

Consulting Services Agreement

By and Between

Williamson County

and

Evergreen Solutions, LLC

This Agreement (the "Agreement"), dated effective as of December 18, 2012, is made by and between Evergreen Solutions, LLC, a Florida limited liability company ("Evergreen"), and Williamson County, a political subdivision of the State of Texas (the "Client").

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

NOW, THEREFORE, the parties hereto agree as follows:

1. Engagement. Evergreen hereby agrees to provide such management consulting services for the Client as may be reasonably requested by the Client in connection with **Exhibit 1**, a detailed work plan, which identifies the tasks, activities, and milestones to be performed by Evergreen and as outlined in the scope of services of the Williamson County Request For Proposals #13RFP00111, which is incorporated herein for all purposes. Dr. Jeff Ling, Executive Vice-President of Evergreen, will serve as the Project Director for all services to be performed pursuant to this Agreement. The remaining members of Evergreen Team will include: Mr. Brian Wolfe, Assistant Project Manager; Ms. Stephanie Lindsay, Project Consultant; Ms. Lauren Lombardo, Project Consultant; and Mr. Kyle Barnett, Project Consultant. Evergreen Team will be available to answer any questions and/or address any issues or concerns during the course of the study with the HR Team/Project Committee and select Client staff.

2. Extent of Services. Evergreen 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 agrees to devote such time as is reasonably required to fulfill its duties hereunder.



Throughout the duration of this Agreement, Evergreen will serve as an independent contractor of the Client, and, as such, Evergreen will obey all laws relating to federal and state income taxes, 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 may utilize subcontractors, but Evergreen 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 effective date hereof and shall continue through April 16, 2013, unless earlier terminated pursuant to Section 6 hereof.

4. Compensation.

(a) As compensation for the services set out herein and for performance rendered by Evergreen of its duties and obligations hereunder, the Client shall pay to Evergreen an aggregate fee equal to \$97,000 (the "Consulting Fee"), earned and payable according to the following invoice/payment schedule.

1/4 upon completion of Task 1 of Exhibit 1
1/4 upon completion of Tasks 2 through 4 of Exhibit 1
1/4 upon completion of Tasks 5 through 11 of Exhibit 1
1/4 upon completion of Tasks 12 – 14 of Exhibit 1

The consulting fee further includes three on-site visits to Williamson County to perform the following:

- 1) conduct employee orientation sessions, conduct focus groups with the selection/evaluation committee and Client staff, conduct workshop with the Williamson County Commissioners Court, and hold meetings with departments heads and elected officials of Williamson County (i.e., **Task 2 of Exhibit 1**). These activities may take up to one week to complete and will be scheduled by the Client;
- 2) meet with the Client's Project Manager and the HR Team/Project Committee to discuss potential solutions (i.e., **Task 10 of Exhibit 1**); and
- 3) deliver presentation of the final report to the Williamson County Commissioners Court on April 16, 2013.

(b) Should Client choose to add additional work that is beyond the scope set forth in Exhibit 1, such additional work and any necessary expenses shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation and related expenses to be paid by Client for the additional work. Evergreen shall not begin any additional work and Client shall not be obligated to pay for any additional work or any related expenses unless a written amendment to this Agreement has been signed by both parties in advance. Any additional work and any on-site visits that may become necessary for the performance of such additional work will be at a rate of \$150 per hour plus approved and actual expenses.

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



5. Reimbursement for Expenses.

The Consulting Fee indicated in section 4 of this Agreement is inclusive of all expenses borne by Evergreen and therefore no expenses, except prior approved expenses in relation to additional work to be performed pursuant to a separate written amendment to this Agreement, shall be reimbursed to Evergreen by the Client for the duration of this Agreement.

6. Termination. This Agreement may be terminated as follows:

(a) **Termination for Cause:** Client reserves the right to terminate this Agreement for default if Evergreen breaches any of the terms and conditions of this Agreement or if Evergreen becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Client may have at law or in equity or as may otherwise be provided herein. Default may be construed as, but not limited to, failure to deliver the proper services and/or deliverables within the proper amount of time, and/or to properly perform any and all other requirements to Client's satisfaction, and/or to meet all other obligations and requirements of this Agreement.

(b) **Termination for Convenience:** Client may terminate this Agreement for convenience and without cause or further liability, upon thirty (30) calendar days written notice to Evergreen. In the event Client exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Evergreen for services provided to and including the date of termination, will be due and payable. No penalty will be assessed for Client's termination for convenience.

7. Confidential Information. Evergreen 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.

8. Covenants. Evergreen 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.

9. 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).

10. INDEMNIFICATION

EVERGREEN SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS CLIENT, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF EVERGREEN, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF EVERGREEN OR ANY OF EVERGREEN'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO EVERGREEN'S AND CLIENT'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.



FURTHERMORE, CLIENT, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO EVERGREEN ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. EVERGREEN FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS CLIENT, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO EVERGREEN'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THIS AGREEMENT.

EVERGREEN SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO CLIENT AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE CLIENT WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF CLIENT REQUIRED BY EVERGREEN IN THE DEFENSE OF EACH MATTER. EVERGREEN'S DUTY TO DEFEND, INDEMNIFY AND HOLD CLIENT HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY CLIENT IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF CLIENT, EVERGREEN SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF EVERGREEN ARE NOT AT ISSUE IN THE MATTER.

11. 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, addressed to:

Evergreen Solutions, LLC
Attention: Dr. Jeff Ling, Executive Vice President
2852 Remington Green Circle, Suite 101
Tallahassee, Florida 32308

(b.) If to the Client, addressed to:

Williamson County
Attention: Ms. Lisa Zirkle, Human Resources Senior Director
301 SE Inner Loop, Suite 106
Georgetown, Texas 78626

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



12. Interest and Late Payments. Client's payment of amounts that become due hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Client within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Client shall notify Evergreen of the discrepancy. Following Client's notification of any discrepancy as to an invoice, Evergreen must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Client shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Client's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

13. Client's Right to Audit. Evergreen agrees that Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Evergreen, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Evergreen agrees that Client shall have access during normal working hours to all necessary Evergreen facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give Evergreen reasonable advance notice of intended audits.

14. Miscellaneous.

(a) **Venue and Governing Law.** Evergreen hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

(b) **Funding.** Client intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of this Agreement. Evergreens understand and agree that the Client's payment of amounts under this Agreement shall be contingent on the Client receiving appropriations or other expenditure authority sufficient to allow the Client, in the exercise of reasonable administrative discretion, to make payments under this Agreement.

(c) **Assignment, Successors and Assigns.** Evergreen may not assign, sell, or otherwise transfer this Agreement or any other rights or interests obtained under this Agreement without written permission of the Williamson County Commissioners Court. This Agreement shall be binding upon and inure to the benefit of the contracting parties and their respective successors and permitted assigns.



(d) **Implied Requirements.** Services not specifically described or required in this Agreement, but which are necessary to comply with the terms of this Agreement, shall be deemed to be implied and included in the Agreement.

(e) **Proprietary Information and Texas Public Information Act.** All material submitted to the Client shall become public property and subject to the Texas Public Information Act upon receipt. If a Evergreen does not desire proprietary information items or data furnished to Client to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The Client will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by Evergreen, the Client may choose to place such information on the Client's website and/or a similar public database without obtaining any type of prior consent from Evergreen.

To the extent, if any, that any provision in this RFP or in Evergreen's Proposal is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Client, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Client as to whether or not the same are available to the public. It is further understood that Client's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Client, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Client by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

(f) **Relationship of the Parties.** Evergreen shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give Client the right to direct Evergreen as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that Evergreen shall follow the desires of Client in the results of the work only. Client shall not retain or have the right to control Evergreen's means, methods or details pertaining to Evergreen's performance of the services subject of this Agreement. Client and Evergreen hereby agree and declare that Evergreen is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that Evergreen is not an employee of Client, and that Evergreen and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by Client.

(g) **Equal Opportunity.** Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(h) **Sales and Use Tax Exemption.** Client is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Client.



(i) **No Waiver of Immunities.** Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Client, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Client does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

(j) **No Waiver.** The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

(k) **Current Revenues.** The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness for which Client is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Client shall have the right to terminate this Agreement at the end of any Client fiscal year if the governing body of Client does not appropriate sufficient funds as determined by Client's budget for the fiscal year in question. Client may affect such termination by giving written notice of termination to Evergreen.

(l) **Assignment.** Evergreen's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Client.

(m) **General Obligations and Reliance.** Evergreen shall perform all services, as well as those reasonably inferable and necessary for completion and provision of the services required hereunder. Evergreen shall keep the Client informed of the progress and quality of the services to be provided. Evergreen agrees and acknowledges that Client is relying on Evergreen's represented expertise and ability to provide the services described herein. Evergreen agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Client in accordance with Client's requirements and procedures. Evergreen's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Client nor shall Evergreen be released from any liability by reason of such approval by the Client, it being understood that the Client at all times is ultimately relying upon Evergreen's skill and knowledge in performing the services required hereunder.

(n) **Severability.** While the parties hereto believe that the terms hereof are fair, reasonable and enforceable in all respects, it is agreed that any provision of this Agreement which is held to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In addition to any other remedy which Client may have at law or in equity, Client shall be entitled to injunctive relief for a breach of Sections 7 and 8 (b) of this Agreement by the Consultant.

(o) **Entire Agreement and Precedence.** This Agreement, including the aforementioned RFP and Evergreen's proposal submitted in response to the RFP on November 21, 2012, 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. In the event a

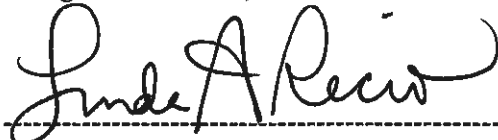


dispute arises between (1) this Agreement, (2) the RFP and its addenda; and/or (3) Evergreen's proposal submitted in response to the RFP on November 21, 2012, applicable documents will be referred to for the purpose of clarification, resolutions of conflicting terms or for additional detail in the following order of precedence: (1) this Agreement (2) the RFP and its Addenda; and (3) Evergreen's proposal.

(p) **Execution.** This Agreement 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 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.

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

Evergreen Solutions, LLC



Linda Recio, President

Williamson County, Texas

Honorable Dan A. Gattis, County Judge



Exhibit 1 – Detailed Work Plan

The detailed work plan that Evergreen shall use for the Classification and Compensation Study for Client is provided in this Exhibit 1. Evergreen has broken down its work plan into three phases as identified in the scope of services of the RFP. (Note: Evergreen understands that there are approximately 1,080 county employees and 450 law enforcement/corrections personnel that will be included in the study).

Evergreen understands that, as required in the RFP, there will be a meeting with the HR Team/project committee at the initiation of each phase of the study and that a presentation will be made to the committee and the Williamson County Commissioners Court at the conclusion of each of the following phases. Each of the first three phases will consist of Tasks 2 – 11 of Evergreen's work plan. **Phase IV** will consist of Tasks 12 – 14.

- **Phase I** – Sheriff's Office Peace Officer Job Families / Jobs / Positions
- **Phase II** – Constables, Corrections, Investigators Job Families / Jobs / Positions
- **Phase III** – Non-Tenure Plan Job Families / Jobs / Positions
- **Phase IV** – Summary Report / Recommendations

Task 1.0 Project Kick Off

TASK GOALS

- Finalize the project plan with Client.
- Gather all pertinent data.
- Finalize any remaining contractual matters and, if necessary and agreed to by both parties, amend this Agreement.
- Establish an agreeable final time line for all project milestones and deliverables and Evergreen shall submit the written final time line to Client's Project Manager (CPM) and the HR Team/project committee.

TASK ACTIVITIES

- 1.1 Meet with the CPM and the HR Team/project committee to discuss the following objectives:
- understand the Client's mission and current compensation philosophy (if any);
 - review Evergreen's 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; and



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- establish an agreeable communication schedule.
- 1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the Client and some of the short- and long-term priorities. This activity serves as the basis for assessing where the organization is going and what type of pay plan will reinforce current and future goals.
- 1.3 Obtain relevant materials, 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; benefit plans;
 - strategic business plans, budgets, and performance evaluation forms; and
 - personnel policies and procedures, and the step placement policies.
- 1.4 Review and edit the project work plan and submit a schedule for the completion of each project task.
- 1.5 Conduct progress meetings with Client representatives via telephone conference, as needed, throughout the course of the study.

KEY PROJECT MILESTONES

- Comprehensive project management plan
- Comprehensive database of Client's employees
- Progress meetings



PHASE I – SHERIFF’S OFFICE PEACE OFFICER JOB FAMILIES / JOBS / POSITIONS
PHASE II – CONSTABLES, CORRECTIONS, INVESTIGATORS JOB FAMILIES / JOBS / POSITIONS
PHASE III – NON-TENURE PLAN JOB FAMILIES / JOBS / POSITIONS

Task 2.0
Collect and Review
Current
Environment Data

TASK GOALS

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

TASK ACTIVITIES

- 2.1 Schedule and conduct employee orientation sessions.
- 2.2 Conduct a workshop with the Williamson County Commissioners Court.
- 2.3 Meet with elected officials and 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.
- 2.4 Hold focus groups with the selection/evaluation committee and Client staff to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.
- 2.5 Work with the CPM to administer the JATs and MITs. Evergreen’s staff utilizes a web-based tool for data collection, but Evergreen can provide paper copies as well as those for classifications without computers or Internet access. Evergreen will seek approval from the CPM before distribution of the JAT/MIT questionnaire.
- 2.6 Review any data provided by the Client that may provide additional relevant insight.
- 2.7 Review internal career ladders and make recommendations to keep positions competitive.

KEY PROJECT MILESTONES

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



Task 3.0
Evaluate the
Current System

- Williamson County Commissioners Court workshop

TASK GOAL

- Conduct a comprehensive preliminary evaluation of the Client's existing total compensation plan.

TASK ACTIVITIES

- 3.1 Obtain the existing pay and benefits structure and compensation philosophy. Review the existing pay and benefits structure of Client and look for potential problems to be resolved.
- 3.2 Determine the strengths and weaknesses of the current pay plan(s).
- 3.3 Complete an assessment of current conditions that details the pros and cons of the total compensation system as well as highlights areas for potential improvement in the final adopted solution.

KEY PROJECT MILESTONES

- Review Client's total compensation plan
- Assessment of current conditions

Task 4.0
Develop
Compensation
Philosophy

TASK GOAL

- Facilitate the development of the Client's compensation philosophy.

TASK ACTIVITIES

- 4.1 Conduct a thorough review of all background materials related to the Client's compensation system.
- 4.2 Review information from elected officials and department head interviews.
- 4.3 Facilitate meeting of elected officials and department heads to review results of previous steps and present various options for compensation philosophy components. Coordinate this meeting with the CPM.
- 4.4 Make recommendation for compensation philosophy based on input from previous steps.
- 4.5 Document accepted compensation philosophy.



**Task 5.0
Evaluate and Build
Projected
Classification Plan**

KEY PROJECT MILESTONE

- Compensation philosophy

TASK GOALS

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

TASK ACTIVITIES

- 5.1 Review all draft class specifications with the CPM.
- 5.2 Review the work performed by each classification and score. Include an evaluation of supervisory comments.
- 5.3 Review JAT scores and identify the classification of positions.
- 5.4 Schedule and conduct additional follow up with employees for jobs where uncertainty exists over data obtained from the JATs.
- 5.5 Develop preliminary recommendations for the classification structure. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the JAT scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped into pay grades. Spacing between jobs would be determined, and each classification would be assigned to a pay grade. The final decision on the minimums and maximums of the pay grades would be determined after the market data has been collected.
- 5.6 Review recommendations with the CPM.
- 5.7 Discuss questions and categories for the market survey.

KEY PROJECT MILESTONES

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



Task 6.0
Identify List of
Market Survey
Benchmarks

TASK GOAL

- Identify the proper benchmark positions for the external labor market assessment to reach an appropriate number (**Note:** Evergreen understands that there will be approximately 300 benchmark positions that will be included in this study).

TASK ACTIVITIES

- 6.1 Conduct a thorough review of all materials to date, including employee database, classification listing, interviews, compensation review, and meetings with CPM.
- 6.2 Identify, from the initial review, a list of classifications (benchmarks) to include in the labor market survey.
- 6.3 Submit the proposed list of positions to the CPM for review.
- 6.4 Based on CPM review, make revisions to the benchmark list and finalize consistent with Evergreen's analysis.

KEY PROJECT MILESTONES

- Preliminary list of benchmark classifications
- Final list of benchmark positions for the external labor market assessment

Task 7.0
Identify Approved
List of Survey
Targets

TASK GOAL

- Identify and develop a comprehensive list of targets for conducting a successful external labor market assessment.

TASK ACTIVITIES

- 7.1 For each employee group, review with the CPM peer organizations that must be included in the survey.
- 7.2 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 Georgetown area;
 - economic and budget characteristics; and
 - other demographic data.



**Task 8.0
Conduct Market
Survey and Provide
External
Assessment
Summary**

- 7.3 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.
- 7.4 Review survey methodology with CPM and refine survey methodology prior to distribution of survey.
- 7.5 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

KEY PROJECT MILESTONES

- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts

TASK GOALS

- Conduct the external labor market salary survey for both general employees and law enforcement / corrections personnel.
- Provide a summary of the survey results to the Client for review.

TASK ACTIVITIES

- 8.1 Prepare a customized external labor market salary survey for the Client's approval.
- 8.2 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 8.3 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 8.4 Collect and enter survey results into Evergreen's electronic data analysis tools.
- 8.5 Validate all data submitted.
- 8.6 Develop summary report of external labor market assessment results.
- 8.7 Submit summary report, including graphs and charts, of external labor market assessment results to CPM.



**Task 9.0
Develop Strategic
Positioning
Recommendations**

KEY PROJECT MILESTONES

- Market survey instrument
- Summary report of external labor market assessment results

TASK GOALS

- Assess the appropriateness of the Client's current compensation philosophy.
- Plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

- 9.1 Identify the compensation philosophy and accompanying thresholds.
- 9.2 Using the market data collected in **Tasks 8.0** and the classification data reviewed in **Task 5.0**, determine the proper pay plan including number of grades, steps, and ranges.
- 9.3 Identify highly competitive positions within the County and customize recommendations for compensation where required.
- 9.4 Compare ratio analysis by gender and race as it relates to internal pay analysis and make any adjustments as necessary.
- 9.5 Produce a pay plan(s) that best meets the needs of the Client from an internal equity 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
- Pay analysis by gender and race

**Task 10.0
Conduct Solution
Analysis and
Present Results of
Phases I - III**

TASK GOALS

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



- Deliver presentation of results from Phases I – III of study.

TASK ACTIVITIES

- 10.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan.
- 10.2 Place all classifications into pay grades based on **Task Activity 10.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 10.3 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.
- 10.4 Meet with the CPM and the HR Team/project committee to discuss the potential solutions.
- 10.5 Determine the best solution to meet the Client's needs in the short-term and long-term.
- 10.6 Document the accepted solution.
- 10.7 Present results of Phases I – III to the CPM and the HR Team/project committee and Williamson County Commissioners Court.

KEY PROJECT MILESTONES

- Initial regression analysis
- Potential solutions
- Documented final solution

Task 11.0 Provide Revised Class Descriptions and FLSA Determinations

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 and/or Excel) after approval by the CPM and the HR Team/project committee.

TASK ACTIVITIES

- 11.1 Assess current class descriptions for form, content, validity, and ADA compliance.



- 11.2 Assess accuracy of position titles and descriptions with regard to unique characteristics of the position, essential job function, minimum qualifications, working conditions, licensing requirements, "on-call" requirements, and supervisory requirements.
- 11.3 Discuss new class description format with the CPM and the HR Team/project committee.
- 11.4 Revise classification descriptions based on data gathered from the JAT process.
- 11.5 Create new class descriptions for new classifications, as needed. Provide complete listing of the allocation of job classes to salary range assignments.
- 11.6 Make FLSA determinations based on work performed and federal requirements.
- 11.7 Recommend a systematic, regular process for reviewing job descriptions.

KEY PROJECT MILESTONES

- Updated class descriptions
- New class descriptions as needed

PHASE IV – SUMMARY REPORT / RECOMMENDATIONS

Task 12.0 Develop and Submit Draft and Final Reports and Deliver Presentation

TASK GOALS

- Develop and submit a draft and final report of the Classification and Compensation Study for Client.
- Deliver a presentation of the final report to Client.

TASK ACTIVITIES

- 12.1 Produce a comprehensive draft report that captures the results of each previous step. Provide the draft report to the CPM and the HR Team/project committee for review and approval. The report will include a multi-year implementation strategy based on financial parameters, employee performance and compensation benchmarks as well as an excel model for pricing updates to compensation for the annual budget process.



**Task 13.0
Develop
Recommendations
for Compensation
Administration**

- 12.2 Submit the comprehensive draft report to the CPM and the HR Team/project committee.
- 12.3 Make edits and submit necessary copies of the final report which will describe the classification and pay plan and will recommend implementation procedures as well as procedures for the continuing maintenance and administration of the plan.
- 12.4 Make a presentation on April 16 of the final report to the Williamson County Commissioners Court.
- 12.5 Develop a communication plan for sharing study results with employees.
- 12.6 Develop implementation database to communicate the process and progress of this project to the CPM and any other employee or groups designated by the CPM.
- 12.7 Develop a plan for maintaining recommendations over time.

KEY PROJECT MILESTONES

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

TASK GOAL

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

TASK ACTIVITIES

- 13.1 Develop recommendations and guidelines for the continued administration and maintenance of the classification and compensation structure, 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;
 - the proper mix of pay;



**Task 14.0
Provide System
Training**

- 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.

13.2 Recommend recruitment/retention strategies, where appropriate.

13.3 Implement performance/merit based methodology and cost control.

13.4 Present recommendations to the CPM and the HR Team/project committee for review.

KEY PROJECT MILESTONES

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

TASK GOALS

- Provide training to select Client staff.
- Provide associated maintenance instruction and documentation for *JobForce* software.

TASK ACTIVITIES

14.1 Coordinate the training schedule with the CPM and the HR Team/project committee.

14.2 Provide select Client staff with necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total compensation system is accomplished.

14.3 Provide the Client with necessary copies of *JobForce* software. Evergreen's software is web-based and compatible with all web browsing platforms. No Client installation or data storage will be required.

14.4 Provide one (1) year maintenance of the software at no cost to Client.

KEY PROJECT MILESTONES

- Training instruction and documentation
- System software training

