



## Consulting Services Agreement

By and Between

Burnet County, Texas

and

Evergreen Solutions, LLC

This Agreement (the "Agreement"), dated as of May 18, 2022, is made by and between Evergreen Solutions, LLC, a Florida corporation ("Evergreen"), and Burnet County (the "Client").

WHEREAS, Evergreen Solutions and the Client desire to enter into an agreement whereby Evergreen will provide certain management consulting services for the Client on the terms and conditions hereinafter set forth; and

WHEREAS, Evergreen Solutions is willing to provide such management consulting services for the Client.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. Engagement.** Evergreen Solutions hereby agrees to provide such management consulting services for the Client as may be reasonably requested by the Client in connection with the Letter Proposal submitted by Evergreen Solutions on May 3, 2022.
- 2. Extent of Services.** Evergreen Solutions agrees to perform such services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties to act in a manner consistent with the primary objective of completing the engagement.

Evergreen Solutions agrees to devote such time as is reasonably required to fulfill its duties hereunder. Throughout the duration of this agreement, Evergreen Solutions will serve as an independent contractor of the Client, as such; Evergreen Solutions will obey all laws relating to federal and state income taxes,

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associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations.

In the successful completion of this engagement, Evergreen Solutions may utilize subcontractors, but Evergreen Solutions shall remain completely responsible to the Client for performance under this Agreement.

**3. Term.** The engagement of the Consultant hereunder by Client shall commence as of the date hereof and shall continue through September 30, 2022, unless earlier terminated, pursuant to Section 5 hereof.

**4. Compensation.**

(a) As compensation for the services contemplated herein and for performance rendered by Evergreen Solutions of its duties and obligations hereunder, the Client shall pay to Evergreen Solutions an aggregate fee equal \$38,500 (the "Consulting Fee"), earned and payable according to the following invoice/payment schedule:

- 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

(b) The Client's sole obligation shall be to pay Evergreen Solutions the amounts described in Section 4(a) of this Agreement, and the Consultant is not and shall not be deemed an employee of the Client for any purpose.

**5. Termination.** This Agreement shall be terminated as follows:

(a) 30 days after written notice of termination is given by either party at any time after May 18, 2022, provided however, that if the Client shall terminate this Agreement pursuant to this Section 5(a) for any reason other than Consultant's material breach of this Agreement (having given prior notice of, and reasonable opportunity for Consultant to cure, any such breach), Client shall pay to consultant in one lump sum an amount equal to that portion of the aggregate Consulting Fee which has not been paid to Consultant as of the effective date of such termination.

(b) On such date as is mutually agreed by the parties in writing.

(c) Upon expiration of the Term as set forth in Section 3.

If Client elects to terminate for material breach then Client shall pay to consultant in one lump sum an amount equal only to that for which services have been rendered.

Upon termination of this Agreement pursuant to this Section 5, except as contemplated by Section 5(a) in the event Client terminates this Agreement in the absence of continuing material breach hereof by Consultant, Consultant shall be entitled to payment of only that portion of the Consulting Fee earned through the effective date of such termination and any portion of the Lump Sum Payment which has not been paid to Consultant as of the effective date of such termination.

**6. Confidential Information.** Evergreen Solutions shall not, at any time during or following expiration or termination of its engagement hereunder (regardless of the manner, reason, time or cause thereof) directly



or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of the Client any trade secrets or confidential information as determined by the Client in writing.

**7. Covenants.** Evergreen Solutions agrees to (a) faithfully and diligently do and perform the acts and duties required in connection with its engagement hereunder, and (b) not engage in any activity which is or likely is contrary to the welfare, interest or benefit of the business now or hereafter conducted by the Client.

**8. Binding Effect.** This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their respective successors or assigns (whether resulting from any re organization, consolidation or merger of either of the parties or any assignment to a business to which all or substantially all of the assets of either party are sold).

**9. Entire Agreement.** This Agreement, including the aforementioned letter proposal, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements and understandings with respect thereto and cannot be modified, amended, waived or terminated, in whole or in part, except in writing signed by the party to be charged.

**10. Notices.** All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or sent by facsimile transmission, addressed as follows:

(a.) If to Evergreen Solutions addressed to:

Evergreen Solutions, LLC  
Attention: Dr. Jeff Ling, President  
2878 Remington Green Circle  
Tallahassee, Florida 32308

(b.) If to the Client addressed to:

Burnet County  
Attention: Ms. Sara Ann Luther, Human Resources Director  
220 S. Pierce Street  
Burnet, Texas 78611

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

**11. Miscellaneous.** This Agreement:

(a) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns;

(b) may not (except as provided in Section 9 hereof) be assigned by either party hereto without the prior written consent of the other party (any purported assignment hereof in violation of this provision being null and void);

(c) may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original but all of which together shall constitute



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one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party hereto to produce or account for more than one such counterpart executed and delivered by such party;

(d) may be amended, modified or supplemented only by a written instrument executed by all of the parties hereto; and

(e) embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings among the parties with respect thereto.

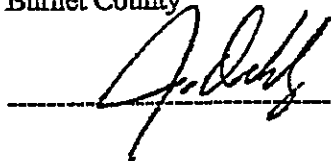
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Evergreen Solutions, LLC



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Jeff Ling, President

Burnet County





# Evergreen Solutions, LLC

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

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May 3, 2022

Ms. Sara Ann Luther  
Human Resources Director  
Burnet County  
220 S. Pierce Street  
Burnet, Texas 78611

SUBMITTED VIA EMAIL: [sluther@burnetcountytexas.org](mailto:sluther@burnetcountytexas.org)

Dear Ms. Luther:

We appreciate the opportunity to submit a letter proposal to conduct a Compensation Study for Burnet County. I have prepared a work plan outlining the tasks, activities, and milestones necessary to accomplish this study as well as a proposed timeline and cost. Evergreen understands the County has approximately 300 employees who will be included in the study.

## Detailed Work Plan

### Task 1.0 Project Kick Off

#### TASK GOALS

- Finalize the project plan with Burnet County (County).
- 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 Meet with the County's Project Manager (CPM) to discuss the following objectives:
- understand the County's mission and current compensation philosophy (if any);
  - review our proposed methodology, approach, and project work plan to identify any necessary revisions;
  - reach agreement on a schedule for the project including all assignments and project milestones/deliverables;
  - establish an agreeable communication schedule.

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

**TASK GOALS**

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

**TASK ACTIVITIES**

- 3.1 Schedule and conduct employee orientation sessions.
- 3.2 Meet with department heads 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 to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.
- 3.4 Work with the CPM to administer the Job Assessment Tool (JAT) and the Management Issues Tool (MIT). Our staff utilizes a web-based tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the CPM before distribution of the JAT/MIT questionnaire.
- 3.5 Review any data provided by the County that may provide additional relevant insight.

**KEY PROJECT MILESTONES**

- JAT and MIT distribution
- Department head interviews
- Employee orientation sessions and focus groups

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

**TASK GOALS**

- Identify the classification of existing positions utilizing Evergreen Solutions' job evaluation system.
- Review JAT responses.
- Characterize internal equity relationships within the County.

**TASK ACTIVITIES**

- 4.1 Review all draft class specifications with the CPM.



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

- 5.4 Develop a preliminary list of organizations for the external labor market survey, placing a comparative emphasis on characteristics such as:
- size of the organization;
  - geographic proximity to the Burnet area;
  - economic and budget characteristics; and
  - other demographic data.
- 5.5 Develop a list of survey targets. 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**

- List of benchmark positions for the external labor market salary assessment
- Initial list of survey peers
- Survey methodology

**TASK GOALS**

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

**TASK ACTIVITIES**

- 6.1 Prepare a customized external labor market salary survey for the CPM's approval. Discuss the questions to include in the survey with the CPM.
- 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 Solutions' electronic data analysis tools.



**Task 8.0**  
**Conduct Solution**  
**Analysis**

**TASK GOALS**

- Conduct analysis comparing JAT 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.
- 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 organization 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 County's needs 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 reports of the Classification and Compensation Study for Burnet County.
- Present final report.

**TASK ACTIVITIES**

- 9.1 Produce a comprehensive draft report that captures the results of each previous step. The report will include any detailed costs associated with recommendations as well as implementation strategies.





**Task 11.0**  
**Provide Revised**  
**Class Descriptions**  
**and FLSA**  
**Determinations**

- 10.2 Recommend recruitment/retention strategies, where appropriate.
- 10.3 Present recommendations to the CPM for review.
- 10.4 Finalize recommendations.
- 10.5 Provide instructional information/training to Human Resources staff to ensure that staff can conduct audits/adjustments consistent with study methods until the next formal study is conducted using Evergreen's *JobForce Manager* tool that will enable Human Resources staff to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs -- allowing for streamlining, and an increase in fairness and transparency of regular compensation and classification tasks after solution implementation.

**KEY PROJECT MILESTONES**

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

**TASK GOALS**

- Update existing class descriptions.
- Create new class descriptions as needed, ensuring FLSA, EEO/ADA requirement satisfaction.
- Provide final version of all class descriptions/specifications in electronic format (i.e., MS Word) after approval by the CPM.

**TASK ACTIVITIES**

- 11.1.1 Assess current class descriptions for form, content, validity, and ADA compliance.
- 11.1.2 Discuss any necessary changes to the class description format with the CPM.
- 11.1.3 Update classification descriptions based on data gathered from the JAT process.
- 11.1.4 Create any new class descriptions based on the proposed classification structure by leveraging data from the JAT process, as needed. Provide complete listing of the allocation of job classes to salary range assignments.
- 11.1.5 Make FLSA determinations based on work performed and federal requirements.

