

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
EVERGREEN SOLUTIONS, LLC
FOR
PREPARATION AND REVIEW OF CLASSIFICATION & BENEFITS COMPENSATION STUDY**

THIS AGREEMENT is made between **EVERGREEN SOLUTIONS, LLC** a Florida corporation, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the City desires to have the provider conduct a Classification and Benefits Compensation plan study with the purpose of reviewing all City personnel positions, job descriptions, incumbent salaries, reviewing the existing pay plan, and produce a competitive pay plan for the City that best contributes to and establishes internal and external equity.

WHEREAS, the Provider has particular expertise in the subject matter of conducting Salary and Compensation studies and preparing Classification and Compensation plans, and is ready and able to offer the professional services in the manner desired by the City; and

WHEREAS, the Provider and City, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of reviewing the established Classification and Benefits Compensation plan for potential problems, and conducting a new study to ensure City is providing adequate position compensation as it relates to benchmark salary and benefits.

1. **Scope of Services/Deliverables.**
 - 1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services, attached hereto as **Exhibit "A"**, which is incorporated herein and made a part hereof by this reference.
 - 1.2 The "Scope of Services" includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.
2. **Term/Commencement Date.**
 - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect until the completion of the services, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement by written notice to the Provider.
 - 2.2 Provider agrees that time is of the essence and shall complete each deliverable for the Service within the timeframes set forth in the Schedule,

unless extended by the City Manager. In no event shall Tasks 1-11 exceed four months from the date of commencement.

2.3 The initiation of the Pay and Classification Study shall commence on December 1, 2020.

3. **Compensation and Payment.**

3.1 The Provider shall be compensated in the following manner:

As compensation for the services contemplated herein and for performance rendered by **EVERGREEN SOLUTIONS, LLC**, of its duties and obligations hereunder, the City shall pay to **EVERGREEN SOLUTIONS, LLC**, an aggregate fee not to exceed \$42,000 as indicated in Exhibit A (The "Consulting Fee"), in accordance with the pay schedule. In no event shall the fees due under this Agreement exceed the expressed budgeted amount.

3.2 The City shall pay Provider in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay the Provider the undisputed portion of the invoice. Upon written request from the City's Finance Director, the Provider shall submit written documentation to justify an invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-providers/Sub-consultants.**

4.1 The Provider shall be responsible for all payments to any sub-providers/sub-consultants and shall maintain responsibility for all work related to the scope of services.

4.2 Any sub-providers/sub-consultants used on the in conjunction with the required services under this Agreement must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.

6. **Provider's Responsibilities.**

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Service as has ordinarily been provided by the Provider through the previous September 17, 2014 Agreement between Provider and the City. If at any time during the term of this Agreement or within one year from the completion of the Service, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the expressed Scope of Services of the Agreement, upon written notification from the City Manager, the Provider shall at Provider's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this Agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager for any reason may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause, with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Provider fails to cure within five (5) days of receiving notice from the City of such breach; a failure on the part of Provider to adhere to the City's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of Provider that constitutes a violation of Federal, State, County, or City Law.

- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the project.
- 8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 8.4 The Provider shall transfer all books, records, reports, working drafts, documents, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.
- 8.5 If the Provider wishes to terminate this Agreement, it must provide the City with thirty (30) days written notice. Failure to provide the City with such days written notice may result in the Provider being unable to do business with the City in the future.

9. **Insurance.**

9.1

Provider shall furnish the City with a certificate of insurance reflecting insurance coverage to be in effect at all times during, with no less than terms specified below. All policies or certificates of insurance are subject to review and verification by Risk Management. The insurance provider selected by Vendor must be authorized to do business in the State of Florida and rated no less than "A-" as to management and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. The City reserves the right to solicit additional insurance requirements as needed, and request copies of all insurance policies including any and all applicable endorsements. The Vendor shall provide the City with written notice of any cancellation and/or material change that deviates coverage from the following requirements.

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence	\$1,000,000.00
Policy Aggregate	\$1,000,000.00
Personal & Adv. Injury Liability	\$1,000,000.00
Products/Completed Operations	\$1,000,000.00

B. Endorsements Required

City of Doral listed as an additional insured

II. Automobile Liability (Required) \$300,000.00

- Owned, Scheduled Autos, including
- Hired, Non-Owned Autos, and food trucks
- City of Doral listed as an additional insured

III. Workers Compensation

Employer's Liability – Statutory Requirements - State of Florida

A. Limits of Liability

Bodily injury caused by an accident, each accident	\$100,000.00
Bodily injury caused by disease, each employee	\$100,000.00
Bodily injury caused by disease, policy limit	\$500,000.00

9.2 The City may require proof of the aforementioned insurance prior to the commencement of the Services. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, ESQ.
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

For The Provider: Dr. Jeff Ling
 President
 Evergreen Solutions, LLC.
 2878 Remington Green Circle
 Tallahassee, FL 32308

14. Governing Law.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19.2 The Provider agrees that it will not take any Federal tax position inconsistent with it being a service provider.

20. **Compliance with Laws.**

20.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Service.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

25. **Removal of Unsatisfactory Personnel**

25.1 The City may make written request to Provider for the prompt removal and replacement of any personnel employed or retained by Provider or any sub provider. The Provider shall respond to the City within fourteen calendar days of receipt of such request with either the removal and replacement of such personnel or with written justification as to why removal is not warranted. All decisions involving personnel will be made by Provider. Such request shall solely relate to said employees work under this agreement. In the event the City Manager disagrees with the justification offered by Provider, the City Manager's decision to replace the employee shall be final.

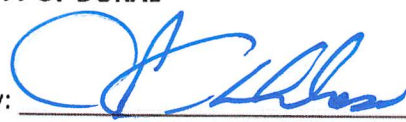
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its President, whose representative has been duly authorized to execute same.

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By: 

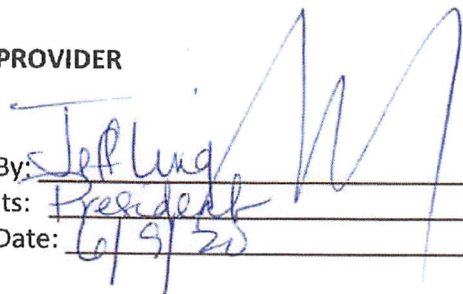
Albert P. Childress, City Manager
Date: June 10, 2020

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, ESQ.
City Attorney

PROVIDER

By: 

Its: President
Date: 6/9/20

"EXHIBIT A"

Enter pricing breakdown here.

Total, not-to-exceed, fixed cost to complete all tasks identified in the detailed work plan (Exhibit A) is \$42,000.00

This above cost 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.

The following is our proposed fee schedule:

- 25% - upon completion of Tasks 1 - 2 of our work plan
- 25% - upon completion of Tasks 3 - 4 of our work plan
- 25% - upon completion of Tasks 5 - 6 of our work plan
- 25% - upon completion of Tasks 7 - 11 of our work plan



Evergreen Solutions, LLC

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

March 18, 2020

Rita M. Garcia, M.S.
Acting Human Resources Director
City of Doral
8401 NW 53 Terrace
Doral, Florida 33166

SUBMITTED VIA EMAIL: rita.garcia@cityofdoral.com

Dear Ms. Garcia:

We appreciate the opportunity to provide you with a letter proposal to conduct a Pay and Classification Study for the City of Doral with an optional benefits survey. I have prepared a detailed work plan outlining the tasks, activities, and milestones necessary to successfully provide the requested work as well as our proposed cost and timeline.

Detailed Work Plan

Task 1.0 Project Kick Off

TASK GOALS

- Finalize the project plan with the City of Doral (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 Meet with the City's Project Manager (CPM) to discuss the following objectives:
- understand the City's mission and current compensation philosophy (if any);
 - 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;
- 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, 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), benefits information; and classification system; and
- personnel policies and procedures.

1.4 Review and edit the project work plan and submit a schedule for the completion of each project task.

KEY PROJECT MILESTONES

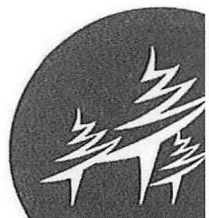
- Comprehensive project management plan
- Comprehensive database of City employees

TASK GOAL

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

TASK ACTIVITIES

- 2.1 Obtain the existing pay structure and compensation philosophy. Review the existing pay structure and look for potential problems to be resolved.
- 2.2 Determine the strengths and weaknesses of the current pay plan(s).
- 2.3 Discuss any existing compression issues and possible resolutions.
- 2.4 Discuss a preliminary compensation philosophy with the CPM on where the City desires to be in the market with regard to pay.



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

- 2.5 Complete an assessment of current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.

KEY PROJECT MILESTONES

- Review of existing compensation plan(s)
- Assessment of current conditions

TASK GOALS

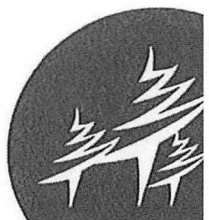
- Conduct statistical and anecdotal research into the current environment within the City of Doral.
- Guide subsequent analytical tasks.

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 all 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 City 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 City of Doral.

TASK ACTIVITIES

- 4.1 Review all draft class specifications with the CPM.
- 4.2 Review the work performed by each classification and score. Review includes evaluation of supervisory comments.
- 4.3 Review JAT 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 the JATs.
- 4.5 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. Final decision on the minimums and maximums of the pay grades would be determined after the market data has been collected.
- 4.6 Review recommendations with the CPM.

KEY PROJECT MILESTONES

- JAT 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

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



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

TASK ACTIVITIES

- 5.1 Work with the CPM to identify the list of classifications (benchmarks) to include in the labor market survey. **Note:** Evergreen will work with the CPM to select up to 50 positions to use as benchmarks for the salary survey.
- 5.2 Finalize the list of benchmark positions.
- 5.3 Review with the CPM peer organizations that should be included in the 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, placing a comparative emphasis on characteristics such as:
 - size of the organization;
 - geographic proximity to the Doral 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

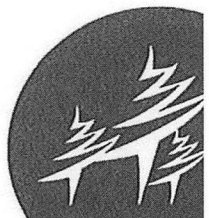
- List of benchmark positions for the external labor market assessment
- Initial list of survey peers
- Survey methodology

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.



**Task 7.0
Develop Strategic
Positioning
Recommendations**

- 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.
- 6.5 Validate all data submitted.
- 6.6 Develop summary report of external labor market assessment results.
- 6.7 Submit summary report of external labor market assessment results to the CPM.

KEY PROJECT MILESTONES

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

TASK GOALS

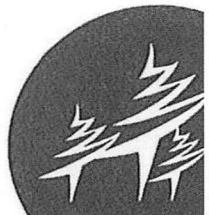
- Assess the appropriateness of the City's current compensation philosophy
- Develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

- 7.1 Identify the compensation philosophy and accompanying thresholds.
- 7.2 Using the market data collected in **Task 6.0**, as well as the classification data reviewed in **Task 4.0**, determine the proper pay plan for the City including number of grades, steps, and ranges.
- 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 best meets needs 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



**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 City'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 Pay and Classification Study for the City of Doral.
- 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 the implementation of any recommended changes resulting from this study.
- 9.2 Submit the comprehensive draft report to the CPM for review and approval.



**Task 10.0
Develop
Recommendations
for Compensation
Administration**

- 9.3 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.
- 9.4 Present the final report.
- 9.5 Develop implementation database to communicate the process and progress of this project to the CPM.
- 9.6 Develop a plan for maintaining recommendations over time.

KEY PROJECT MILESTONES

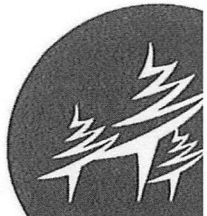
- Draft and final reports
- Final presentation
- Communication plan
- Implementation and maintenance database

TASK GOALS

- Develop recommendations for the continued administration by the City's staff to sustain the recommended compensation and classification structure.
- Provide training.

TASK ACTIVITIES

- 10.1 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 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.



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

- 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

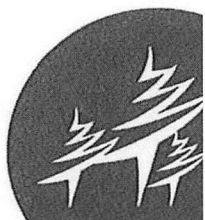
- Update existing class descriptions.
- Create new class descriptions as needed, ensuring FLSA, EEO/ADA requirement satisfaction.
- Provide final version of all class descriptions/specifications in electronic format (i.e., MS Word) after approval by the CPM.

TASK ACTIVITIES

- 11.1 Assess current class descriptions for form, content, validity, and ADA compliance.
- 11.2 Discuss new class description format with the CPM.
- 11.3 Revise classification descriptions based on data gathered from the JAT process.
- 11.4 Create new class descriptions for new classifications, as needed. Provide complete listing of the allocation of job classes to salary range assignments.
- 11.5 Make FLSA determinations based on work performed and federal requirements.

KEY PROJECT MILESTONES

- Updated class descriptions
- New class descriptions as needed



Proposed Cost and Timeline

Our total, not-to-exceed, fixed cost to complete all tasks identified in our detailed work plan is **\$39,000**. Our cost 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 cost to conduct a benefits survey would be **\$3,000**.

The following is our proposed fee schedule:

- 25% - upon completion of Tasks 1 - 2 of our work plan
- 25% - upon completion of Tasks 3 - 4 of our work plan
- 25% - upon completion of Tasks 5 - 6 of our work plan
- 25% - upon completion of Tasks 7 - 11 of our work plan

Evergreen can conduct the study in four months of the execution of a contract.

We appreciate the opportunity to provide you with this letter proposal and would love the opportunity to again work with the City of Doral. If you need any additional information, please feel free to contact me at (850) 383-0111 or via email at jeff@consultevergreen.com.

Sincerely,



Dr. Jeffrey Ling
President
Evergreen Solutions, LLC





EVERSOL-01

MSTOKES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 1117 Thomasville Road Tallahassee, FL 32303	CONTACT NAME: PHONE (A/C, No, Ext): (850) 386-1111	FAX (A/C, No): (850) 385-9827
	E-MAIL ADDRESS:	
INSURED Evergreen Solutions, LLC 2878 Remington Green Circle Tallahassee, FL 32308	INSURER(S) AFFORDING COVERAGE	
	INSURER A: MAPFRE Insurance Company of Florida	NAIC # 34932
	INSURER B: Hartford Casualty Insurance Company	29424
	INSURER C: Twin City Fire Insurance Company	29459
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CP0008008579	8/17/2019	8/17/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ Excluded
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5204070000654	8/17/2019	8/17/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42600500005900	8/17/2019	8/17/2020	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		21WECAB8IM0	10/24/2019	10/24/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liab			21PG0258846	8/17/2019	8/17/2020	Each Claim	1,000,000
C	Professional Liab			21PG0258846	8/17/2019	8/17/2020	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Doral, Florida is listed as an additional insured for general liability

CERTIFICATE HOLDER City of Doral, Florida 8401 NW 53rd Terrace Doral, FL 33166	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

RESOLUTION No. 20-71

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-321 OF THE CITY'S CODE OF ORDINANCES, WAIVING THE COMPETITIVE BID PROCESS IN FAVOR OF EVERGREEN SOLUTIONS, LLC.; AUTHORIZING THE CITY MANAGER TO EXECUTE AND ENTER INTO AN AGREEMENT WITH EVERGREEN SOLUTIONS, LLC; APPROVING THE PROPOSAL FROM EVERGREEN SOLUTIONS, LLC, FOR THE PROVISION OF THE COMPENSATION AND CLASSIFICATION STUDY AND ANALYTICAL RECOMMENDATIONS FOR IMPROVEMENT, RETENTION AND RECRUITMENT IN A TOTAL AMOUNT NOT TO EXCEED \$42,000.00; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EVERGREEN SOLUTIONS, LLC., ON THE TERMS APPROVED HEREIN; AND TRANSFER AND EXPEND \$42,000.00 OF BUDGETED FUNDS FROM ACCOUNT No. 001.50005.500492 TO ACCOUNT No. 001.50005.500310; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 10, 2014, the City Council for the City of Doral (the "City") approved Resolution No.14-138 requesting and approving a Classification and Compensation study that included all City employees (the "Study"), with the intent of obtaining benchmark salary and compensation and updating employee job classifications and compensation accordingly; and

WHEREAS, Evergreen Solutions, LLC ("Evergreen") was retained by the City to conduct the Study; and

WHEREAS, via Resolution 15-88, the City Council adopted the current Pay Plan and approved the funding for, and authorized the manager to implement, the 30-Year Class Parity Plans; and

WHEREAS, the City Council participated in the March 6 and 7, 2020, Strategic Planning Sessions and concluded that it is in the City's best interest to update and maintain a competitive edge through the appropriate classification and compensation of

its employee's and to ensure that employees are adequately rewarded for their experience and years of service to the City.

WHEREAS, Evergreen Solutions, LLC; provided the City with an exceptional outcome in 2014 and is thoroughly familiar with our compensation system and is willing to maintain the original cost, scope of services, quality and reliability; and

WHEREAS, section 2-321 of the City of Doral Code of Ordinances authorizes the wavier of the City's competitive bidding process, upon the recommendation of the City Manager based on the City's best interest and nature of the good and/or services; and

WHEREAS, based on the proposal rate and continued quality services provided since ratification, the Staff recommends to the City Manager that the City waive the competitive bid process in favor of Evergreen, LLC as it is in the City's best interest; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Waiver. Pursuant to Section 2-321 of the City Code, and upon the recommendation of the City Manager, the competitive bid process is hereby waived in favor of Evergreen Solutions, LLC. This waiver in and of itself, absent an agreement, does not vest Evergreen Solutions, LLC, with any contractual rights.

Section 3. Approval. The City Manager is hereby authorized to negotiate and enter into an agreement on behalf of the City of Doral with Evergreen Solutions, LLC upon approval from the City Attorney as to form and legal sufficiency, for the provision of a

Classification Compensation and Benefits Study for the City for an amount not to exceed \$42,000.00.

Section 4. Authorization. The City Manager is authorized to execute the work orders and expend budgeted funds on behalf of the City.

Section 5. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 13 day of May, 2020.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY