.93	Edit
Administrative Secretary I	ESP	206.3	\$29,285.91	\$32,190.02	\$33,084.13	106	\$23,837.32	\$33,084.13	\$42,330.93	Edit
Administrative Secretary II	ESP	231.3	\$32,543.36	\$33,919.04	\$34,738.33	107	\$25,029.19	\$34,738.33	\$44,447.48	Edit
Administrative Secretary II	ESP	231.3	\$32,543.36	\$33,919.04	\$34,738.33	107	\$25,029.19	\$34,738.33	\$44,447.48	Edit
Administrative Secretary III	ESP	256.3	\$35,800.82	\$35,971.01	\$38,299.01	109	\$27,594.68	\$38,299.01	\$49,003.35	Edit
Administrative Specialist	Professional	231.3	\$32,543.36	\$43,762.63	\$39,422.62	204	\$31,538.09	\$39,422.62	\$47,307.14	Edit
Administrative Specialist-School Food Services	Professional	275.0	\$38,243.91	\$42,861.08	\$45,636.61	207	\$36,509.29	\$45,636.61	\$54,763.93	Edit

Source: Evergreen Solutions, 2021



## 4.2 Detailed Work Plan

The detailed work plan that Evergreen proposes to use to conduct a Compensation and Classification Study for the City of Denton is provided in this section. Evergreen understands that the City has approximately 1786 employees that will be included in the study as well as 50 classifications for the job analysis.

Our work plan consists of the following 11 work tasks and pertains to Option A of the scope of work. Option B includes preparing recommendations for compensation policies, a strategy for an updated compensation system with the lowest financial impact, and training to the Management Team on the utilization and maintenance of the recommended system (i.e., Evergreen's JobForce Manager).

- Task 1: Project Initiation
- Task 2: Evaluate the Current System
- Task 3: Collect and Review Current Environment Data
- Task 4: Evaluate and Build Projected Classification Plan
- Task 5: Identify List of Market Survey Benchmarks and Approved List of Targets
- Task 6: Conduct Market Salary Survey and Provide External Assessment Summary
- Task 7: Develop Strategic Positioning Recommendations
- Task 8: Conduct Solution Analysis
- Task 9: Develop and Submit Draft and Final Reports
- Task 10: Develop Recommendations for Compensation Administration
- Task 11: Develop a Merit-Based Performance System

### Task 1.0 Project Initiation

#### TASK GOALS

- Finalize the project plan with the City.
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final time line for all project milestones and deliverables.

#### TASK ACTIVITIES

- 1.1 Discuss with the City's designated Project Manager and executive management the following objectives:
- the classification and pay plan study process;
  - understand mission and current compensation philosophy;
  - review our proposed methodology, approach, and project work plan to identify any necessary revisions;



**Task 2.0  
Evaluate the  
Current System**

- reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and
  - establish an agreeable communication schedule.
- 1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the City and some of the short- and long-term priorities. This activity serves as the basis for assessing where the City is going and what type of pay plan will reinforce current and future goals.
- 1.3 Obtain relevant materials from the City, including:
- any previous projects, research, evaluations, or other studies that may be relevant to this project;
  - organizational charts for the departments and divisions, along with related responsibility descriptions;
  - current position and classification descriptions, salary schedule(s), and classification system; benefits information; and
  - personnel policies and procedures, including step placement policies.
- 1.4 Review and edit the project work plan and submit a timeline for the completion of each project task.
- 1.5 Provide the CPM with status reports throughout the study.

**KEY PROJECT MILESTONES**

- Comprehensive project management plan
- Comprehensive database of City staff

**TASK GOAL**

- Conduct a comprehensive preliminary evaluation of the existing compensation plan(s) for the City.

**TASK ACTIVITIES**

- 2.1 Obtain the existing pay structure and compensation philosophy (if any). Review the existing pay structure and look for potential problems and issues to be resolved.
- 2.2 Determine the strengths and weaknesses of the current pay plan(s) and structure for the City.



**Task 3.0  
Collect and Review  
Current  
Environment Data**

- 2.3 Address any pay compression issues that may exist and discuss possible solutions.
- 2.4 Complete an assessment of current conditions that details the pros and cons of the current system for the City as well as highlights areas for potential improvement in the final adopted solution.

**KEY PROJECT MILESTONES**

- Review of existing compensation plan(s)
- Pay compression issues and solutions
- Assessment of current conditions

**KEY PROJECT MILESTONE**

- Classification framework

**TASK GOALS**

- Conduct statistical and anecdotal research into the current environment within the City.
- Guide subsequent analytical tasks.

**TASK ACTIVITIES**

- 3.1 Schedule and conduct employee orientation sessions for the employees within the 50 classifications that are included in the job analysis to describe the scope of work and methodology.
- 3.2 Interview department directors/managers to obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.
- 3.3 Hold focus groups with a sample of employees representing the 50 classifications to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.
- 3.4 Work with the CPM to administer a job evaluation tool and method for obtaining supervisory comments. Our staff utilizes a web-based tool for data collection, if requested by the City. Paper copies can be provided for classifications without computers or Internet access.
- 3.5 Review any data provided by the City that may provide additional relevant insight.



**Task 4.0  
Evaluate and Build  
Projected  
Classification Plan**

**KEY PROJECT MILESTONES**

- Job evaluation tool distribution
- Department director/manager interviews
- Employee focus groups and orientation sessions

**TASK GOALS**

- Identify the classification of 50 positions utilizing the approved method for job evaluation.
- Characterize internal equity relationships of the 50 positions within the City.

**TASK ACTIVITIES**

- 4.1 Review the 50 draft class specifications included in the study with the CPM.
- 4.2 Review the work performed by each classification and score based on job evaluation. Include an evaluation of supervisory comments.
- 4.3 Review job evaluation scores and identify the classification of positions.
- 4.4 Schedule and conduct additional follow up with employees for jobs where uncertainty exists over data obtained from job evaluation.
- 4.5 Develop preliminary recommendations for the classification structure and discuss with the CPM. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the job evaluation scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped and spacing between jobs would be determined.
- 4.6 Review recommendations with the CPM.

**KEY PROJECT MILESTONES**

- Job evaluation scores by class
- Recommended classification changes
- Preliminary job structure based on internal equity



**Task 5.0  
Identify List of  
Market Survey  
Benchmarks and  
Approved List of  
Targets**

**TASK GOALS**

- Reach an appropriate number and identify the proper benchmark positions for the external labor market assessment of salary.
- Identify and develop a comprehensive list of targets for conducting a successful external labor market assessment of salary.

**TASK ACTIVITIES**

- 5.1 Identify, from the initial review, a list of classifications (benchmarks) to include in the labor market survey. **Note:** Evergreen will work with the CPM to select up to 150 classifications to use as benchmarks for the salary survey.
- 5.2 Finalize the list of positions with the CPM.
- 5.3 For each employee group review with the CPM peer organizations (i.e., peer municipalities) to use as targets for the salary survey. **Note:** Evergreen will work with the CPM to select up to 20 targets for the salary survey.
- 5.4 Develop a preliminary list of organizations for the external labor market survey of salary, placing a comparative emphasis on characteristics such as:
  - size of the organization;
  - geographic proximity to the Denton area;
  - economic and budget characteristics; and
  - other demographic data.
- 5.5 Develop a list of survey targets by employee group. Develop a system for use of secondary data including potential sources and weighting of secondary data, if necessary.
- 5.6 Review survey methodology with the CPM and refine survey methodology prior to distribution of survey.
- 5.7 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

**KEY PROJECT MILESTONES**

- Final list of benchmark positions for the external labor market assessment salary survey
- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts





**Task 6.0  
Conduct Market  
Salary Survey and  
Provide External  
Assessment  
Summary**

**TASK GOALS**

- Conduct the external labor market salary survey.
- Provide a summary of the market salary survey results to the CPM.

**TASK ACTIVITIES**

- 6.1 Prepare a customized external labor market salary survey for the CPM's approval. Discuss questions and categories for the market survey.
- 6.2 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 6.3 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 6.4 Collect and enter survey results into Evergreen's electronic data analysis tools.
- 6.5 Validate all data submitted.
- 6.6 Develop summary report of external labor market salary assessment results.
- 6.7 Submit summary report of external labor market salary assessment results to the CPM.

**KEY PROJECT MILESTONES**

- Market survey instrument
- Benefits survey instrument
- Summary report of external labor market salary and benefits assessment results

**Task 7.0  
Develop Strategic  
Positioning  
Recommendations**

**TASK GOALS**

- Assess the appropriateness of the current compensation philosophy for the City.
- Develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

**TASK ACTIVITIES**

- 7.1 Identify the compensation philosophy and accompanying thresholds.



**Task 8.0  
Conduct Solution  
Analysis**

- 7.2 Using the market salary survey data collected in **Task 6.0**, and the classification data reviewed in **Task 4.0**, recommend the appropriate pay plan(s) for the City.
- 7.3 Identify highly competitive positions within the City and customize recommendations for compensation where required.
- 7.4 Produce a pay plan for the City that meets its needs from an internal and external equity standpoint.

**KEY PROJECT MILESTONES**

- Proposed compensation strategic direction, taking into account internal and external equity
- Plan for addressing unique, highly competitive positions

**TASK GOALS**

- Conduct analysis comparing job evaluation values.
- Survey results for the benchmark positions.
- Produce several possible solutions for implementation.

**TASK ACTIVITIES**

- 8.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan for the City.
- 8.2 Place all classifications into pay grades based on **Task Activity 8.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 8.3 Create implementation solutions for consideration that take into account the current position of the City as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.
- 8.4 Meet with the CPM to discuss the potential solutions.
- 8.5 Determine the best solution to meet the needs of the City in the short-term and long-term.
- 8.6 Document the accepted solution.

**KEY PROJECT MILESTONES**

- Initial regression analysis
- Potential solutions
- Documented final solution



**Task 9.0  
Develop and  
Submit Draft and  
Final Reports**

**TASK GOALS**

- Develop and submit a draft and Final Report of the Compensation and Classification Study to the City of Denton.
- Present the Final Report.

**TASK ACTIVITIES**

- 9.1 Produce a comprehensive draft report that captures the results of each previous step. Provide the CPM a draft final report that includes the costs associated with all recommendations as well as a phased approach to address recommendations.
- 9.2 Make edits and submit necessary copies of the Final Report to the CPM for review and approval.
- 9.3 Present the Final Report to Human Resources staff and Executive Management.
- 9.4 Develop a communication plan for sharing study results with employees of the City.
- 9.5 Develop a plan for maintaining recommendations over time.

**KEY PROJECT MILESTONES**

- Draft and final reports
- Final presentation
- Communication plan
- Implementation and maintenance database

**Task 10.0  
Develop  
Recommendations  
for Compensation  
Administration**

**TASK GOAL**

- Develop recommendations for continued administration by City staff to sustain the recommended compensation and classification system.

**TASK ACTIVITIES**

- 10.1 Develop recommendations and guidelines for continued administration and maintenance of the classification and compensation system by City staff, including recommendations and guidelines related to:
- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
  - how to pay employees whose base pay has reached the maximum of their pay range or value of their position;



**Task 11.0  
Develop a Merit-  
Based  
Performance  
System**

- the proper mix of pay and benefits;
- how often to adjust pay scales and survey the market;
- the timing of implementation; and
- how to keep the system fair and competitive over time.

10.2 Recommend recruitment/retention strategies, where appropriate.

10.3 Present recommendations to the CPM for review.

10.4 Finalize recommendations.

**KEY PROJECT MILESTONES**

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies

**TASK GOALS**

- Design a merit-based performance system/process.
- Create performance evaluation tools.

**TASK ACTIVITIES**

11.1 Discuss with the CPM and Internal Team the type of performance system/process that will support the City's compensation practices and principles.

11.2 Review, recommend, and provide solutions for a merit-based performance management system.

11.3 Design a new performance management system and effective performance evaluation tools to evaluate employees.

11.4 Discuss with the CPM evaluation procedures and processes that should be followed by employees regarding the new system.

11.5 Create a new annual merit evaluation tool for employees to use that will tie to the classification and compensation system.

**KEY PROJECT MILESTONE**

- New merit-based performance system and tools



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### 4.3 Proposed Timeline

Evergreen possesses the ability, staff, skills, and tools to conduct the Compensation and Classification Study (i.e., option A) for the City of Denton in five months of the project start date and following the signing of the contract. This is based on a tentative start date of October 1, 2022, and a completion date of February 28, 2023, which is within the recommended timeline in the RFP. Evergreen can conduct option B in 1.5 months with a start date of March 1, 2023, and a completion date of April 15, 2023.

This proposed timeline can be modified in any way to best meet the needs of the City.



*Section 5.0*  
*Price Proposal*



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## 5.0 Price Proposal (Revised)

Evergreen Solutions, LLC is pleased to present our proposed price to conduct Compensation and Classification Study for the City of Denton. We are committed to providing the highest quality consulting services to our client partners for a reasonable price. Our firm is fortunate that our overhead is minimal and our expenses are reasonable so we can pass that cost savings on to our clients.

Our total, not-to-exceed, fixed price to complete tasks identified in our detailed work plan in **Section 4** of our proposal is **\$62,565 for Option B** and **\$23,765 for Option A**. Our price is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. Our price includes two onsite visits to Denton to perform the requested work as most of the work can be conducted virtually. Our price to provide an annual review and update of the market analysis with a final report and training is \$9,500. Our pricing for future individual job description grading on an as-needed basis is \$350 per job which doesn't include meeting with employees.

Our preferred payment schedule is as follows:

- 25% - upon completion of Tasks 1 – 2
- 25% - upon completion of Tasks 3 – 4
- 25% - upon completion of Tasks 5 – 6
- 25% - upon completion of Tasks 7 – 11

**We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that the City of Denton wishes to identify.** Evergreen Solutions federal employer identification number is 20-1833438.



*Section 6.0*  
*What is Needed From City*





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## 6.0 *What is Needed From City*

Evergreen will look to the City's staff for assistance throughout the duration of the project; however, we have found that the most time that we will need staff involvement will occur near the initial commencement of work and will be fairly minimal. In **Section 4** of our proposal you will see the various steps requiring staff and management involvement.

Evergreen will request that a Project Manager be designated by the City to serve as our central point of contact. The City's Project Manager will have the most frequent interaction and involvement with Evergreen's consultant team.

Some of the functions we anticipate needing assistance from City staff include:

- providing requested data and documents;
- meeting in-person with our consulting team when they are on-site in Denton;
- facilitating components of the project communication plan—such as notifying employees about the study, updates of study progress and final study recommendations;
- reviewing interim deliverables and providing feedback; and
- assisting in the resolution of any study issues.

While the initial data collection will represent the majority of the staff time that would be requested by Evergreen Solutions, we anticipate that overall staff time dedicated to the project will be minor—approximately three percent or less of total project hours.

In addition, Evergreen Solutions values feedback and will look to the City's Project Manager and other decision makers for guidance at different milestones throughout the project. These milestones will be clearly communicated and agreed upon by Evergreen's Project Director and the City's Project Manager.

Based on our experience conducting this type of study, we will request the following types of data and documents to assist our consultant team:

- policies and administrative procedures;
- organizational charts;
- program and compliance reports;
- current pay and classification plan;
- current job descriptions;
- schedule of current salary ranges and pay grades;
- benefits information; and
- other documentation that will assist in completing this study.

Evergreen consultants will bring their own computers and cell phones, and we will not require technical expertise from City staff.



*Section 7.0*  
*Project List*



## 7.0 *Project List*

Because Evergreen has conducted more than 900 compensation and/or classification related studies since its inception, we include in this section a list of similar local government projects that we have conducted or are currently on contract to conduct, in the State of Texas. **Exhibit 7-1** includes a list of some of the local government clients we have worked with or are currently under contract to work with in providing work similar in scope to the services being requested.

### Select Texas Experience

#### Job Classification, Salary Survey, Compensation Plan Study Services City of Duncanville

Evergreen was engaged with the City of Duncanville to provide professional Job Classification, Salary Survey, and Compensation Pay Plan Study Services that allowed the creation of a comprehensive job classification and compensation system and pay plans for employees within the City. Evergreen's consultants reviewed and analyzed the City's current structure and practices of job classifications and job descriptions including: conducting orientation sessions; providing questionnaires; conducting management and employee interviews; reviewing questionnaire responses with supervisory and management staff; performing a job analysis; and developing and/or revising job descriptions.

Evergreen prepared a customized market survey of salaries of the local and area municipalities that included all of the competitive markets where the city recruited employees. Evergreen established a system for an ongoing and easily understood maintenance of the new, or updated, pay plan that was easy for employees to understand and for managers to administer. The recommended pay plan effectively balanced market and internal equity, supported the classification system, and promoted an employee's perception of organizational fairness and equity in the City. **Note:** Evergreen was recently hired to conduct a Classification and Compensation Study Update.



#### Comprehensive Compensation and Classification Study City of Farmers Branch

Evergreen was engaged with the City of Farmers Branch to conduct a Comprehensive Compensation and Classification Study. The primary objectives of the study were to: review and revise current classification system; determine relevant competitive markets; develop a custom compensation survey to distribute to peer organizations; propose guidelines for an improved or new compensation program and step/grade plan; and provide recommendations to keep the current pay structure competitive.

**Note:** Evergreen was again hired in 2021 to conduct a Compensation and Benefits Study.



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**Classification and Compensation Study  
City of Lockhart**

Evergreen was retained by the City of Lockhart to conduct a classification and compensation study of its workforce. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. In addition, pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current system.



**Classification, Compensation & Benefits Study  
City of Portland**

Evergreen was engaged with the City of Portland (City) to conduct a Classification, Compensation and Benefits Study. Evergreen's consultants evaluated jobs within the City and the current pay and benefits structure. A market survey of salary and benefits was conducted among peers approved by the City. Based on the survey results, Evergreen's consultants made recommendations for changes to the current classification and compensation system, as well as provided a maintenance tool that the Human Resources Department could use to keep the system current and equitable. Training on this maintenance tool was also provided.



**Comprehensive Compensation and Benefits Study  
City of Rowlett**

Evergreen was engaged with the City of Rowlett to conduct a comprehensive compensation and benefits study. The primary goal of the study was to ensure that the City was recognized as an employer of choice that provides a viable, cost effective and competitive pay structure. The study measured and provided a compensation analysis on (a) base salary, (b) pay/step plans, (c) employer-provided medical benefits packages and (d) any other incentive-based compensation options, to include "on call" pay. Evergreen's consultants identified any weaknesses within the components of the City's existing compensation package that would negatively impact the organization's ability to attract and retain talented employees.



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## **Comprehensive Compensation and Benefits Study City of Sachse**

Evergreen was hired by the City of Sachse to conduct a Comprehensive Compensation and Benefits Study. The study measured and provided an analysis on base salary, pay/step plans, employer-provided medical benefits packages and any other incentive-based compensation options, including “on call” pay. To ensure the project’s validity and applicability, Evergreen conducted a compensation analysis using similar-sized local municipalities for comparison and recommended comparator cities for consideration.

The following study components were compared:

- pay ranges with comparator cities performing the same or similar functions;
- actual employee pay with comparator cities performing the same or similar functions;
- pay/step plans/special assignment pay with comparator cities performing the same or similar functions; and
- city-provided comprehensive employee benefits packages with comparator cities performing the same or similar functions.

Evergreen recommended pay structure features that provided opportunities for advancement while minimizing salary overlap between levels of responsibility.

**Note:** Evergreen was again hired to conduct a classification study for select positions.



## **Classification and Compensation Study City of Conroe**

Evergreen was retained by the City of Conroe to conduct a Classification and Compensation Study. The scope of the study included the following major components: review and update and/or rewrite of all city job descriptions; work with a City management team to revise the existing pay plan for both Civil Service and non-Civil Service personnel structures; and evaluate current salary structure and compensation levels for all regular, classified positions and non-classified positions, and recommend appropriate adjustments.



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**Classification and Compensation Study  
City of Seguin**

Evergreen was hired to assist the City of Seguin in designing and implementing a comprehensive classification and compensation plan for its workforce of 330 full-time employees. The scope of the project included two major components: (1) Working with a City management team to revise the existing pay plan and structures; and (2) Evaluating current salary structure and compensation levels for all regular, classified positions and recommending appropriate adjustments.

Specifically, Evergreen's consultants reviewed the City's current classification/compensation plan; surveyed management and identified problem areas regarding the classification and compensation system; conducted a salary survey to ensure external equity; reviewed current policies and procedures; reviewed salary structure to determine appropriateness; and provided technical assistance and training to City staff to facilitate the implementation and the maintenance of the recommended system and procedures.



**Pay Structure Study  
City of Fate**

Evergreen was hired to develop a new pay plan for the City of Fate. Evergreen performed the following tasks: reviewed the City's salary data; created a new pay plan for the City; slotted current jobs into the new pay plan; and verified the internal equity of the new pay plan.



**Classification and Compensation Study  
City of Pflugerville**

Evergreen was hired by the City of Pflugerville to conduct a Classification and Compensation Study for its workforce of over 300 full- and part-time employees. Evergreen analyzed each position within the City by conducting interviews and job audits; evaluated employee position descriptions and duties; interviewed department heads and managers; and assessed classifications within positions (I, II, III, or Lead, Foreman). Evergreen reviewed current job descriptions, focusing on the purpose, job scope, essential duties and responsibilities, education/training requirements, physical job requirements, and working conditions, determined FLSA status (exempt/non-exempt) for positions under federal regulations, and recommended which positions were essential positions in the event the City had a temporary closure. Based on this review, Evergreen presented a proposed classification structure to City management and incorporated input into the final classification document, including a cost analysis for positions that would require adjustments.



Evergreen surveyed the cities of Georgetown, Round Rock, Hutto, Cedar Park, Leander, San Marcos, and College Station to compare compensation and benefit structures in addition to minimum and maximum rates of pay for select positions and will soon make recommendations toward appropriate ranges for rates of pay for each position identified. This included a minimum, mid-point, and maximum, with 1<sup>st</sup> and 3<sup>rd</sup> quartile designations. A Salary Grade Chart was prepared based on these recommendations and was presented to management for final approval.



### **Pay and Classification Study City of Fredericksburg**

Evergreen was engaged with the City of Fredericksburg to conduct a Pay and Classification Study and make recommendations for implementation of a revised pay plan. The study included all employees and classifications in the City. As part of the study, Evergreen consultants conducted focus groups and interviews with employees, and employees completed a Job Assessment Tool (JAT). Evergreen consultants also conducted a comprehensive salary survey of local and regional employers to assess the market competitiveness of the City. Finally, a detailed plan was developed to provide the City with specific steps to implement an equitable and competitive pay plan.

**Note:** Evergreen is on retainer to provide the City with classification, pay grade assignments, organizational management and other on-going human resources support.



### **Human Resources Department Assessment (Classification and Compensation Study) City of Buda**

Evergreen was engaged with the City of Buda to conduct a Human Resources Department Assessment. Evergreen's consultants provided a job analysis questionnaire and procedures for future updating and new position creation and developed and fully defined a systematic procedure for evaluating positions using the "point factor method". A worksheet was developed for departments to request a job evaluation for upgrades within a position or for a new position for submission to Human Resources to ensure that job titles were consistently used on job descriptions and the pay plan.

Evergreen further created a new cost effective, affordable compensation structure and management plan that was systematically and equitably acknowledge and rewarded an employee's performance and skills. Evergreen designed a compensation program that included a description and justification of the pay philosophy, a completed pay structure, and rules for moving employees through the pay structure based on their increasing



contributions in support of the City. Evergreen consultant's gathered actual salary data from market surveys, local governmental agencies, benchmarked cities, and other appropriate data, as deemed necessary. The recommended compensation structure included a proposed training/career progression plan, including documentation as appropriate, and a plan that rewards employee performance fairly and equitably, with measures that can be documented.

**Note:** Evergreen was again selected by the City of Buda in 2020 to conduct a Market Salary Update.



**Classification and Compensation Study  
City of Sunset Valley**

Evergreen was hired by the City of Sunset Valley to assist with a City-wide Compensation and Classification Study, as well as development of a Performance Evaluation System. The study also included a Human Resources Audit and recommendations to strategically align the processes, procedures, staffing, and organization of human resources functions. All employees and classifications in the City were included in the study. As part of the study, the Evergreen Team conducted interviews and focus groups with all City employees. Evergreen consultants conducted a comprehensive salary survey of local and regional employers to assess the market competitiveness of the City. Finally, a detailed plan was developed to provide the City with specific steps to implement an equitable and competitive compensation plan.



**Classification and Compensation Pay Plan  
City of Amarillo**

Evergreen was engaged with the City of Amarillo to develop a Classification and Compensation Pay Plan. Evergreen's consultants: reviewed the City's existing classification/compensation system; worked with the City's Human Resources Director and staff to identify a market position for the City; gathered necessary information through the use of questionnaires, job audits, some personal interviews; discussed and determined the appropriate labor market for the compensation survey; analyzed existing internal hierarchy based on job relationships and proposed implementation methods to correct any identified specific problems; developed a pay plan identifying specific parameters; and reviewed and assigned all positions to an appropriate pay grade. In the end, Evergreen recommended implementation strategies including calculating the cost of implementing the study and provided the Human Resources staff with training to maintain and revise the system, as needed.





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**Compensation Market Review and Classification Study  
City of Austin**

Evergreen was contracted to review the City of Austin's classification system for the Human Resources job family. The study's primary purpose was to review the City's classification structure for its human resources jobs and to ensure that all employees working in the human resources area were properly classified based upon the work they performed. To accomplish this purpose, Evergreen met with each Human Resources Manager and conducted extensive outreach sessions (desk audits) with a large percentage of human resources employees. In addition to the interviews and desk audits, Evergreen consultants reviewed Position Analysis Questionnaires (PAQs), job descriptions, organizational charts, and other documentation. The job analysis resulted in recommendations for a job hierarchy within the Human Resources family and the slotting of each individual within the proposed classification system. Evergreen consultants also worked with the Human Resources Department to ensure that the proposed classification system properly aligned with the compensation system. At the conclusion of the study, job descriptions were revised for each job and FLSA exempt status were provided for each job classification.



**Classification and Compensation Study  
City of Gonzales, Texas**

Evergreen was retained by the City of Gonzales to conduct classification and compensation study for all employees. Employees participate in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Classifications were reviewed, as needed, and FLSA determinations were made. Evergreen consultants conducted a market salary survey to identify pay ranges in the public and private sector in order to determine the appropriate pay levels for all included jobs in the City. Recommendations were provided to improve the fairness and equity within the City and a plan was provided to address maintenance of implemented changes to the City's classification and compensation system.



**Salary Survey  
City of Lakeway**

Evergreen was retained by the City of Lakeway to provide consulting services for the Human Resource Department and to design and implement a salary survey which would classify all City positions appropriately within the plan structure. The Evergreen Team evaluated the City's current salary structure as compared to the specific job market for comparable positions in the public and private sectors. Additional reviews were conducted for existing job descriptions to recommend updates for specific requested positions. Evergreen ensured that content and titles were current, accurate, and



consistent with Fair Labor Standards Act (FLSA) and Equal Employment Opportunity (EEO). **Note:** Evergreen was again hired in 2019 to conduct a staffing analysis for the City.



### **Comprehensive Compensation Plan City of South Padre Island**

Evergreen Solutions was retained by the City of South Padre Island to design and implement a comprehensive compensation plan for the City of South Padre Island that included a pay for performance component. The scope of this project included:

- working with an assigned committee to determine specific needs related to the City in regards to compensation;
- working with the committee to review and establish benchmark cities to be used in determining the City’s “competitive market”;
- conducting a job analysis to establish pay grades/classification groups for all City positions;
- reviewing current compensation philosophy, policies and plan and work with assigned committee to determine City’s compensation philosophy;
- conducting a customized market salary and benefit analysis for all full-time positions that included additional pay types (i.e. assignment pay, certification pay, education pay, etc.);
- recommending and identifying a competitive position within the market (i.e., percentile of market);
- recommending pay structures (grades/classification groups and pay ranges;
- developing a complete, market-sustainable compensation plan that included a pay for performance structure that rewards those employees with high performance;
- coordinating with the City to illustrate initial (single) and/or multi-year implementation cost scenarios;
- meeting with the assigned committee and prepare and presenting to City Council, as required;



- creating and providing administrative policies related detailing the complete compensation plan for insertion into the Employee Handbook; and
- providing comprehensive training for key City staff members for implementation and ongoing maintenance of the approved compensation plan.



**Pay for Performance Study and Salary Survey  
City of Mont Belvieu**

Evergreen was retained by the City of Mont Belvieu to conduct a pay for performance study and a salary study. The study identified classifications that were below market and that need to be adjusted in order for the City to remain competitive among its market peers. In addition, Evergreen made recommendations regarding enhancements needed to the City's current performance evaluation system and provided the City with a performance evaluation tool.



**Compensation and Classification Study  
City of Mont Belvieu**

Evergreen Solutions was again retained by the City of Mont Belvieu to conduct a Compensation and Classification Study. Evergreen performed a comprehensive analysis of the City's current classification and compensation plan by performing the following tasks: placing positions in the current pay plan to ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together; determining the accuracy of Federal Labor Standards Act ("FLSA") exemption status of all positions; determining the accuracy of position titles and descriptions regarding unique characteristics of the position, essential job functions, minimum qualifications, working conditions, licensing requirements, "on call" requirements and supervisory requirements; must accommodate the unique nature of certain functions and responsibilities characteristic of City government; identifying potential pay compression issues and providing potential solutions; and analyzing existing internal hierarchy and internal career ladders where appropriate and clearly outlining job progression opportunities and providing recognizable compensation growth.



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**Compensation and Classification Study  
City of Pearland**

Evergreen Solutions was gain hired by the City of Pearland to conduct a Compensation and Classification Study. The study included the review of the existing classification plan, position descriptions and methods of reclassification, the performance of a salary study and the preparation of pay plan schedules, job descriptions, etc. The purpose of the comprehensive compensation and classification study was to develop a clear, equitable, consistent and competitive classification and compensation structure that would foster retention of qualified individuals while providing opportunities for growth and development within and provides the Human Resources Department a framework to operate within to maintain the system. **Note:** Evergreen was previously hired by the City to conduct a Classification Study.



**Compensation and Classification Study  
City of Texas City**

Evergreen Solutions is engaged with the City of Texas City to conduct a Compensation and Classification Study. The purpose of the comprehensive study is to develop a clear, equitable, consistent and competitive classification and compensation structure that fosters retention of qualified individuals while providing opportunities for growth and development within and provides the Human Resources Department a framework to operate within to maintain the system. Evergreen will work with the City to develop a compensation program that is fair, equitable, and competitive with other municipalities in the surrounding geographic market area from which the City of Texas City recruits and lends itself to a total rewards package. Evergreen will further work with the City to develop a classification system that facilitates ongoing compensation analysis and reporting based on similarly-situated employees, similar skills, qualifications, responsibilities, and pay, using job family grouping and EEO job categories that comport with EEOC guidelines for government employees and will provide the City with a tool that the HR department can use to continue that evaluation/analysis process.



**Compensation Study  
City of Galveston**

Evergreen Solutions is engaged with the City of Galveston to conduct a Compensation Study. The primary purpose of the study is to review the City's current jobs and place as close to prevailing rates for comparable job classes as practical. The study's objectives are to: implement a credible classification and compensation plan that recognizes changes in the workforce; ensures positions performing similar work with essentially the same level of complexity, responsibility, knowledge, skills, and abilities are



classified together; provides salaries commensurate with assigned duties; and provides justifiable pay differential between individual classes; and maintains parity with relevant labor markets. In addition, recommendations on job description modifications, reporting relationships, and organizational structure(s) will be provided to the City. **Note:** This project is nearing completion.



### **Compensation and Classification Study City of Coppell**

Evergreen Solutions is engaged with the City of Coppell to conduct a Compensation and Classification Study. Evergreen will review existing job functions by position as they pertain to the current and recommended structure; examine current market position using peer comparisons; develop a comprehensive labor market salary survey for the North Texas region that includes other local municipalities; analyze existing internal hierarchy based on job relationships and essential functions, identifying problem areas within the internal hierarchy system and propose implementation methods to correct identified problems; develop a pay plan; review and recommend assignments of all positions to an appropriate pay grade, as well as make recommendation(s) for corresponding education and experience requirements by classification; review and revise job descriptions; and recommend implementation strategies including calculating the cost of implementing the study results. **Note:** This project is nearing completion.



### **Classification and Compensation Study City of Seabrook**

Evergreen Solutions is engaged with the City of Seabrook to conduct a Classification and Compensation Study. The intent of the study is to:

- provide a comprehensive evaluation of every job within the City to determine relative worth within the organization for internal equity and for the establishment of pay ranges and step progressions within the ranges;
- review all current job classifications, confirm, and recommend changes to hierarchical order of jobs using your evaluation system or an agreed upon evaluation system;
- establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions with comparable Texas municipalities as required;



- identify potential pay compression issues and provide potential solutions; and
- analyze and recommend changes to the present compensation structure to meet market analysis.

**Note:** This project is nearing completion.



### **Classification and Compensation Study Town of Little Elm**

Evergreen was retained by the Town of Little Elm to conduct compensation and classification study of its employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Classifications were also reviewed, as needed, and FLSA determinations will be made. The rank structure for police and fire department employees were reviewed against peer organizations to determine whether the current structure for each department is effective for its size. Evergreen consultants reviewed pay policies and practices and pay ranges in the public and private sector were analyzed to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity within the Town. Evergreen provided Town staff with the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total compensation system would be accomplished.



### **Employee Compensation Consulting Services Ft. Bend County**

Evergreen was retained by Fort Bend County to provide employee compensation consulting services. Evergreen conducted the following tasks:

- reviewed current compensation plan including policy groups and salary structures;
- conducted Fair Labor Standards Act (FLSA) exempt/non-exempt status review of all positions;
- analyzed internal equity and possible compression issues;
- completed salary survey of City and County governments in the State of Texas as designated by the County;
- designed and executed a salary survey, analyzed results and made recommendations; and



- evaluated and determined each employee's proper step placement on the newly approved salary grade structure.

**Note:** Evergreen was again hired in 2020 to conduct an update of the County's Compensation Plan.



### **Compensation Analysis Travis County**

Evergreen assisted the Travis County Human Resources Department in determining the appropriate pay levels for all non-sheriff's office law enforcement personnel. Classifications reviewed included all Constable positions, Park Ranger positions and Investigators and Investigator Lieutenants in the County's Attorney's Office and District Attorney's Office. Evergreen consultants conducted a preliminary review of the current compensation structure, met with County departments to discuss compensation issues, analyzed existing market data, and conducted an analysis of the internal equity relationships between the respective law enforcement agencies and similar positions residing within the Travis County Sheriff's Office. As a result of the study, Evergreen presented the County with recommendations for changes to the County's non-TCSO pay scale, classification changes, and a three-year implementation plan to bring non-TCSO jobs into proper alignment with TCSO positions. The study solidified internal equity relationships while ensuring the County was competitive with current market conditions.



### **Compensation Consulting Services Travis County**

Evergreen Solutions was engaged with Travis County to provide Compensation Consulting Services. Evergreen performed the following:

- Reviewed and provided input to the Travis County Compensation Manager and staff on their approach and strategy with redesigning the Travis County Classified compensation scale. Shared input and provided best practices to consider based on paygrades, band width, and other design elements.
- Reviewed the compensation work of the Travis County Compensation division related to the redesign of the Travis County Classified compensation scale. Provide input based on work product review.
- Discussed approach and strategy with the redesign of the Peace Office Pay Scale, to include minimum and maximum ranges based on Travis County's researched market data for FY2020.
- Discussed best practices with use of Peace Office Pay market data when determining how to gauge market competitiveness.



- Provided other consultative support with projects being proposed or implemented by the Travis County Compensation team.



### **Compensation, Classification, and Benefits Study Denton County**

Evergreen conducted a Comprehensive Compensation, Classification and Benefits Study for the more than 1,550 employees of Denton County. The County had not performed a comprehensive classification and compensation study in 15 years. Evergreen consultants conducted employee orientations, focus groups and interviews, and conducted job analysis of all included positions. This information was used to create an internal equity alignment that is consistent with current job duties and responsibilities. As part of the project, Evergreen conducted a comprehensive salary and benefits survey of local and regional labor market peers to properly assess the County's competitive position for wages and benefits. Evergreen provided customized and detailed recommendations for adjusting the County's compensation and classification structures based on internal and external equity. Implementation options that were equitable and cost efficient were developed and additional recommendations for maintaining the system over time were also provided. Additionally, revised classification descriptions with FLSA determinations were provided.



### **Compensation and Classification Study Brazoria County**

Evergreen was retained by the Brazoria County to conduct a Compensation and Classification Study. Evergreen developed a compensation program for the County, evaluated current pay grades, and developed a classification system to facilitate the ongoing compensation analysis. Evergreen further assessed position titles and identified appropriate employee status in accordance with FLSA. Evergreen then proceeded to develop multiple alternative recommendations and a communication plan. Finally, Evergreen reviewed and developed different policies procedures and proposed different recommendations.





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**Salary Compensation Study  
Hood County**

Evergreen was engaged with Hood County to provide an update of their classification and compensation system. Evergreen evaluated the current system, collected and reviewed current environment data, and evaluated and built the projected classification plan. Evergreen identified a list of market survey benchmarks and conducted a market survey. Evergreen's consultants provided the County with the external assessment summary, developed strategic positioning recommendations, and developed and submitted draft and final reports and recommendations for compensation administration. Additionally, Evergreen updated and/or rewrote job descriptions for the County, as necessary, based on the recommendations.

**Note:** Evergreen was also hired in 2020 to conduct a staffing study for the County.



**Classification and Compensation Study  
Kaufman County**

Evergreen Solutions was engaged with Kaufman County to conduct a Compensation Study. Evergreen worked with the County to establish appropriate benchmarking standards and conducted a salary survey for similar positions with comparable entities. Evergreen identified potential pay compression issues and provided potential solutions and analyzed and recommended changes to the current compensation structure that met market analysis. Evergreen also provided a comprehensive evaluation of every job within the County to determine relative worth within the organization for internal equity and reviewed all current job classifications, confirmed, and recommended changes to hierarchical order of jobs using an approved evaluation system.



**Classification and Compensation Study and Analysis  
San Patricio County**

Evergreen Solutions is engaged with San Patricio County to conduct a Classification and Compensation Study and Analysis. The purpose of the study is to address changes in San Patricio County operations and staffing over the past decades, which may have affected the type, scope, and level of work being performed. The primary objectives of the study are to: attract and retain qualified employees; ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together; provide salaries commensurate with assigned duties; outline promotional opportunities and provide recognizable compensation growth; provide justifiable pay differential between individual classes; and



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maintain a competitive position with other comparable government entities and private employers within the same geographic areas. **Note:** This project is nearing completion.



**Wage and Compensation Study  
Jefferson County**

Evergreen Solutions is engaged with Jefferson County to conduct a Wage and Compensation Study. The objective of the study is to enhance the County's ability to attract, motivate, and retain quality employees to efficiently and cost-effectively deliver services and programs to the citizens of the County through obtaining a Salary Range Comparison of 175 benchmark positions – within the current surrounding local market and similarly situated Counties in Texas. Based on the market survey results, Evergreen will update the existing plan for the County, including the possible realignment of jobs within the County's current pay grade. **Note:** This project is nearing completion.



### Exhibit 7-1: Sample List of Local Government Clients

Spokane County, WA	City of Branson, MO	City of Fort Myers, FL	Gaston County, NC
City of Ridgefield, WA	City of Lee's Summit, MO	City of Gainesville, FL	Guilford County, NC
City of Washougal, WA	City of Columbia, MO	City of Jacksonville, FL	Harnett County, NC
City of Albany, OR	City of Dardenne Prairie, MO	City of Key West, FL	Haywood County, NC
Columbia County, OR	City of Jefferson, MO	City of Pensacola, FL	Jackson County, NC
County of Monterey, CA	City of Troy, MO	City of Orlando, FL	Lee County, NC
City of Boulder City, NV	Jackson County, MO	City of Sarasota, FL	New Hanover County, NC
Ogden City Corporation, UT	St. Charles County, MO	City of Palm Beach Gardens, FL	Transylvania County, NC
City of Flagstaff, AZ	City of Bloomington, IN	City of Plantation, FL	Union County, NC
City of Page, AZ	Blount County, TN	City of North Miami Beach, FL	Town of Carolina Beach, NC
City of Prescott, AZ	Carter County, TN	Alachua County	City of Falls Church, VA
Town of Sahuarita, AZ	City of Murfreesboro, TN	Brevard County, FL	City of Fredericksburg, VA
Pima County, AZ	City of Clarksville, TN	Charlotte County, FL	City of Newport News, VA
Yavapai County, AZ	City of Urbana, IL	Flagler County, FL	City of Suffolk, VA
City of Carlsbad, NM	McLean County, IL	Hernando County, FL	City of Williamsburg, VA
City of Santa Fe, NM	Mahoning County, OH	Leon County, FL	City of Norfolk, VA
Ouray County, CO	City of Auburn, AL	Manatee County, FL	Chesterfield County, VA
Grand County, CO	City of Foley, AL	Martin County, FL	County of Culpeper, VA
City of Fountain, CO	City of Hartselle, AL	Miami-Dade County, FL	County of Northampton, VA
City of Manitou Springs, CO	City of Daphne, AL	Monroe County, FL	County of York, VA
City of Amarillo, TX	City of Northport, AL	Palm Beach County, FL	Essex County, VA
City of Austin, TX	Baldwin County, AL	Pinellas County, FL	Gloucester County, VA
City of Buda, TX	Lee County, AL	Sarasota County, FL	Isle of Wight County, VA
City of Conroe, TX	Chambers County, AL	Seminole County, FL	James City County, VA
City of Duncanville, TX	Shelby County, AL	City of Beaufort, SC	King George County, VA
City of Farmers Branch, TX	Town of Loxley, AL	City of Spartanburg, SC	Loudoun County, VA
City of Fate, TX	City of Alpharetta, GA	City of Chester, SC	Louisa County, VA
City of Fredericksburg, TX	City of Brookhaven, GA	City of Columbia, SC	Montgomery County, VA
City of Lakeway, TX	City of Chamblee, GA	City of Isle of Palms, SC	Prince George County, VA
City of Lockhart, TX	City of Commerce, GA	City of Conway, SC	Prince William County, VA
City of Mont Belvieu, TX	City of Dahlongega, GA	City of Goose Creek, SC	Shenandoah County, VA
City of Pearland, TX	City of Douglasville, GA	City of Lancaster, SC	Spotsylvania County, VA
City of Pflugerville, TX	City of Dunwoody, GA	City of Mauldin, SC	Surry County, VA
City of Rowlett, TX	City of Fayetteville, GA	Town of Cheraw, SC	Northumberland County, VA
City of Sachse, TX	City of Forest Park, GA	Town of Hilton Head Island, SC	City of Baltimore, MD
City of Seguin, TX	City of Garden City, GA	Town of Moncks Corner, SC	City of Annapolis, MD
City of Sunset Valley, TX	City of Jackson, GA	Town of Mount Pleasant, SC	City of Hagerstown, MD
City of Portland, TX	City of Marietta, GA	Beaufort County, SC	City of Hyattsville, MD
City of Seabrook, TX	City of Norcross, GA	Berkeley County, SC	City of Westminster, MD
City of Texas City, TX	City of Roswell, GA	Charleston County, SC	Allegany County, MD
Town of Little Elm, TX	City of Sandy Springs, GA	Dorchester County, SC	Charles County, MD
Brazoria County, TX	City of Savannah, GA	Laurens County, SC	Washington County, MD
Denton County, TX	City of Statesboro, GA	Spartanburg County, SC	City of Milford, DE
Fort Bend County, TX	City of Stockbridge, GA	York County, SC	Kent County Levy Court, DE
Hood County, TX	City of Suwanee, GA	City of Goldsboro, NC	City of Kalamazoo, MI
Jefferson County, TX	City of Tybee Island, GA	City of Fayetteville, NC	Carbon County, PA
Kaufman County, TX	Cherokee County, GA	City of Raleigh, NC	Cumberland County, PA
Randall County, TX	Douglas County, GA	City of Hendersonville, NC	City of Pittsburgh, PA
City of Broken Arrow, OK	Forsyth County, GA	City of Fayetteville, NC	County of Allegheny, PA
City of Salina, KS	Cobb County, GA	Buncombe County, NC	County of Montgomery, PA
Sedgwick County, KS	Columbus Consolidated Gov't, GA	Dare County, NC	Town of Colchester, VT
Shawnee County, KS	Effingham County, GA	Franklin County, NC	Town of Bridgewater, MA



Exhibit E

## CITY OF DENTON INSURANCE REQUIREMENTS FOR CONTRACTORS

*Bidder's attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract. Upon bid award, all insurance requirements shall become contractual obligations, which the successful bidder shall have a duty to maintain throughout the course of this contract.*

### STANDARD PROVISIONS:

*Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.*

*As soon as practicable after notification of bid award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance, containing the bid number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to bid opening, since the insurance requirements may not be modified or waived after bid opening unless a written exception has been submitted with the bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.*

*All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:*

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- VII or better**.
- Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:
  - Name as additional insured the City of Denton, its Officials, Agents, Employees and volunteers.
  - That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
  - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
  - ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled before the expiration date.***
  - Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
  - Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
  - Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

**SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

*All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:*

**[X] A. General Liability Insurance:**

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

**[X] Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000.00** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

**[X] Workers' Compensation Insurance**

Contractor shall purchase and maintain Worker's Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Worker's Compensation Commission (TWCC).

**Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least combined bodily injury and property damage per occurrence with a \_\_\_\_\_ aggregate.

**Professional Liability Insurance**

Professional liability insurance with limits not less than \$1,000,000 per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

**Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

**Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than \_\_\_\_\_ each occurrence are required.

**Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

## ATTACHMENT 1

### **[ ] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

#### A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:



- 1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - 2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - 3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - 4) obtain from each other person with whom it contracts, and provide to the contractor:
    - a) certificate of coverage, prior to the other person beginning work on the project; and

- b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - 6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

### CONFLICT OF INTEREST QUESTIONNAIRE

#### CONFLICT OF INTEREST QUESTIONNAIRE -

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

*doesn't*  
Evergreen Solutions, LLC

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

N/A  
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?  
 Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?  
 Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?  
 Yes  No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4  I have no Conflict of Interest to disclose.

5 \_\_\_\_\_  
Signature of vendor doing business with the governmental entity

7/24/22  
Date

**Certificate Of Completion**


Envelope Id: 396C44030C834345A15FA3B4040AF217	Status: Sent
Subject: Please DocuSign: City Council Contract 8052 Compensation Study	
Source Envelope:	
Document Pages: 88	Signatures: 2
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Gabby Leeper
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Gabby.Leeper@cityofdenton.com
	IP Address: 198.49.140.104

**Record Tracking**

Status: Original	Holder: Gabby Leeper	Location: DocuSign
10/7/2022 12:27:13 PM	Gabby.Leeper@cityofdenton.com	

**Signer Events**

Signer Events	Signature	Timestamp
Gabby Leeper gabby.leeper@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 198.49.140.104	Sent: 10/7/2022 12:35:50 PM Viewed: 10/7/2022 12:35:58 PM Signed: 10/7/2022 12:36:29 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 10/7/2022 12:36:33 PM Viewed: 10/7/2022 12:38:23 PM Signed: 10/7/2022 12:41:05 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/7/2022 12:41:09 PM Viewed: 10/7/2022 1:23:55 PM Signed: 10/7/2022 1:24:38 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Sarah Kuechler sarah.kuechler@cityofdenton.com Director of Human Resources Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/7/2022 1:24:42 PM Viewed: 10/7/2022 1:32:17 PM Signed: 10/7/2022 1:32:43 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 10/7/2022 1:32:17 PM ID: 3dd58e0a-2d4b-4653-aa7f-f5ac69dcc491		

Signer Events	Signature	Timestamp
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Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Procurement Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sara Hensley  
sara.hensley@cityofdenton.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Rosa Rios  
rosa.rios@cityofdenton.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 10/5/2022 5:16:40 PM  
ID: 59eb637f-1676-4a1f-93e9-5663c0617a7e

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Procurement Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (None)

**COPIED**

**Electronic Record and Signature Disclosure:**  
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Gretna Jones  
gretna.jones@cityofdenton.com  
Legal Secretary  
City of Denton  
Security Level: Email, Account Authentication (None)

**COPIED**

**Electronic Record and Signature Disclosure:**  
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**Electronic Record and Signature Disclosure:**  
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City Secretary Office  
citysecretary@cityofdenton.com  
Security Level: Email, Account Authentication (None)

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Sent: 10/7/2022 1:32:49 PM

Sent: 10/7/2022 12:36:32 PM

Sent: 10/7/2022 1:32:46 PM

Viewed: 10/7/2022 1:50:03 PM

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Carri Byrd

Carri.Byrd@cityofdenton.com

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 7/15/2022 2:36:40 PM

ID: d3c5fc65-76db-412d-a64b-6c8f64f05131

Jeff Ling

jeff@consultevergreen.com

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent

Hashed/Encrypted

10/7/2022 12:35:50 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.



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