AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective upon signature, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and EVERGREEN SOLUTIONS LLC, a Limited Liability Company whose address is 2528 Barrington Circle, Unit 201, Tallahassee Florida ("CONTRACTOR").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. CITY desires to engage CONTRACTOR to provide On-Call Geotechnical Engineering Services; and
- B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

- 1. <u>Term of Agreement</u>. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.
- 2. <u>Services to be Performed.</u> CONTRACTOR agrees to provide the services ("Services") as follows: Classification and Compensation study per Exhibit "A". All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Dr. Jeff Ling CCP as CONTRACTOR'S professional(s) responsible for overseeing the Services provided by CONTRACTOR.
- 3. <u>Associates and Subcontractors</u>. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

- 4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed One Hundred Fifty Two Thousand Dollars and Zero Cents (\$152,000).
- 4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.
- 4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:
 - a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
 - b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
 - c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.
- 4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

- 5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.
- 5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the

Services under this Agreement.

- 5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.
- 5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.
- 5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.
- 5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.
- 5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.
- 5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.
- 5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.
- 5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.
- 6. <u>Insurance</u>. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA.

Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

- 6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.
- 6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.
- 6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.
- 6.04 Optional Insurance Coverage. Choose and check one: Required ____/Not Required ____; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

- 7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.
- 7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.
- 7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except

after thirty (30) days' prior written notice has been given to CITY.

- 7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.
- 7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.
- 7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

- 8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.
 - a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.
 - b. Without affecting the rights of CITY under any provision of this

Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A. Indemnification Design Professionals.

8A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR'S proportionate percentage of fault.

9. <u>Additional Services, Changes and Deletions.</u>

- 9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.
- 9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. <u>Termination of Agreement.</u>

- 10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.
- 10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to

CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. <u>Status of CONTRACTOR</u>.

- 11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.
- 11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.
- 11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

- 12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.
- 12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.
- 12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours

and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

- 13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.
- 13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.
- 13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.
- 13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.
- 13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.
- 13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

- 13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.
- 13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:	CONTRACTOR:
CITY OF BEAUMONT	
By:	By:
Mike Lara, City Mayor	Print Name:
Date:	Title:
ATTEST:	Date:
By: Nicole Wheelwright, Deputy City Clerk	
Date:	
APPROVED AS TO FORM:	
By: John O. Pinkney, City Attorney	
Date:	

EXHIBIT "A"

REQUEST FOR PROPOSAL

(insert behind this page)



Website: vww.beaumontca.gov

Address: 550 E. 6th Street Beaumont, CA 92223

Phone: 951.769.8520

Request for Proposals For Classification & Compensation Study - 2025

Questions Due By: January 10, 2025 by 12:00 pm PST **Proposals Due By:** January 31, 2025 by 12:00 pm PST

Contact:

Raveena Chara
Procurement and Contracts Specialist
rchara@beaumontca.gov

RFP Available:

<u>www.publicpurchase.com</u> or https://www.beaumontca.gov/949/Bids-and-RFPs

1. INTRODUCTION

The City of Beaumont ("City") requests written responses to a Request for Proposal (RFP) for qualified consulting services to conduct a City-wide classification and compensation study ("Classification and Compensation Study"). The selected consultant will be one that has demonstrated experience and professionalism in the scope of evaluating municipalities salary structures and conducting comprehensive classification studies. The selected qualified consultant will perform the services under the direction of the City's Administrative Services Director.

Responses must conform to the requirements of this Request for Proposal (RFP). The City reserves the right to waive any irregularity in any proposal, withdraw or amend this RFP or reject any proposal that does not comply with this RFP or City policies.

The City is comprised of the following departments: City Manager's Office, Administrative Services including Human Resources, Information Technology, and Risk Management, Finance including Accounting, Grant management, and Purchasing/Budget, Police including Code Enforcement and Animal Care, Public Works including Engineering and Wastewater, Community Services including Street, Parks and Recreation, Community Development including Planning and Building Services, Transportation including Pass Transit which provides regional transportation. Overall, the City has approximately 217 full time employees and 29 part-time.

Each position within the City has a specific job description outlining the details of the requirements for the position.

The city has not conducted a comprehensive Classification and Compensation Study with the assistance of a professional consulting firm since 2017.

2. THE CITY OF BEAUMONT

The City was incorporated in November 1912 and is located in the San Gorgonio Pass portion of western Riverside County. It is bounded on the west by Calimesa and unincorporated areas, on the north by unincorporated county areas (Cherry Valley), on the south by unincorporated county areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City's boundary is approximately 30 square miles.

The City of Beaumont is rated one of the safest cities in southern California. The City has its own police department. Fire and paramedic services are contracted through Riverside County. The City of Beaumont has been one of the fastest growing cities in California over the past 15 years and has a current population of 54,690. An average of 500 new homes have been permitted annually since 2013 and the population has grown by approximately 1,500 residents each year. Beaumont has seen significant growth in its quality of workforce with educational levels and technical skills. The community has also seen growth in its household income levels. As a result of this growth, the City must continue to provide residents with the quality of life they expect. This involves expanding

park and recreational amenities, maintaining a quality police force to keep pace with growth, construction of regional surface transportation projects, and to perform economic development activities to diversify the city's tax base and increase employment opportunities in the region.

The City Government

The Beaumont City Council is comprised of five Council members, each sharing equal voting powers on all items coming before the Council. Council members are elected to at-large positions for four-year terms, with elections held in November of even-numbered years. The City Council meets annually to select one of its members to serve as Mayor and another to serve as Mayor Pro Tem for one year but no more than two consecutive years.

The City Council provides legislative and policy direction to the City Manager, who implements their decisions to direct the activities of the City. The City Council responds to issues and concerns of the community by allocating resources, developing policies, and formulating strategies that support the vitality and economic viability of the City. All of their decisions must be made at public meetings.

The City Council appoints the City Manager and City Attorney and members of all advisory boards, commissions, and committees. The City Council also serves as the Board of Directors for the Beaumont Financing Authority, Beaumont Utility Authority, and the Beaumont Parking Authority.

3. BACKGROUND

Founded at the turn of the 20th century, Beaumont is proud of its rich history and rural charm. The town served as a welcome "stopping-off point" for early travelers making their way from the Mohave desert to Los Angeles, and later for L.A. residents eager to vacation in Palm Springs. Some, however, set down roots, drawn by the beautiful mountain vistas; clean, crisp air; and the abundance of cherry and apple orchards.

Beaumont provides the very best of rustic, rural beauty and charm, combined with the planned growth, abundant recreational opportunities, and rich community life offered by the finest Southern California cities. The progressive city of over 54,000 people, sits at 2,612 feet in elevation between Riverside and Palm Springs in the Inland Empire. The city operates 18 city-owned parks, including a 20-acre sports park as well as an extensive trails system. The Beaumont School District, with 12 schools, has an outstanding reputation, and it ranks highly in the Pass Area. The city is rounded out with various local service clubs, a state-of-the-art community recreation center, a library, two four-star golf courses, and multiple churches.

The City interacts with numerous other government agencies, including but not limited to the California Department of Parks and Recreation, the California Department of Transportation, the County of Riverside, Riverside County Transportation Commission (RCTC), California Department of Housing and Community Development, the Federal Railroad Administration, the U.S. Economic Development Administration, and the U.S. Department of Justice.

4. Purpose and Objectives

The purpose of the Classification & Compensation Study is to address changes in City operations and staffing as the city has experienced tremendous growth in staff since the last Classification and Compensation Study conducted in 2017. In addition, recent inflation in the economy has produced a higher cost of living which has resulted in a challenge for the city to keep up compensation plans with the rate of inflation. Due to a period of inflation, it has affected the City's ability to provide annual raises for employees and therefore we believe some of our classifications may be below the market.

The objectives are to have a credible Classification & Compensation Plan that recognizes these changes and challenges; ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together; provide salaries commensurate with assigned duties; clearly outline promotional opportunities and provide recognizable compensation growth; and provide justifiable pay differential between individual job classes. In addition, the City welcomes recommendations on staff alignments, reporting relationships, and organizational structure.

SCOPE OF WORK

The intent of this Request for Proposal (RFP) is to secure the services of a qualified professional firm (Consultants) to provide their expertise and knowledge required to assist City staff with facilitation of a Classification and Compensation Study. The selected consultant will be one that has demonstrated experience and professionalism in the preparation of final construction documents and specifications required for final city plan approvals.

Consultant must be proactive and knowledgeable of all regulations required for project acceptance. Consultant shall be an advisor, advocate, and produce a product with the best interest intended for the City within the required schedule and budget.

The following Scope of Service is provided as a guideline and is intended to identify the City's initial expectations and requirements. Consultants may suggest modifications to the proposed Scope of Services and shall expand the scope to include additional and/or optional tasks if deemed necessary to execute and facilitate the proposed services to complete the Project. At a minimum, the following specific tasks are to be included in the proposed Scope of Services.

A. Classification Study – (See Exhibit A)

- 1. Recommend appropriate updates to the classification plan for all existing full time and part -time classifications.
- 2. Meet with staff to discuss and explain the study and agree on the methodology and process to be used.
- 3. Review relevant background materials, including but not limited to, existing job classifications, organizational charts, budgets, salary resolutions and schedules, policies, City of Beaumont's Personnel Manual and Municipal code.

- 4. Conduct interviews and/or job audits as appropriate. Interviews and/or job audits may be conducted individually or in groups based upon classification.
- 5. Recommend appropriate updates to existing classification specifications and the development of new ones, consistent with the City's current class specification format, to reflect current duties and to include the following:
 - a. Title and definition of the job classification;
 - b. Comprehensive description of the essential job functions;
 - c. Requirements of education, experience, knowledge, skills, abilities, licenses, and certifications;
 - d. Supervision exercised and received with definition of lead or supervisory roles; and certifications;
 - e. Working environment and/or conditions, including physical demands in compliance with the Americans with Disabilities Act. ("ADA").
- 6. Identify management supervisory, professional, technical, and general employees and determine/confirm Fair Labor Standards Act ("FLSA") status.
- 7. Draft and submit proposed class specifications for review by City. Recommend. If appropriate, classification series and levels within the series (ie. I/II Senior/Lead etc.) In addition, review the reporting/organizational structure and make suggestions of any changes.
- 8. Present proposed class specifications to City executive team and supervisors for review and receive and incorporate input prior to classification determination.
- 9. Finalize class specifications and recommend appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classification.
- 10. Identify career ladders/promotional opportunities for each classification.
- 11. Establish and facilitate an appropriate employee review and appeal process.

B. Compensation Study

- 1. Review current compensation plan (salary grade levels and steps) and understand current challenges in recruiting and retaining employees.
- 2. Recommend and identify a consistent and competitive market position that City can strive to maintain.
- 3. Conduct a comprehensive total compensation survey of appropriate public sector cities/agencies for each classification that includes, at a minimum, the following components:

- a. Base Salary compare monthly maximum base salary for each classification:
- b. Additional types of pay (ie. longevity, certificate, educational incentive, premium, special assignment, bilingual etc.);
- c. Allowances/stipends/reimbursements (ie. auto, technology/cell phone, uniform/boots, equipment/tools, etc.);
- d. Pension/retirement contributions, including city contributions to deferred compensation plans;
- e. Health benefits for active employees and future retirees (ie. medical, dental, vision, ancillary. Etc.);
- f. Life and disability insurance;
- g. Leave benefits, including accrual and pay-out/conversion (i.e. vacation, sick, holiday, personal, bereavement, jury duty, etc);
- h. Cash in lieu of benefits
- i. Any additional benefits such as EAP, flexible spending accounts, etc, hiring incentives.
- j. Provide the monetary value of the benefits in comparison to the comparator cities.
- 4. Determine the ranking of the City's total compensation in comparison to the comparator cities.
- 5. Conduct an internal base salary relationship analysis, including the development of appropriate internal relationship standards/guidelines.
- 6. Ensure internal salary alignment/equity across all classifications across all departments.
- 7. Recommend an appropriate salary range for each classification that reflects the analyses of both external market survey and the internal relationships.
- 8. Recommend salary range adjustments for classifications, based on study results. Considering the City's salary structure and compensation goals, develop strategy for implementing the results of the study, including how to establish salaries for classifications that are currently above market. Considering the City's financial constrains, provide multiple options for implementation, including partial and full implementation over a multi-year period. Assist in implementing the results of the study by determining short and long term fiscal impact to the City for providing market adjustments.
- 9. Recommend implementation strategies including the cost of implementing the plan.

- 10. Present written report of recommendations, including discussion of methods, techniques and data used to develop the Classification and Compensation Plan.
- 11. Provide appropriate maintenance/resources that Human Resources staff will utilize to administer and keep the classification system current and equitable. The classification system shall be provided in an electronic medium. Maintenance shall include annual activities, as well as the process needed to review the classification of individual jobs as, needed.
- 12. Train City Staff in the methodology used to systematically assess job classifications to maintain internal compensation equity in the future when adding, changing, or deleting classifications.
- 13. Attend meetings, when requested, throughout the process with employees, the City Manager, the Administrator Services Director, and or/ the City Council, if necessary, to explain the methodology, survey results and recommendations. The consultant should budget to attend a Beaumont City Council meeting and a minimum of four other meetings on-site during the process.

C. Organization Review

- Conduct a comprehensive organizational, management, and operations study of the City operations and departments. Consulting services are sought to examine specific department operations; to evaluate management structure; and to identify methods to improve service levels, potential areas for consolidation or reorganization, increase efficiency and effectiveness.
 - a. Conduct an examination of the City of Beaumont's organizational structure and functions.
 - b. Review of the existing organizational structure and identification of gaps designs, and staffing levels.
 - c. Propose options for a new organizational structure and recommendations on staffing levels, workload and span of control.
 - d. Assess the functional assignments and human resources required to perform current duties.
 - e. Identify current supervisory ratios and based on industry best practices and organizational needs, develop recommendations for appropriate supervisory ratios.
 - f. Assess administrative strengths le. financial, supervision and development of staff, risk management coordination and practices, and use of technology.

2. Operational Review

- a. Review the City of Beaumont's operational functions and workflow process for each area.
- b. An assessment of the workplace culture. This assessment must involve soliciting feedback from employees.
- c. Observations and identification of opportunities for intergovernmental cooperation.
- d. Succession planning Understanding and review of the length of service of the current employees, and a succession planning process review to focus on development of a plan for the future.
- e. An assessment of the City's customer service. This assessment should involve soliciting feedback from a range of community partners.

6. TERM

The initial term of the agreement shall be for the period of 1 year from the commencement date. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same prices, terms and conditions as the initial term.

7. PROPOSAL REQUIREMENTS

The proposal shall clearly address all the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below.

- A. Cover Letter: Maximum of two (2) pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. The letter accompanying the RFP shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.
- B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved

- by City prior to signing the agreement with City).
- C. Approach: The firm's approach to delivering the scope of services. Provide a description of the firm's approach to communicating effectively with City staff and officials, other jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks.
- D. Firm Profile: Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.
- E. Location of principal office that will be responsible for the implementation of this contract.
- F. Proposed Team: Provide a summary description of all personnel who will be involved in this project, their roles and responsibilities, and their experience in similar past projects. The proposal must name a project manager. In addition to this summary, full resumes must be provided.
- G. References: Provide at least three (3) references from previous cities, counties or other agencies for similar work completed within the last five (5) years, which include: name, address, contact person and phone number for the agency, length of time services were provided, staff assigned to each project by your firm, and a description of the services provided. All submitted materials shall become the property of the City of Beaumont.
- H. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Services should be presented in a logical format that can be easily attached to the Professional Services Agreement (Exhibit B). Any additional items not mentioned above in the list but needed to get to full design and construction shall be included in the proposal as additional items for consideration.
- I. Project Schedule: Provide a comprehensive Critical Path Method (CPM) schedule describing the nature and estimated timeline of proposed work objectives and milestones. Gannt chart preferred.
- JK. Cost proposal: Provide detailed cost of services in a separate sealed envelope.

Costing should include:

- Break down by a per unit rate (i.e. per box, per plan set, per binder, per drawer, per book, per trip, etc.).
- Provide a table with estimates based on information outlined in this RFP.
- Fixed prices, including out-of-pocket expenses, for all costs associated within the scope of this proposal,
- Additional billable costs for non-specified tasks
- Total fees and expenses for the entire scope of the project
- Any area which proposers believe should be included in the scope

of work in this proposal, but which is not stipulated in this RFP, and identifies the costs associated with the services rendered.

Please note, Proposers shall be expected to preplan to make cost saving reductions wherever possible. Pricing shall be all-inclusive of the document imaging and quality control process (prep, naming, OCR, folder creation, organization, re-fastening/binding content, etc.).

- L. List of all current/outstanding contracts, their status, and the completion date for each contract.
- M. Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice.
- N. The consultant will be required to have professional liability insurance including liability at a minimum of one million per occurrence, and two million in the aggregate, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Beaumont, its officials, its employees, and agents as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.
- O. Structure and Content of Work Product: The consultant will describe the way in which the work product will be structured and presented upon completion. Include computer and software compatibility information.

8. SUBMITTAL

Two (2) bound copies, one (1) unbound copy and one (1) color digital pdf copy (flash drive) of the proposal must be submitted no later than 12:00 p.m. January 31st, 2025. The cost proposal shall be submitted in a separate sealed envelope. Postmarks and faxes are not acceptable. Proposal must be titled "RFP for Classification and Compensation Study." All proposals shall be submitted to:

City of Beaumont

c/o Raveena Chara-Procurement Contract Specialist 550 E. 6th Street Beaumont, CA 92223

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 25 pages, using minimum 12-point font size. Electronic submittals of the proposal will not be accepted.

All questions shall be submitted on planetbids or PublicPurchase.com. Answers will be posted on the same website to allow all users to review the City's responses to all questions within one (1) week of the question due date.

9. CONFIDENTIALITY

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

10. AMENDMENTS TO REQUEST FOR PROPOSALS

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

11. CITY OF BEAUMONT RIGHTS AND OPTIONS

This RFP does not commit the City of Beaumont to award a contract or to pay any cost incurred with the preparation of a proposal or contract for services described herein. The City may, in its sole discretion and without any obligation to act reasonably, reject any and all proposals, waive informalities and minor irregularities in any proposal reviewed, negotiate with any qualified source submitting a proposal, extend deadlines, and/or request additional information. Subsequent to negotiations, prospective consultants may be required to submit revisions to their proposals. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

The City reserves the right to postpone selection for its own convenience, to withdraw this RFP at any time, and to reject any and all proposals without indicating any reason for such rejection. As a function of the RFP process, the City of Beaumont reserves the right to remedy technical errors in response to the RFP and to modify the published scope of services and scope of work. Proposals submitted in response to the RFP will not be returned.

12. CONFLICT OF INTEREST

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

13. PROPOSAL EVALUATION/SELECTION

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City's needs. City staff will use the following criteria to evaluate the proposals:

1.	Understanding the scope of services	
	and completeness of RFP	Available Points = 10
2.	Demonstrated professional skill and credentials	Available Points = 15
3.	Related experience	Available Points = 15
4.	Quality of Proposal	Available Points = 10
5.	Approach to performing this Type of Service	Available Points = 10
6.	Approach to communicating	Available Points = 10
7.	Familiarity with City, County, and State entities	Available Points = 20
8.	References/satisfaction of previous clients	Available Points = 10

Total Points Available = 100

The City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the City's adopted procedures. The City reserves the right to reject any and all proposals.

14. Timeline

Advertisement	Thursday, December 06, 2024
Deadline to Submit Proposal	Friday, January 31, 2025
Interview Pannel in Beaumont	Tuesday, February 11, 2025
Contract Award by City Council	Tuesday, March 04, 2025
Results Presented by Consultant	Thursday, September 04, 2025

Attachments

- A. Exhibit A- Compensation Plan
- B. Agreement for Professional Services



Exhibit "A" - COMPENSATION PLAN Adopted by City Council November 19, 2024
Effective November 19, 2024

Position MOU Assigned To		Salary Range	
1 OSITION	<u> </u>	First Step	Top Step
Accountant	SEIU	57	67
Account Technician I	SEIU	46	56
Account Technician II	SEIU	50	60
Administrative Services Director	Employment Contract	92	102
Animal Control Officer I	SEIU	46	56
Animal Control Officer II	SEIU	50	60
Assistant Director of Finance	Manager/Professional/Technical	83	93
Assistant Planner	SEIU	56	66
Associate Engineer	SEIU	64	74
Budget Analyst	Manager/Professional/Technical	62	72
Building/Grounds/Maintenance Supervisor	Manager/Professional/Technical	60	70
Building/Grounds/Maintenance Worker	SEIU	40	50
Building Inspector	SEIU	54	64
Building Permit Technician I	SEIU	42	52
Building Permit Technician II	SEIU	48	58
Building Plans Examiner	SEIU	59	69
Bus Driver	SEIU	37	47
Chief Building Official	Manager/Professional/Technical	84	94
Chief of Police	Employment Contract	98	108
City Engineer / Public Works Director	Employment Contract	92	102
City Manager	Employment Contract	102	112
Community Development Director	Employment Contract	92	102
Community Enhancement Officer I	SEIU	48	58
Community Enhancement Officer II	SEIU	52	62
Community Services Director	Employment Contract	84	94
Community Services Officer	POA	48	58
Customer Service Coordinator I	SEIU	34	44
Customer Service Coordinator II	SEIU	40	50
Deputy City Manager	Employment Contract	94	104
Deputy City Clerk	Manager/Professional/Technical	66	76
Director of Water Reclamation	Employment Contract	85	95
Economic Development Director	Employment Contract	90	100
Economic Development Manager	Manager/Professional/Technical	74	84
Engineering Development Technician I	SEIU	46	56
Engineering Development Technician II	SEIU	48	58
Environmental Compliance Program Specialist	Manager/Professional/Technical	63	73
Executive Assistant	Manager/Professional/Technical	55	65
Finance Director	Employment Contract	92	102

GIS Analyst	SEIU	55	65
Grants Analyst	SEIU	60	70
Grounds/Parks/Facilities Manager	Manager/Professional/Technical	74	84
Position	MOU Assigned To		Range
		First Step	Top Step
HR/Payroll Technician	SEIU /B C : 1/E 1 : 1	46	56
HR/Risk Analyst	Manager/Professional/Technical	60	70
Information Technology Manager	Manager/Professional/Technical	83	93
IT Analyst I	SEIU	53	63
IT Analyst II	SEIU	61	71
Lead Building/Grounds Maintenance Worker	SEIU	46	56
Lead Bus Driver	SEIU	43	53
Lead Dispatcher	POA	52	62
Lead Street Maintenance Worker	SEIU	50	60
Lead Support Services Specialist	Police Officers Association	44	54
Lifeguard	SEIU	27	32
Mechanic	SEIU	46	56
Management Analyst I	SEIU	54	64
Management Analyst II	SEIU	60	70
Payroll / Benefits Supervisor	Manager/Professional/Technical	65	75
Planning Manager	Manager/Professional/Technical	80	90
Police Cadet		31	31
Police Captain	Police Management	93	103
Police Corporal	Police Officers Association	72	82
Police Lieutenant	Police Management	88	98
Police Officer	Police Officers Association	66	76
Police Sergeant	Police Officers Association	78	88
Police Services Manager	Manager/Professional/Technical	73	83
Police Trainee		49	49
Pool Manager	SEIU	34	39
Principal Engineer	Manager/Professional/Technical	74	84
Principal Management Analyst	Manager/Professional/Technical	70	80
Procurement/Contract Specialist	SEIU	57	67
Project Manager (CIP)	Manager/Professional/Technical	71	81
Public Information Officer	Manager/Professional/Technical	72	82
Public Safety Dispatcher I	Police Officers Association	44	54
Public Safety Dispatcher II	Police Officers Association	50	60
Public Works Inspector	SEIU	59	69
Records Technician	SEIU	46	56
Recreation Coordinator	SEIU	46	56
Recreation Specialist	SEIU	26	36
Recreation Manager	Manager/Professional/Technical	69	79
Senior Engineer	Manager/Professional/Technical	74	84
Senior Management Analyst	Manager/Professional/Technical	65	75
Senior Planner	Manager/Professional/Technical	70	80
Street Maintenance Supervisor	Manager/Professional/Technical	61	71

Street Maintenance Worker	SEIU	46	56
Support Services Specialist I	Police Officers Association	34	44
Support Services Specialist II	Police Officers Association	40	50
Support Services Supervisor	Police Officers Association	60	70
Transit Manager	Manager/Professional/Technical	74	84
Position	MOU Assigned To	Salary	Range
1 USICION	WOO Assigned 10	First Step	Top Step
Vehicle Maintenance Supervisor	Manager/Professional/Technical	65	75
Wastewater Collections Supervisor	Manager/Professional/Technical	62	72
Wastewater Collection System Worker I	SEIU	48	58
Wastewater Collection System Worker II	SEIU	52	62
Wastewater Plant Operator I	SEIU	53	63
Wastewater Plant Operator II	SEIU	59	69
Wastewater Plant Operator III	SEIU	63	73
Wastewater Plant Operator IV	SEIU	67	77
Wastewater Plant Operator V	SEIU	71	81
Wastewater Plant Supervisor	Manager/Professional/Technical	67	77
Water Safety Instructor	SEIU	27	32

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the day of, 2024 by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6 th Street, Beaumont, California 92223 and whose address is ("CONTRACTOR").				
RECITALS				
This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:				
A. CITY desires to engage CONTRACTOR to provide services; and				
B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A"; and				
C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.				
AGREEMENT				
NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:				
1. <u>Term of Agreement</u> . This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.				
2. <u>Services to be Performed</u> . CONTRACTOR agrees to provide the services ("Services") as follows: and any other services which the City may request in writing from time to time. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal.				
3. <u>Associates and Subcontractors</u> . CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.				
4. <u>Compensation</u> .				
4.01 CITY agrees to pay CONTRACOTR the amount of shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the				

contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed \$43,500.

- 4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.
- 4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:
 - a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
 - b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
 - c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.
- 4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

- 5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.
- 5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.
- 5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.
 - 5.04 CONTRACTOR is responsible for paying, when due, all income taxes and

other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

- 5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.
- 5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.
- 5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.
- 5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.
- 5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.
- 5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.
- 6. <u>Insurance</u>. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:
 - 6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also

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agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

- 6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.
- 6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.
- 6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required _____; Obtain a policy of errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. <u>General Conditions pertaining to Insurance Coverage</u>

- 7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.
- 7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.
- 7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.
- 7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.
- 7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

- 8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.
 - a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.
 - b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where CITY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where CITY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and CITY will be indemnified for all liability incurred, even though a percentage of liability is attributable to conduct of CITY. CONTRACTOR acknowledges that its obligation pursuant to this Section extends to liability attributable to CITY, if that liability is less than the sole fault of CITY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of CITY.

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9. Additional Services, Changes and Deletions.

- 9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.
- 9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. <u>Termination of Agreement</u>.

- 10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.
- 10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

- 11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.
- 11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.
- 11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services. Further, CONTRACTOR represents

and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

- 12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.
- 12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.
- 12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

- 13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.
- 13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.
- 13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to

which that party may be entitled.

- 13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.
- 13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.
- 13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.
- 13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.
- 13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:	CONTRACTOR:	
CITY OF BEAUMONT		
By: Mayor	By:	
	Print Name:	
	Title	

EXHIBIT "B"

VENDOR'S PROPOSAL

(insert behind this page)

A Proposal to Conduct a Classification and Compensation Study for the City of Beaumont, CA

ORIGINAL





February 7, 2025



Evergreen Solutions, LLC

2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308 850.383.0111 • fax 850.383.1511

Feburary 4, 2025

Raveena Chara, Procurement Contract Specialist City of Beaumont 550 E. 6th Street Beaumont, California 92223

Dear Ms. Chara:

Evergreen Solutions, LLC is pleased to submit a proposal to conduct a Classification and Compensation Study as well as an Organizational and Operational Review for the City of Beaumont. Our response is based on our review of your Request for Proposals, our experience in working with hundreds of local governments and other public sector organizations throughout the country, our understanding of the California labor market, and our knowledge of best practices in local government human resources management. Evergreen is well qualified to provide the services being requested by the City of Beaumont as we have conducted more than 1,400 similar studies for local governments and other public sector organizations throughout the country.

Evergreen was formed in 2004 to provide an alternative to traditional consulting firms. We provide an innovative and effective option by focusing on clients needing partners and not simply another service provider. Evergreen is licensed to transact business in the State of California (#175722830).

As a national firm, Evergreen Solutions continues to grow and our territory now includes clients in 47 states. In the State of California, Evergreen has been on contract or is currently on contract to work with the following public sector organizations in providing work similar in scope to the work being requested: City of Fresno; City of Thousand Oaks; City of West Hollywood; City of Moorpark; City of Santa Ana; City of Sacramento; City of Crescent City; City of Camarillo; City of Sangar; City of Yucaipa; City of Long Beach - Long Beach Management Association; City of Bell Gardens; Mariposa County; Calaveras County; Inyo County; Pleasant Valley Recreation and Park District; Cosumnes Community Services District; Victor Valley Transit Authority; Superior Court of California, County of Imperial; Superior Court of California, County of Monterey; West Basin Municipal Water District; Calaveras County Water District; Hayward Unified School District; Pleasanton Unified School District; and the Los Angeles Unified School District.

In other states, Evergreen has worked with, or is currently on contract to work with, the following local governments in providing work similar in scope to the services being requested: City of Boulder City, NV; Ogden City Corporation, UT; City of Albany, OR; City of Bend, OR; City of Portland, OR; Columbia County, OR; Spokane County, WA; City of Bellingham, WA; City of Ridgefield, WA; City of Santa Fe, NM; City of Carlsbad, NM; City of Albuquerque, NM; City of Flagstaff, AZ; City of Prescott, AZ; City of Page, AZ; Town of Sahuarita, AZ; Yavapai County, AZ; City of Manitou Springs, CO; City of Fountain, CO; Grand County; Garfield County, CO; Town of Addison, TX; City of Portland, TX; City of Del Rio, TX; City of Lakeway, TX; City of Austin, TX; City of Montgomery, TX; City of Fortland, TX; City of Coppell, TX; City of Deer Park, TX; City of Alpine, TX; City of La Porte, TX; City of Seguin, TX; City of Buda, TX; City of Missouri City, TX; City of Amarillo, TX; City of Beaumont, TX; City of Denton, TX; City of Odessa, TX; City of Harlingen, TX; City of Kingsville, TX; City of Texas City, TX; City of Fredericksburg, TX; Fort Bend County, TX; Matagorda County, TX; Taylor County, TX; Denton County, TX; Aransas County, TX; City of Lee's Summit, MO; City of Fulton, MO; City of Branson, MO; City of Columbia, MO; City of Troy, MO; City of St. Louis, MO; City of Jefferson, MO; City of Branson, MO; City of Broken Arrow, OK; City of Hot Springs, AR; City of Salina, KS; City of Leawood, KS; Sedgwick County, KS; Shawnee County, KS; Mahoning County, OH; Blount County, TN; City of Morristown, TN; City of Murfreesboro, TN; City of Clarksville, TN; City of White House, TN; City of Winchester, KY: City of Urbana, IL; City of Moline, IL; McLean County, IL; Genesee County, MI; City of Kalamazoo, MI; City of Minneapolis, MN; City of Pittsburgh, PA; County of Montgomery, PA; Town of In other states, Evergreen has worked with, or is currently on contract to work with, the following local Kalamazoo, MI; City of Minneapolis, MN; City of Pittsburgh, PA; County of Montgomery, PA; Town of Bridgewater, MA; Town of Colchester, VT; Genesee County, NY; City of Baltimore, MD; City of Hyattsville, MD; City of Annapolis, MD; Frederick County, MD; Prince George's County, MD; Talbot County, MD; Allegany County, MD; Washington County, MD; Town of Plainville, CT; City of Milford, DE; City of Seaford, DE; City of Montgomery, MA; City of Milford, DE; City of Seaford, DE; City of Montgomery, MA; City of Milford, DE; City of Seaford, DE; City of Montgomery, MA; City of Milford, DE; City of Seaford, DE; City of Montgomery, MA; City of Milford, DE; City of Seaford, DE; City of Montgomery, MA; City of Milford, DE; City of Seaford, DE; City of Montgomery, MA; City of Milford, DE; City of Seaford, DE; City of Montgomery, MA; City of Milford, DE; City of Milford, DE; City of Seaford, DE; City of Montgomery, MA; City of Milford, DE; City of Newport News, VA; City of Fredericksburg, VA; City of Norfolk, VA; City of Covington, VA; City of Hopewell, VA: City of Williamsburg, VA; City of Falls Church, VA; County of Culpeper, VA; County of

York, VA; Gloucester County, VA; Isle of Wight County, VA; Prince George County, VA; James City County, VA; Louisa County, VA; Loudoun County, VA; Spotsylvania County, VA; Northumberland County, VA; Bedford County, VA; Shenandoah County, VA; Chesterfield County, VA; King George County, VA; Alleghany County, VA; Union County, NC; Gaston County, NC; Dare County, NC; Jackson County, NC; Franklin County, NC; Vance County, NC; Harnett County, NC; Haywood County, NC; Buncombe County, NC; City of Raleigh, NC; Town of Chapel Hill, NC; City of Fayetteville, NC; City of High Point, NC; City of Rocky Mount, NC; City of Goldsboro, NC; City of Hendersonville, NC; Town of Clayton, NC; City of Columbia, SC; City of Greenwood, SC; City of Lancaster, SC; City of Conway, SC; City of Myrtle Beach, SC; City of Pickens, SC; City of Mauldin, SC; Dillon County, SC; Charleston County, SC; Dorchester County, SC; Spartanburg County, SC; Town of Hilton Head Island, SC; Town of Kiawah Island, SC; City of Atlanta, GA; City of Alpharetta, GA; City of Brookhaven, GA; City of Statesboro, GA; City of Norcross, GA; City of Garden City, GA; City of Sandersville, GA; City of Stockbridge, GA; City of East Point, GA; City of Riverdale, GA: City of Clarkston, GA; City of Dublin, GA; City of Dunwoody, GA; City of Soswell, GA; City of Dalton, GA; City of Chamblee, GA; City of Savannah, GA; City of Cedartown, GA; City of Kingsland, GA; Forsyth County, GA; Lumpkin County, GA; Douglas County, GA; Columbus Consolidated Government, GA; Worth County, GA; Cherokee County, GA; City of Daphne, AL; City of Opelika, AL; City of Hartselle, AL; City of Auburn, AL; City of Foley, AL; Baldwin County, AL; Chambers County, AL; City of Boca Raton, FL; City of Winter Park, FL; City of Foley, AL; Baldwin County, AL; Chambers County, FL; Suwannee County, FL; Manatee County, FL; Palm Beach County, FL; Suwannee County, FL; Manatee County, FL; Monroe County, FL; and many others. A detailed description of the services provided to some of these clients can be found in Section

The Evergreen Team is able to fully comprehend the challenges and goals of the City of Beaumont based on our vast understanding of local government human resources, and the fact that we possess the necessary experience and knowledge. Our team has significant expertise in conducting classification and compensation studies for local governments and other public sector organizations, as evidenced in **Section 4** of our proposal.

Some of the human resource services Evergreen has focused on include: classification and compensation studies; salary and benefits surveys; staffing studies; workload analyses; performance management studies; HR department reviews; recruitment, hiring, and retention studies; strategic and workforce planning; and labor pool availability. Through our experiences in conducting this wide range of projects, we have gained knowledge of all operations in local government human resources management.

Evergreen's approach to conducting a classification and compensation study not only from extensive human resources work with local government clients, but also from direct feedback from our past clients. In essence, we offer you tools that are innovative as well as those that have been proven to work in real places with real people. Some of the key facets of our approach identified in **Section 2** of our proposal include:

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

As President of Evergreen Solutions, I am authorized to commit our firm contractually to this engagement. We have read your terms and conditions and believe we can successfully work within your requirements. Attached are the required signed acknowledgements of **Addendums 1 & 2**. We appreciate this opportunity and commit to you our best effort if selected for this engagement. If you have any questions, please feel free to contact me at (850) 383-0111 or via email at jeff@consultevergreen.com.

Sincerely,

Jeffrey Ling, PhD, President Evergreen Solutions, LLC





City of Beaumont

Addending #1

RFP: CLASSIFICATION AND COMPENSATION STUDY

Questions & Answers

- 1. Would you please confirm that the budget for this work is not to exceed \$43,500?
 - > This is not the proposed budget for this work, we are relying on vendor's proposals to determine final budget.
- 2. The RFP indicates that the term of the agreement is for one year, yet the deliverable is due at six months. Would you please clarify the term length?
 - > Six months is the target for deliverables. The additional six months would be reserved for any follow up, clarifications or concerns that come from the labor negotiations.
- 3. To reduce expense and paper consumption, would the City accept a proposal submitted electronically?
 - > One hard copy can suffice
- 4. Is it required that our firm be in the state of California?
 - No.
- 5. Does the City have any existing job-level guides or classification guides?
 - > Only the job descriptions and succession plans at this time.
- 6. Does the City have a career ladder framework now? What is your expectation for this deliverable?
 - > No, not a formal framework. We would like assistance identifying potential career ladders for staff.
- 7. Item (11) references an appropriate employee review and appeal process. What information is the employee reviewing that might prompt an appeal? For example, a memo, an analysis with a report, a list, etc.
 - > A proposed change to a title or job description may prompt a review and/or appeal.
 - 8. Does the City have an existing appeals process related to job classification? Does the City have other appeals processes, and if so, for what actions?
 - > Union positions are allowed a grievance process per our MOU.
 - 9. The RFP referenced position specific job descriptions and classification specification documents. Does the City utilize both job descriptions and class specs?

 No.



City of Beaumont

- 20. How flexible is the September 4 results deadline? Six months may be challenging for this entire body of work.
 - ➤ We would understand +/- 30 days.
- 21. Will the City accept multiple bidders for parts of the work, or is the City interested in only one consultant for the entire project? Would the City consider breaking up any part of the project (ie organizational/functional review) into separate phases
 - Preferably one, however it may be considered depending on circumstance.

Acknowledgement of Addendum #1 (To be included with proposal)					
	124/2025				
Signature	Date				
JEFYPPY LING, PND President					
Print Name					



City of Beaumont

Addendum #2

Request for Proposal: Classification and Compensation Study

Please note that the RFP due date has now been extended to 2/07/25 12:00 pm.

Acknowledgement of Addendum #2 (To be included with proposal)

Signature

Print Name

Date

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Response to Request for Proposals

Evergreen Solutions is well qualified to conduct a Classification and Compensation Study for the City of Beaumont due to our experience in conducting more than 1,400 similar studies for local governments and other public sector organizations across the country. As required in the Request for Proposals (RFP), we have included the following sections: 1) Introduction/Information; 2) Approach; 3) Firm Profile; 4) Proposed Team; 5) References; 6) Scope of Services; 7) Project Schedule; and 8) Additional Information. As required, we have limited our response to no more than 25 pages. **Note:** The Cost Proposal is under separate cover.

1. Introduction/Information

In this section, we provide our understanding of the types of services being requested by the City. **Note:** Evergreen is located at 2528 Barrington Circle, Unit 201, Tallahassee Florida and can be contacted at (850) 383-0111 and jeff@consultevergreen.com. Evergreen will not use any subconsultants.

Evergreen understands that the primary objectives of the study are to: have a credible Classification & Compensation Plan that recognizes these changes and challenges; ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together; provide salaries commensurate with assigned duties; clearly outline promotional opportunities and provide recognizable compensation growth; and provide justifiable pay differential between individual job classes.

2. Approach

In this section, we provide our approach and methodology for conducting the Classification and Compensation Study for the City of Beaumont, and our communication plan for communicating effectively with City staff and officials.

2.1 Approach and Methodology

Evergreen Solutions is uniquely qualified to conduct the Classification and Compensation Study for the City of Beaumont as our team includes recognized experts in local government human resources management and understands that there is not a "one size fits all" solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations. Specifically, we have developed a methodology that: focuses on market competitiveness; is based on the organization's compensation philosophy; recognizes that compensation is comprised of more than just base pay levels; reflects changes in recent compensation strategies; designs custom solutions that take into account the diversity of needs present in the organization and allows you to select the components and options that best meet your overall needs; and produces a structure that improves the organization's ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.



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

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

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

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

2.2 Communication Plan

Evergreen believes that communication is a critical component of any Classification and Compensation Study. Communicating with employees directly and early in the process builds support for the process and the accompanying outcomes. As part of our communication plan, we will first meet with the City's designated Project Manager as well as key stakeholders to fully understand the nature and scope of the project. Regular updates will be provided to the City's Project Manager (CPM) and can be posted on the City's intranet site, if requested. Additionally, the communication plan for the distribution of the end product, particularly how the results will be distributed to employees, is also critical. We will develop this plan with the City of Beaumont at the conclusion of the project. Evergreen will also provide updates throughout the study to the CPM to keep the City abreast of the progress of the study.

3. Firm Profile

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

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



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

Evergreen employs 29 full-time and nine part-time employees who work on one of five consultant teams providing a variety of human resource management consulting. Evergreen is licensed to transact business in the State of California (#175722830).

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

Evergreen Solutions assists public sector professionals in exercising control over the inter-related elements that determine success or failure. We do that by applying a situation-responsive discipline that emphasizes: full visibility into the entire organization through research and discovery; a spirit of partnership with staff and leadership; sound recommendations based on best practices and proven methods; and a practical go-forward plan that leads to results.

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

Clients nationwide have been successfully implementing recommendations from our team of professional consultants for decades. Evergreen has contracted with public sector, quasi-governmental, and non-profit organizations in 47 states throughout the country. **Exhibit 1** includes a list of some of our local government clients that included work similar ibn scope to the services being requested.

Evergreen has also worked with the following additional public sector clients in the State of California in providing work similar in scope to the services being requested: Pleasant Valley Recreation and Park District; Cosumnes Community Services District; Victor Valley Transit Authority; Superior Court of California, County of Imperial; Superior Court of California, County of Monterey; West Basin Municipal Water District; Calaveras County Water District; Hayward Unified School District; Pleasanton Unified School District; and the Los Angeles Unified School District.



Exhibit 1: Sample List of Local Government Clients						
Spokane County, WA	Sedgwick County, KS	Douglas County, GA	Buncombe County, NC			
City of Ridgefield, WA	Shawnee County, KS	Forsyth County, GA	Dare County, NC			
City of Albany, OR	City of St. Louis, MO	Columbus Consolidated Gov't, GA	Franklin County, NC			
City of Bend, OR	City of Lee's Summit, MO	City of Clearwater, FL	Ashe County, NC			
City of Portland, OR	City of Columbia, MO	City of Fort Myers, FL	Guilford County, NC			
Columbia County, OR	City of Dardenne Prairie, MO	City of Gainesville, FL	Haywood County, NC			
City of West Hollywood, CA	City of Jefferson, MO	City of Jacksonville, FL	Jackson County, NC			
City of Fresno, CA	City of Troy, MO	City of Key West, FL	Lee County, NC			
City of Camarillo, CA	City of St. Peters, MO	City of Pensacola, FL	New Hanover County, NC			
City of Yucaipa, CA	Jackson County, MO	City of Orlando, FL	Onslow County, NC			
City of Long Beach, CA	St. Charles County, MO	City of Sarasota, FL	Transylvania County, NC			
City of Sacramento, CA	Jasper County, MO	City of Palm Beach Gardens, FL	Union County, NC			
City of Thousand Oaks, CA	City of Bloomington, IN	City of North Miami Beach, FL	City of Falls Church, VA			
City of Crescent City, CA	Blount County, TN	Alachua County, FL	City of Fredericksburg, VA			
City of Sangar, CA	Carter County, TN	Brevard County, FL	City of Newport News, VA			
City of Santa Ana, CA	City of Murfreesboro, TN	Charlotte County, FL	City of Williamsburg, VA			
City of Moorpark, CA	City of Clarksville, TN	Flagler County, FL	City of Norfolk, VA			
Calaveras County, CA	City of Morristown, TN	Hernando County, FL	Chesterfield County, VA			
Mariposa County, CA	City of White House, TN	Manatee County, FL	County of Culpeper, VA			
Inyo County, CA	City of Winchester, KY	Martin County, FL	County of Northampton, VA			
City of Boulder City, NV	City of Urbana, IL	Miami-Dade County, FL	County of York, VA			
Ogden City Corporation, UT	City of Moline, IL	Monroe County, FL	Essex County, VA			
City of Flagstaff, AZ	McLean County, IL	Palm Beach County, FL	Gloucester County, VA			
City of Page, AZ	Mahoning County, OH	Orange County, FL	Isle of Wight County, VA			
City of Prescott, AZ	City of Auburn, AL	Pinellas County, FL	James City County, VA			
Yavapai County, AZ	City of Mobile, AL	Sarasota County, FL	King George County, VA			
City of Carlsbad, NM	City of Foley, AL	Seminole County, FL	Loudoun County, VA			
City of Santa Fe, NM	City of Daphne, AL	City of Beaufort, SC	Montgomery County, VA			
City of Albuquerque, NM	City of Madison, AL	City of Spartanburg, SC	Shenandoah County, VA			
Grand County, CO	City of Northport, AL	City of Chester, SC	Spotsylvania County, VA			
Garfield County, CO	Baldwin County, AL	City of Clemson, SC	Northumberland County, VA			
City of Fountain, CO	Lee County, AL	City of Columbia, SC	Town of Dumfries, VA			
City of Manitou Springs, CO	Chambers County, AL	City of Isle of Palms, SC	City of Baltimore, MD			
City of Amarillo, TX	Shelby County, AL	City of Conway, SC	City of Annapolis, MD			
City of Austin, TX	Town of Loxley, AL	City of Goose Creek, SC	City of Hagerstown, MD			
City of Buda, TX	City of Alpharetta, GA	City of Lancaster, SC	City of Hyattsville, MD			
City of Denton, TX	City of Atlanta, GA	City of Mauldin, SC	City of Westminster, MD			
City of Duncanville, TX	City of Brookhaven, GA	City of Folly Beach, SC	City of Laurel, MD			
City of Farmers Branch, TX	City of Chamblee, GA	Town of Hilton Head Island, SC	Prince Georges County, MD			
City of Fredericksburg, TX	City of Dahlonega, GA	Dillon County, SC	Allegany County, MD			
City of Lockhart, TX	City of Douglasville, GA	Beaufort County, SC	Talbot County, MD			
City of Rowlett, TX	City of Dunwoody, GA	Berkeley County, SC	Washington County, MD			
City of Seguin, TX	City of Fayetteville, GA	Charleston County, SC	Frederick County, MD			
City of Sunset Valley, TX	City of Garden City, GA	Dorchester County, SC	City of Milford, DE			
City of Portland, TX	City of Jackson, GA	Laurens County, SC	City of Minneapolis, MN			
City of Del Rio, TX	City of Marietta, GA	Pickens County, SC	City of Kalamazoo, MI			
Brazoria County, TX	City of Norcross, GA	Spartanburg County, SC	Genesee County, MI			
Denton County, TX	City of Roswell, GA	York County, SC	City of Pittsburgh, PA			
Fort Bend County, TX	City of Sandy Springs, GA	City of High Point, NC	County of Montgomery, PA			
Hood County, TX	City of Savannah, GA	City of Goldsboro, NC	Genesee County, NY			
Kaufman County, TX	City of Statesboro, GA	City of Burlington, NC	City of Portsmouth, NH			
Randall County, TX	City of Stockbridge, GA	City of Raleigh, NC	City of Manchester, NH			
Matagorda County, TX	City of South Fulton, GA	City of Hendersonville, NC	City of Norwalk, CT			
City of Hot Springs, AR	City of Suwanee, GA	City of Rocky Mount, NC	Town of Wethersfield, CT			
City of Salina, KS	City of Tybee Island, GA	City of Southport, NC	Town of Colchester, VT			
City of Leawood, KS	Cherokee County, GA	Rowan County, NC				
City of Leawood, KS	Cherokee County, GA	Rowan County, NC	Town of Bridgewater, MA			



4. Proposed Team

In this section, we provide you with the qualifications of our proposed project team through <u>summary</u> resumes. Detailed resumes are available upon request.

Project Principal – Dr. Jeff Ling, CCP (He will have contractual authority over the project). Dr. Ling is the President of Evergreen Solutions who has been with the firm since its inception in 2004. He is a Certified Compensation Professional (CCP) who has more than 25 years consulting experience in the following areas: human resources; performance improvement; process analysis; strategic planning; statistical analysis; research methodology; data management; surveys and polling; technology analysis; change management; and risk analysis.

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

Dr. Ling has worked with a multitude of clients in the capacity of Project Principal. He has worked on hundreds of engagements across the nation and includes work in state and local governments, school districts, institutions of higher education, quasi-governmental agencies, and private industry. He has been instrumental in creating, reviewing, and evaluating the methodology employed by Evergreen Solutions on all human resource engagements. His background and skill set make him uniquely qualified for assessing organizational critical needs and strategy. He is also an expert in policy development and long-term planning.

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

- Compensation/Classification— He developed the methodology and techniques for organizations to employ for successful data collection and implementation based on internal and external equity needs. He has been the Project Principal for numerous projects related to classification and/or compensation. Note: He has served as the Project Principal or Project Director for more than 1,400 public sector projects related to Classification and/or Compensation.
- Performance Evaluation He has provided the framework for many organizations
 transitioning into goal-based performance evaluation systems or fully functional merit-based
 pay structures. He understands the importance of a well stratified, objective based review
 process and has been instrumental in assisting a number of large organizations transition
 from traditional systems into merit-based pay structures with minimal transitional costs and
 interruption.
- Market Research He provided the basis for which market research was collected, analyzed, and review. He ensured that data collection procedures and methods were statistically reliable using his knowledge of statistics and overall market research.



 Policy Development – He has a thorough and firm understanding of policy development and has assisted many clients with implementing tailored policies and practices that reflect best practices.

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

Project Director – Mr. Mark Holcombe, SHRM-SCP, PMP (He will have the most frequent contact with the City and will assign all project activities to the Project Consultants).

Mr. Holcombe has more than ten years of management and consulting experience and is recognized as a certified Project Management Professional (PMP) and a SHRM Senior Certified Professional (SHRM-SCP). He has been at Evergreen Solutions more than seven years, during which time he has been promoted through the organization and has led Evergreen's largest local government practice for the past two years. His academic foundation in micro and macroeconomics, combined with his experience leading a business before joining Evergreen, has given him significant experience in leading teams, modeling and controlling costs, and working to provide a product that meets the needs of all stakeholders. This experience has been instrumental in ensuring that his team is able to translate complex and comprehensive data into actionable insights for his clients.

At Evergreen, Mr. Holcombe's emphasis has been in compensation and classification studies of varying size and scope. He has led projects with cities and counties, colleges and universities, K-12 school districts, transportation organizations, and statewide government organizations. Some of his principal areas of expertise are:

- Refining client compensation and classification systems, ensuring alignment with HR best practices and meeting specific client needs.
- Leading initiatives focusing on market competitiveness for large and complex public sector clients.
- Constructing reports and visuals to share complex findings in an approachable way.
- Crafting complex cost models to facilitate accurate budgetary projections for clients.
- Assessing market data, synthesizing information from a variety of sources to provide comprehensive compensation insights.
- Redesigning classification systems to modernize and streamline titling conventions for entire organizations or within job families.
- Conducting reviews centered around gender and racial equity in compensation systems, ensuring their adherence to local, state, and federal laws and regulations.

A sample of some of the public sector projects that Mr. Holcombe has been involved with include: a Classification and Compensation Study for the City of Yucaipa, CA; a Comprehensive Compensation Study for the City of Crescent City, CA; Consultant Services for a Study of the Compensation Plan and Benefits for the City of Sangar, CA; A Classification and Compensation Study for the City of Sacramento, CA; a Classification and Compensation Study Services for the City of Santa Ana, CA; a Classification and Compensation Study for the City of West Hollywood, CA; a Job Classification and Total Compensation Study Services for the Cosumnes Community Services District, CA; a Classification and Compensation Study for the City of Thousand Oaks, CA;



a Comprehensive Classification and Compensation Study for the City of Camarillo, CA; a Classification and Compensation Study for the Pleasant Valley Recreation and Park District, CA; a Classification and Compensation Study for the City of Fresno, CA; a Total Compensation Study for the City of Moorpark, CA; a Compensation Study for the Long Beach Management Association, CA; a Compensation Review for Mariposa County, CA; a Classification and Compensation Study for Inyo County, CA; a Classification and Compensation Study for the Superior Court of California, County of Monterey, CA; a Classification and Compensation Study for the Superior Court of California, County of Imperial, CA; a Compensation and Benefits Study for the Victor Valley Transit Authority, CA; a Compensation Study for the City of Bend, OR; a Professional Technical and Expert Services for the City of Portland, OR; a Classification and Compensation Study for the City of Ridgefield, WA; a Job Classification Market Study for the City of Bellingham, WA; a Compensation Study for Grand County, CO; a Compensation and Classification Study for Garfield County, CO; a Classification and Compensation Study for the City of Prescott, AZ; A Compensation Study for the City of Flagstaff, AZ; a Classification, Compensation, and Benefits Study for Yayapai County, AZ; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study/ Gender Pay Equity Analysis for the City of Santa Fe, NM; a Compensation Study for the City of Buda, TX; a Classification and Compensation Study for the City of Montgomery, TX; a Classification and Compensation Study and Analysis for Taylor County, TX; a Classification and Compensation Study for the City of Alpine, TX; a Compensation Study and FSLA Review for the City of La Porte, TX; a Compensation and Benefits Study for the City of Portland, TX; a Compensation Benchmarking and Structure Analysis for the City of Seguin, TX; a Compensation and Classification Study for the Woodlands Township, TX; a Classification and Compensation Study for the Town of Prosper, TX; a Classification and Compensation Study for the City of Mont Belvieu, TX; a Compensation and Classification for the City of Denton, TX; a Classification and Compensation Study for the City of Beaumont, TX; a Compensation and Benefits Survey and Analysis for the City of Deer Park, TX; a Compensation Study for the City of Duncanville, TX; a Compensation Study for the Montgomery County Emergency Communications District, TX; a Compensation Study for the City of Big Spring, TX; a Comprehensive Classification and Compensation Study for the City of Odessa, TX; a Compensation Study for the City of Brownsville, TX; a Compensation and Classification Study for the City of League City, TX; a Wage and Compensation Study for Jefferson County, TX; a Compensation Study for Aransas County, TX; a Classification and Compensation Study and Analysis for Waller County, TX; a Classification and Compensation Study for the City of Kingsville, TX; a Classification and Compensation Study and Analysis for Matagorda County, TX; a Classification and Compensation Study for the City of Leawood, KS; a Comprehensive Compensation Study for Shawnee County, KS; a Classification and Compensation and Race/Gender Equity Study for the City of Salina, KS; a Compensation Study for Sedgwick County, KS; a Classification and Compensation Study for Jasper County, MO; a Compensation Study for the City of Jefferson, MO; an Employee Classification and Compensation Study for the City of St. Louis, MO; a Compensation Study for the City of Fulton, MO; a Classification and Compensation Study for Frederick County, MD; a Compensation Study for the City of Baltimore, MD; a Classification Study for Talbot County, MD; a Performance Management Study for Talbot County, MD; a Compensation Study for Allegany County, MD; a Compensation Study for the Charles County Correctional Officers Association, MD; a Compensation Study for the City of Seaford, DE; a Classification and Compensation Study for the City of Milford, DE; a Compensation Consultation Services for Genesee County, NY; an Employee a Compensation Study for the County of Montgomery, PA; Classification and Compensation Consulting Services to the City of Clarksville,



TN; a Classification and Compensation Plan for the City of Petersburg, VA; Consulting Services for a Compensation Program Transition for the City of Newport News, VA; a Classification and Compensation Study for the City of Hopewell, VA; a Classification and Compensation Study for Loudoun County, VA; a Compensation and Classification Study for Mecklenburg County, VA; a Compensation Consulting Services for Chesterfield County, VA; a Classification and Compensation Study for the City of Norfolk, VA; a Classification and Compensation Study for the City of Falls Church, VA; a Compensation and Classification Study for Bedford County, VA; a Comprehensive Classification and Compensation Study for the City of Fayetteville, NC; a Market Salary Survey for the City of Rocky Mount, NC; a Classification System and Pay Plan Development Study for Franklin County, NC; a Pay and Classification Study for Dorchester County, SC; a Classification and Compensation Study for the City of Mauldin, SC; a Compensation Study for Laurens County, SC; a Classification and Compensation Study for the City of Rome, GA; a Classification and Compensation Study for the City of Milton, GA; a Classification and Compensation Study for the City of South Fulton, GA; a Staffing Study for the City of Fayetteville, GA; a Compensation Study for the City of Commerce, GA; a Classification and Compensation Study for the City of Thomasville, GA; a Comprehensive Position Classification and Compensation-Benefits Study and Analysis for the City of Kennesaw, GA; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study for the City of East Point, GA; a Classification, Compensation and Benefits Study for the City of East Point, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA: a Classification and Compensation Study for the City of Auburn, AL; a Compensation Study for the City of North Miami, FL; a Compensation Study for Manatee County, FL; a Classification and Compensation Study for DeSoto County, FL; a Classification and Compensation Study for the City of North Miami Beach, FL; a Compensation Study for the City of New Port Richey, FL; a Compensation and Classification Study for the Town of Davie, FL; a Compensation Study for the City of Key West, FL; a Classification and Compensation Study for Okaloosa County, FL; and a Compensation Study for the City of Fort Myers, FL.

Mr. Holcombe holds a Bachelor's Degree with a dual major in Economics and Criminology from Florida State University. He is a certified Project Management Professional (PMP) and holds a SHRM-SCP certification.

Project Consultant – **Mr. Michael Misrahi.** Mr. Misrahi is a Project Manager who has been with the firm for more than seven years. During that time, he has served as a Consultant or Project Lead on more than 100 HR consulting projects. He has extensive experience in the development and modification of compensation and classification plans, policies, and practices for organizations varying in size from a few dozen employees to several thousand.

Mr. Misrahi also served as the Compensation Manager at the University of Central Florida, where he oversaw a team of compensation analysts, and was responsible for administering the University's compensation structure for over 10,000 employees.

A sample of some of Mr. Misrahi's public sector projects include: a Classification and Compensation Study for Ouray County, CO; a Compensation Study for Grand County, CO; a Compensation and Classification Study for Garfield County, CO; a Compensation Study for Town of Sahuarita, AZ; a Classification and Compensation Study for the City of Prescott, AZ; Classification and Compensation Consulting Services to the City of Albuquerque, NM; a Pay for



Performance and a Salary Survey for City of Mont Belvieu, TX; a Comprehensive Compensation and Benefits Study for the City of Sachse, TX; a Classification and Compensation Study for the City of Pflugerville, TX; a Pay and Classification Study for the City of Fredericksburg, TX; a Classification and Compensation Study for the City of Seguin, TX; a Comprehensive Compensation and Benefits Study for City of Rowlett, TX; a Wage and Compensation Study for Jefferson County, TX; an Employee Classification and Compensation Study for the City of St. Louis, MO; a Comprehensive Compensation Study for Shawnee County, KS; a Job Classification and Compensation Study for the City of Baltimore, MD; a Classification and Compensation Study for Frederick County, MD; a Classification and Compensation Study for Howard County, MD; and a Classification and Compensation Study for Frederick County, MD; a Compensation Study for the County of York, VA; a Classification and Compensation Study for the City of Norfolk, VA; a Classification and Compensation Plan for the City of Petersburg, VA; a Classification and Compensation Study for Loudoun County, VA; Consulting Services for a Compensation Program Transition for the City of Newport News, VA; a Pay Equity Analytics Model for Fire and Police Staff for the City of Raleigh, NC; a Classification, Compensation and Benefits Study for the Town of Kiawah Island, SC; Organizational Assessment of the HR Department for York County, SC; a Compensation Study for Laurens County, SC; a Compensation and Benefits Study for the City of St. Cloud, FL; a Classification and Compensation Study for the City of Sebring, FL; a Compensation Study for Santa Rosa County, FL; a Compensation Study for the City of Key West, FL; a Compensation and Classification Study for the City of Sarasota, FL; a Compensation Study for Osceola County, FL; Classification and Compensation Services for the City of Dunedin, FL; a Compensation Study for the City of North Miami Beach, FL; a Pay and Classification Study for the City of Doral, FL; a Classification and Compensation Study for the City of Lake City, FL; a Classification and Benefits Study for the City of Key West, FL; a Pay and Classification Study for Bay County, FL; a Compensation and ERP Study for Miami-Dade County, FL; a Pay and Classification Study for Gulf County, FL; Compensation Consultant Services for the City of Coral Springs, FL; a Salary Study for Highlands County, FL; a Compensation Study for Brevard County, FL; a Compensation Study for Sarasota County, FL; a Salary and Benefits Review for Hernando County, FL; a Classification and Compensation Study for Pinellas County, FL; a Classification and Compensation Study for Palm Beach County, FL; a Pay and Classification Study for Martin County, FL; a Compensation Study for the City of Kissimmee, FL; a Classification and Compensation Study for the City of Zephyrhills, FL; a Compensation Study for the City of Fort Myers, FL; a Compensation and Classification Study for the Town of Davie, FL; a Classification and Compensation Study for Franklin County, FL; a Classification and Compensation Study for the Hillsborough County Clerk of Court and Comptroller, FL; a Classification and Compensation Study for the City of Douglasville, GA; and a Classification and Compensation Study for the City of Atlanta, GA.

Mr. Misrahi has an MBA and a Bachelor's degree in History from Florida State University.

Project Consultant – Mr. Karl Fuchs. Mr. Fuchs serves as a Senior Consultant at Evergreen Solutions. He has over 25 years of distinguished experience, specializing in public sector human resources, organizational design, and performance management. He excels in collaborating with clients to deliver targeted and impactful solutions utilizing his extensive knowledge of human resources best practices, employment law, and regulatory compliance.



Before joining Evergreen, Mr. Fuchs held the position of Human Resources Director for a local government. In that role, he implemented innovative recruiting strategies that effectively reduced time to hire, enhanced employee retention through targeted incentives and streamlined legacy processes which expedited personnel actions. He also effectively engaged in labor relations with collective bargaining units. As a retired veteran of the Marine Corps, he has an extensive background in leading diverse teams and is a recognized authority in assessing organizational climate. His prior experience with the military as a Manpower, Plans, and Operations Analyst is marked by his ability to conduct thorough staffing analyses and operationalize organizational design.

A sample of some of the public sector projects that Mr. Fuchs has been involved with include: a Classification and Compensation Study for the City of Yucaipa, CA; a Classification and Compensation Study for the City of Fresno, CA; a Comprehensive Classification and Compensation Study for the City of Camarillo, CA; a Classification and Compensation Study for the Pleasant Valley Recreation and Park District, CA; a Compensation and Benefits Study for the Long Beach Management Association, CA; a Compensation Review for Mariposa County, CA; a Classification and Compensation Study for the West Basin Municipal Water District, CA; a Classification and Compensation Study for Inyo County, CA; a Professional Technical and Expert Services for the City of Portland, OR; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study/ Gender Pay Equity Analysis for the City of Santa Fe, NM; a Classification and Compensation Study and Analysis for Taylor County, TX; a Classification and Compensation Study for Burnet County, TX; a Classification and Compensation Study and Analysis for Matagorda County, TX; a Comprehensive Classification, Compensation, and Staffing Analysis Study for the City of Odessa, TX; a Classification and Compensation Study for the City of Del Rio, TX; a Compensation and Classification Study for the City of Denton, TX; a Compensation Study for the City of Fulton, MO; a Compensation Study for Sedgwick County, KS; a Total Compensation Study for Genesee County, MI; a Compensation Study for the City of Baltimore, MD; a Classification and Compensation Study for Garrett County, MD; a Classification and Compensation Study for the City of Falls Church, VA; Consulting Services for a Compensation Program Transition for the City of Newport News, VA; a Classification and Compensation Plan for the City of Petersburg, VA; a Classification and Compensation Study for Jackson County, NC; a Classification and Compensation Study for Onslow County, NC; a Classification and Compensation Study for the Town of Huntersville, NC; a Classification and Compensation Study for the City of Mauldin, SC; a Classification and Compensation Study for Richland County, SC; a Compensation Study for the City of Isle Palms, SC; a Compensation and Classification Study for Greenwood County, SC; a Classification and Compensation Study for the City of South Fulton, GA; a Salary Survey for the City of Garden City, GA; a Comprehensive Position Classification and Compensation-Benefits Study and Analysis for the City of Kennesaw, GA; a Classification and Compensation Study for City of Atlanta, GA; a Classification and Compensation Study for the City of East Point, GA; a Classification and Compensation Study for the City of Thomasville, GA; a Classification and Compensation Study and Analysis for the City of Lawrenceville, GA; a Classification and Compensation Study for the Town of Ft Myers Beach, FL; a Classification and Compensation Study for the City of South Miami, FL; a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for the City of Okeechobee, FL; a Compensation Study for the City of Palmetto, FL; a Compensation Study for the City of Naples, FL; a Compensation Study for Manatee County, FL; a Classification and Compensation Study for Okaloosa County, FL; Compensation Consulting Services for Pasco County, FL; a Compensation and Classification Study



for Jefferson County, FL; a Classification and Compensation Study for Franklin County, FL; a Compensation Study for Sarasota County, FL; a Compensation and Classification Study for the City of Clearwater, FL; a Compensation Study for the City of Okeechobee, FL; a Compensation Study for the City of Orlando, FL; a Compensation Study for the City of Orlando, FL; a Compensation Study for the City of Doral, FL; a Compensation Study for the Town of Oakland, FL; a Compensation Study for South Walton Fire District, FL; and a Classification and Compensation Study for the Broward County Sheriff's Office, FL.

Mr. Fuchs holds a Juris Master in Employment Law and HR Risk Management from Florida State University, College of Law, and a Bachelor of Arts in Business Administration, Management from Saint Leo University. He is currently expanding his expertise by completing a Master of Public Administration at the University of North Carolina at Chapel Hill, School of Government.

Project Consultant – Mr. Peter Backhaus. Mr. Backhaus is a Senior Consultant with Evergreen who specializes in salary benchmarking, pay plan design, and public safety markets. He focuses on delivering strategic compensation solutions tailored to meet the unique needs of each client. He has also assisted clients in developing innovative strategies and implementing best practices in classification and compensation. He has worked with a diverse range of clients across various areas of the public sector, including public utilities, public safety units, specialized service districts, transportation authorities, and general local governments.

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

A sample of some of the public sector projects that Mr. Backhaus has been involved with include: a Job Classification and Total Compensation Study Services for the Cosumnes Community Services District, CA; a Classification and Compensation Study for the City of Fresno, CA; a Classification and Compensation Study Services for the City of Santa Ana, CA; a Consultant Services for a Study of the City's Compensation Plan and Benefits for the City of Sanger, CA; a Classification and Compensation Study for Inyo County, CA; a Compensation and Benefits Study for the Victor Valley Transit Authority, CA; a Compensation Study for the City of Bend, OR; aa Professional Technical and Expert Services for the City of Portland, OR; a Classification and Compensation Study for the City of Albuquerque, NM; a Compensation Study for City of Aransas Pass, TX; a Compensation Study for the City of Brownsville, TX; a Classification and Compensation Study for Blanco County, TX; a Classification and Compensation Study for the City of Beaumont, TX; a Compensation Study for the City of Buda, TX; a Compensation and Benefits Study for the City of Portland, TX; a Classification and Compensation Study for Waller County, TX; a Classification and Compensation Study for the City of Kingsville, TX; Compensation Benchmarking and Structure Analysis for the City of Seguin, TX; a Classification and Compensation Study for the Town of Prosper, TX; a Classification and Compensation Study for the City of Montgomery, TX; a Compensation and Classification Study for the City of Denton, TX; a Compensation Study for the City of Jefferson, MO; an Employee Classification and Compensation Study for the City of St.



Louis, MO; a Compensation Study for the City of Seaford, DE; a Classification and Compensation Study for the City of Milford, DE; a Compensation Study and Analysis for McLean County, IL; a Classification and Compensation Study for the City of Moline, IL; a Classification and Compensation Study for Dare County, NC; a Classification and Compensation Study for Culpeper County, VA; a Classification and Compensation Study for the City of Hopewell, VA; an HR Market Study for Botetourt County, VA; a Compensation and Classification Study for Mecklenburg County, VA; a Compensation Study for the Town of Central, SC; an Employee Compensation and Classification Study for the City of Greenwood, SC; a Classification and Compensation Study and Analysis for Darlington County, SC; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and Compensation Study for the City of Calhoun, GA; a Classification and Compensation Study for the City of South Fulton, GA; a Classification and Compensation Study for the City of Hampton, GA; a Compensation Study for Cherokee County, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and Compensation Study for the City of Sylvester, GA; a Classification and Compensation Study for the City of Rome, GA; a Classification and Compensation Study for the City of Eastpoint, GA; a Comprehensive Position Classification and Compensation/Benefits Study and Analysis for the City of Kennesaw, GA; a Classification and Compensation Study for the City of Vienna, GA; a Compensation Study for the City of Duluth, GA; a Classification and Compensation Study for the City of Johns Creek, GA; a Classification and Compensation Study for the City of Auburn, AL; a Compensation and Benefits Study for the City of Mobile, AL; a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for the City of Bradenton, FL; a Classification and Compensation Study for Boynton Beach, FL; a Comprehensive Classification and Compensation Study for Citrus County, FL; a Compensation Study for the City of New Port Richey, FL; a Compensation Study for the City of Zephyrhills, FL; and a Classification and Compensation Study for Okaloosa County, FL.

Mr. Backhaus has a Bachelor's of Science in Economics with Minors in Sociology and Communication.

Project Consultant – Ms. Tara Tabachnik. Ms. Tabachnik is a Consultant with Evergreen. Solutions. She began her career at Evergreen as a Junior Analyst and has since developed exceptional skills and knowledge in Human Resources consulting that she applies in her current role as a Consultant. Since joining Evergreen, she has mastered the art of conducting market surveys and market research and has been a great resource to the project teams. She has taken on a lead role with Evergreen's market surveying efforts through the creation of Evergreen's internal data team. She works closely with all project teams by conducting salary surveys, benefits surveys, staffing surveys, and market research for various types of clients.

A sample of some of the more recent public sector projects that Ms. Tabachnik has been involved with include: a Classification and Compensation Study for the City of Fresno, CA; a Classification and Compensation Study for the City of Thousand Oaks, CA; a Classification and Compensation Study for Inyo County, CA; a Professional Technical and Expert Services for the City of Portland, OR; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study/ Gender Pay Equity Analysis for the City of Santa Fe, NM; a Compensation and Classification Study for Garfield County, CO; a Compensation Study for the City of Brownsville, TX; a Classification and Compensation Study for the City of Odessa, TX; a Classification and Compensation Study for the City of Odessa, TX; a Classification and Compensation Study for the Town of Prosper, TX; a Compensation and Classification for the



City of Denton, TX; a Compensation Benchmarking and Structure Analysis for the City of Seguin, TX; a Classification and Compensation and Race/Gender Equity Study for the City of Salina, KS; a Classification and Compensation Study for the City of Leawood, KS; a Compensation Study for Sedgwick County, KS; an Employee Classification and Compensation Study for the City of St. Louis, MO; a Compensation Study for the City of Jefferson, MO; a Classification and Compensation Study for Jasper County, MO; a Classification and Benefits Study for the City of St. Peters, MO; Compensation Study for the City of Seaford, DE; a Classification and Compensation Study for the City of Milford, DE; a Compensation Consultation Services for Genesee County, NY; a Compensation Study for the City of Baltimore, MD; a Classification and Compensation Study for the City of Norfolk, VA; a Classification and Compensation Study for the City of Falls Church, VA; Consulting Services for a Compensation Program Transition for the City of Newport News. VA; a Market Salary Survey for the City of Rocky Mount, NC; a Classification and Compensation Study for the City of Atlanta, GA; a Classification and Compensation Study for the City of Thomasville, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Classification and Compensation Study for DeSoto County, FL; and a Compensation Study for the City of Fort Myers, FL.

Ms. Tabachnik has an MBA and a Bachelor's Degree in Finance from Florida State University.



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

5. References

We have provided you with the following three references that we feel demonstrate the breadth and quality of the work our team has performed as it relates to the services being requested by the City of Beaumont. We invite you to contact our client references as to the quality and timeliness of our consulting projects. Additional references are available upon request.

Classification and Compensation Study City of Thousand Oaks, California

Contact Information: Sharon Chen, Deputy Human Resources Director, 2100 Thousand Oaks Boulevard, Thousand Oaks, California 91362, (805) 449-2144, SChen@toaks.org

Comprehensive Classification and Compensation Study

City of Camarillo, California

Contact Information: Carmen Nichols, Assistant City Manager, 601 Carmen Drive, Camarillo, California 93010, (805) 383-5679, cvnichols@cityofcamarillo.org

Classification and Compensation Study

City of Yucaipa, California

Contact Information: Cortney McRae, Human Resources Manager; 34272 Yucaipa Blvd Yucaipa, California 92399; (909) 797-2489 ext.219, cmcrae@yucaipa.org



6. Scope of Services

In this section, we provide a detailed work plan—identifying the tasks, activities, and milestones necessary to accomplish the deliverables in the scope of work of the RFP; and the structure and content of the work product. **Note:** Evergreen has the required insurance requirements.

6.1 Detailed Work Plan

The detailed work plan that Evergreen proposes to use to conduct the Classification and Compensation Study for the City of Beaumont is listed below. Evergreen has also included in this section, a detailed work plan for the Organizational and Operations Review. Evergreen understands the City currently has approximately 217 full-time employees in 98 classifications that will be included in the study.

Task 1.0: Project Initiation

TASK GOALS: Finalize the project plan with the City; gather all pertinent data; finalize any remaining contractual negotiations; and establish an agreeable final timeline for all project milestones and deliverables.

TASK ACTIVITIES

- 1.1 Discuss with the City's Project Manager (CPM), and any other key personnel (i.e., City Executive Team) the following objectives: the classification and pay plan study process; understand mission and current compensation philosophy; review our proposed methodology, approach, and project work plan to identify any necessary revisions; reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and establish an agreeable communication schedule.
- 1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the City and some of the short- and long-term priorities. This activity serves as the basis for assessing where the City is going and what type of pay plan will reinforce current and future goals.
- 1.3 Obtain relevant materials from the City, including: any previous projects, research, evaluations, or other studies that may be relevant to this project; organizational charts for the departments and divisions, along with related responsibility descriptions; current position and classification descriptions, salary schedule(s), benefits plans, and classification system; and
- 1.4 Review and edit the project work plan and submit a timeline for the completion of each project task.
- 1.5 Provide monthly reports to the CPM throughout the study.

KEY PROJECT MILESTONES: Comprehensive project management plan; and comprehensive database of staff



Task 2.0: Evaluate the Current System

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

TASK ACTIVITIES

- 2.1 Obtain the existing pay structure and compensation philosophy (if any). Review the existing pay structure and look for potential problems and issues to be resolved.
- 2.2 Identify the strengths and weaknesses of the current pay plan(s) for the City.
- 2.3 Identify career ladders/promotional opportunities for each classification.
- 2.4 Complete an assessment of current conditions that details the pros and cons of the current system, taking into consideration compensation and benefits, as well as highlights areas for potential improvement in the final adopted solution.

KEY PROJECT MILESTONES: Review of existing compensation plan(s); and assessment of current conditions

Task 3.0: Collect and Review Current Environment Data

TASK GOALS: Conduct statistical and anecdotal research into the current environment within the City; and guide subsequent analytical tasks.

TASK ACTIVITIES

- 3.1 Schedule and conduct up to three employee orientation sessions to describe the scope of work and methodology.
- 3.2 Interview management to obtain relevant information and statistical data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.
- 3.3 Hold up focus groups with a sample of employees to obtain additional relevant information and statistical data on specific compensation issues and policies.
- 3.4 Work with the CPM and Human Resources staff to administer the JATs and MITs to employees in the department. 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: Department head interviews; employee focus groups and orientation sessions; and JAT/MIT distribution



Task 4.0: Evaluate and Build Project Classification Plan and Make FLSA Determinations

TASK GOALS: Identify the classification of existing positions utilizing the approved method for job evaluation; and characterize internal equity relationships within the City's staff.

TASK ACTIVITIES

- 4.1 Ensure that all draft class specifications for the City are provided to Evergreen by the CPM.
- 4.2 Review the work performed by each classification and score based on job evaluation. Include an evaluation of supervisory comments.
- 4.3 Review job evaluation scores and identify the classification of positions.
- 4.4 Schedule and conduct additional follow-up with employees for jobs where uncertainty exists over data obtained from job evaluation.
- 4.5 Develop preliminary recommendations for the classification structure and discuss with the CPM. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the job evaluation scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped and spacing between jobs would be determined.
- 4.6 Develop recommendations of FLSA (exemption) status based on results of the job evaluation (JAT) review and federal requirements.
- 4.7 Identify career ladders/promotional opportunities for each classification.
- 4.8 Review recommendations with the CPM.

KEY PROJECT MILESTONES: Job evaluation scores by class; recommended classification changes; FLSA determinations; and preliminary job structure based on internal equity

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

TASK GOALS: Identify positions to benchmark for the market salary and benefits survey; and identify and develop a comprehensive list of targets for conducting a successful external labor market salary and benefits assessment.

- 5.1 Identify and review with the CPM the classifications that will be used as benchmarks for the market salary survey. **Note:** Evergreen will work with the CPM to identify all of the City's 98 classifications to use as benchmarks for the market salary and benefits survey.
- 5.2 Finalize the list of positions with the CPM.
- 5.3 Develop a preliminary list of organizations for the external labor market survey of salary and benefits, placing a comparative emphasis on characteristics such as: size of the organization; geographic proximity to the Beaumont area; economic and budget characteristics; and other demographic data.



- Review and finalize with the CPM up to 20 peer organizations that will be included in the market salary and benefits survey.
- 5.5 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 surveys.
- 5.7 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending surveys.

KEY PROJECT MILESTONES: Initial list of survey peers; survey methodology; and final list of survey organizations and contacts

Task 6.0: Conduct Market Salary and Benefits Survey and Provide External Assessment Summary

TASK GOALS: Conduct the external labor market salary survey; conduct a benefits survey; and provide a summary of the market salary and benefits survey results to the CPM.

- 6.1 Prepare a customized external labor market salary survey for the CPM's approval. Discuss questions and categories for the market survey.
- 6.2 Develop a listing of the current benefits provided (e.g., longevity, certificate, educational incentive, premium, special assignment, bilingual pay; allowances/stipends/reimbursements (i.e., auto, technology/cell phone, uniform/boots, equipment/tools, etc.); pension/retirement contributions, including city contributions to deferred compensation plans; health benefits for active employees and future retirees (i.e., medical, dental, vision, ancillary); life and disability insurance; leave benefits including accrual and pay-out/conversion (i.e., vacation, sick, holiday, personal, bereavement, jury duty, etc.); cash in lieu of benefits; any additional benefits such as EAP, flexible spending accounts etc, hiring incentives; and provide the monetary value of the benefits in comparison to the comparator cities) by the City for comparisons with peer organizations, and any additional benefits.
- 6.3 Using the list of City provided benefits and major benefits offerings not provided by the City develop a list of benefits to include in the external labor market survey.
- 6.4 Prepare benefits survey to be included with salary survey developed in **Task 6.1**.
- 6.5 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 6.6 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 6.7 Collect and enter survey results into Evergreen's electronic data analysis tools.
- 6.8 Validate all data submitted.



- 6.9 Develop summary report of external labor market salary and benefits assessment results.
- 6.10 Submit summary report of external labor market salary and benefits assessment results to the CPM

KEY PROJECT MILESTONES: Market survey instrument; benefits survey instrument; summary report of external labor market salary and benefits assessment results

Task 7.0: Develop Strategic Positioning Recommendations

TASK GOALS: Determine the City's compensation philosophy; and develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

- 7.1 Identify the accepted compensation philosophy and accompanying thresholds.
- 7.2 Using the market salary survey data collected in **Task 6.0**, and the classification data reviewed in **Task 4.0**, recommend the appropriate salary structure/ranges (s) for the City's positions.
- 7.3 Produce a revised or new pay scale(s) that best meets the needs of the City from an internal and external equity standpoint.

KEY PROJECT MILESTONES: Proposed compensation strategic direction, taking into account internal and external equity; and plan for addressing unique, highly competitive positions

Task 8.0: Conduct Solution Analysis

TASK GOALS: Conduct analysis comparing job evaluation values; survey results for the benchmark positions; and produce several possible solutions for implementation.

- 8.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan for the City.
- 8.2 Place all classifications into pay grades based on **Task Activity 8.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 8.3 Create implementation solutions for consideration that take into account the current position of the City as well as the findings from the classification and compensation analysis.

 Identify and prepare a range of compensation policy alternatives.
- 8.4 Discuss with the CPM potential solutions.
- 8.5 Determine the best solution to meet the needs of the City in the short-term and long-term.
- 8.6 Document the accepted solution.



KEY PROJECT MILESTONES: Initial regression analysis; potential solutions; and documented final solution

Task 9.0: Develop and Submit Draft and Final Reports

TASK GOALS: Develop and submit a draft and Final Report of the Classification and Compensation Study for the City of Beaumont; and present the Final Report.

TASK ACTIVITIES

- 9.1 Produce a comprehensive draft report that captures the results of each previous step, including a complete listing of the allocation of job classes to salary range requirements. Provide the CPM with a draft final report for review that will include all costs associated with recommendations as well as implementation strategies.
- 9.2 Make edits and submit an electronic and hard copy of the Final Report to the CPM.
- 9.3 Present the Final Report to the City executive team and supervisors.
- 9.4 Develop a communication plan for sharing study results with employees of the City.
- 9.5 Develop a plan for maintaining recommendations over time.

KEY PROJECT MILESTONES: Draft and final reports; final presentation; communication plan; implementation and maintenance database

Task 10.0: Develop Recommendations for Compensation Administration

TASK GOALS: Develop recommendations for continued administration by City staff to sustain the recommended compensation and classification system; and conduct training.

- 10.1 Develop recommendations and guidelines for continued administration and maintenance of the classification and compensation system by City staff, including recommendations and guidelines related to: how employees will move through the pay structure/system as a result of transfers, promotions, or demotions; how to pay employees whose base pay has reached the maximum of their pay range or value of their position; 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 Present recommendations to the CPM for review.
- 10.3 Finalize recommendations.
- 10.4 Provide training and tools to the Human Resources Department staff and Management Team to ensure that staff can conduct individual salary 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; and training on Evergreen's *JobForce Manager* tool

Task 11.0: Provide Revised Class Descriptions

TASK GOALS: Update existing class descriptions; create new class descriptions for <u>only</u> those classifications recommended by Evergreen as a result of the job evaluation process; and provide final version of all class descriptions/specifications in electronic format (i.e., MS Word).

TASK ACTIVITIES

- 11.1 Assess current class descriptions for form, content, validity, and ADA, FLSA, EEO compliance, etc.
- 11.2 Discuss any necessary changes to the class description format with the CPM.
- 11.3 Update classification descriptions based on data gathered from the job evaluation process.
- 11.4 Create new class descriptions <u>only</u> for those classifications recommended by Evergreen as a result of the job evaluation process.
- 11.5 Recommend a systematic, regular process for reviewing class descriptions.
- 11.6 Establish and facilitate an appropriate employee review and appeal process.

KEY PROJECT MILESTONES: Updated class descriptions; new class descriptions, as needed; and recommendations for regular review of class descriptions

Our work plan for the **Organizational and Operational Review** consists of the following five work tasks:

Task 1.0: Project Initiation and Planning

TASK GOALS: Finalize the project scope, objectives and timeline with the CPM; and develop a data collection plan.

- 1.1 Conduct a meeting with CPM to clarify project scope, objectives, timelines, communication protocols, and reporting requirements.
- 1.2 Finalize the work plan, including specific activities sub-activities, responsibilities, timelines, and deliverables. This plan will be reviewed and approved by the City.
- 1.3 Define communication channels, frequency of updates, and reporting formats for project progress.
- 1.4 Define communication channels, frequency of updates, and reporting formats for project progress.
- 1.5 Develop a comprehensive data collection plan, including methods for gathering information on organizational structure, operations, staffing, financials, technology, and community feedback. This will include surveys, interviews, document review, and on-site observations.



KEY PROJECT MILESTONES: Detailed work plan; communication plan, and data collection plan

Task 2.0: Organizational Structure and Function Analysis

TASK GOALS: Analyze current staffing levels; develop and provide recommendations for staffing levels and a new organizational structure; and analyze current supervisory ratios.

TASK ACTIVITIES:

- 2.1 Document and analyze the existing organizational structure, including departments, reporting relationships, roles, responsibilities and span of control.
- 2.2 Identify gaps in the current organizational structure, including redundancies, inefficiencies, and areas where responsibilities are unclear or lacking.
- 2.3 Analyze current staffing levels for each department, comparing them to industry benchmarks and workload demands.
- 2.4 Develop multiple options for a new organizational structure, considering different models and their potential impact on efficiency and effectiveness.
- 2.5 Provide recommendations for staffing levels for each proposed organizational structure, considering workload, span of control, and industry best practices.
- 2.6 Analyze current supervisory ratios and develop recommendations for appropriate ratios based on industry best practices and organizational needs.
- 2.7 Assessment administrative functions, including financial management, staff supervision and development, risk management, and technology utilization.

KEY PROJECT MILESTONES: Current organizational structure analysis report; gap analysis report; proposed organizational structure options report; staffing level recommendations report; supervisory ratio analysis & recommendations report; and administrative strengths assessment report

Task 3.0: Operational Function and Workflow Analysis

TASK GOALS: Conduct a comprehensive assessment of the workplace culture; identify potential opportunities; and conduct an assessment of the City's customer service.

- 3.1 Review the operational functions and workflow processes for each department, documenting current practices and identifying areas for improvement.
- 3.2 Conduct a comprehensive assessment of the workplace culture, including employee surveys, focus groups, and interviews to gather feedback on employee satisfaction, communication, and work environment.
- 3.3 Identify potential opportunities for intergovernmental cooperation, including shared services, joint ventures, and other collaborative initiatives.



- 3.4 Analyze current employee tenure and review the existing succession process. Develop recommendations for strengthening succession planning and leadership development.
- 3.5 Conduct an assessment of the City's customer service, including surveys, focus groups, and interviews with community partners to gather feedback on service quality and identify areas for improvement.

KEY PROJECT MILESTONES: Operational function and workflow analysis report; workplace culture assessment report; intergovernmental cooperation opportunities report; succession planning review and recommendations; and customer service assessment report.

Task 4.0: Report Development and Presentation

TASK GOALS: Create a draft report; finalize the final report; and present results to the City.

TASK ACTIVITIES:

- 4.1 Consolidate the findings from all Tasks into a comprehensive draft report, including recommendations for organizational structure, staffing, operational improvements, and other key areas.
- 4.2 Circulate the draft report for review and feedback from the CPM and City Executive Team.
- 4.3 Incorporate feedback from stakeholders and finalize the report, including an executive summary and implementation plan
- 4.4 Present the final report and recommendations (i.e., this would be done concurrently with the Classification and Compensation Study).

KEY PROJECT MILESTONES: Draft report; final report; and presentation

Task 5.0: Project Completion

TASK GOALS: Finalize the project.

TASK ACTIVITIES:

- 5.1 Ensure all project documentation is complete and organized.
- 5.2 Conduct a final project review meeting with the CPM to discuss lessons learned and next steps.

KEY PROJECT MILESTONES: Finalized project documentation; and project review meeting minutes.

6.2 Structure and Content of Work Product

At the conclusion of the study, Evergreen will deliver a draft and final report that will include the following six chapters for the Classification and Compensation Study.

• Chapter 1: Introduction - This chapter provides an introduction into the study and describes the necessary steps that will take place. The major deliverables include a revised project plan, timeline, outreach protocols, document questions, and weekly update reports.



- Chapter 2: Summary of Outreach This chapter provides a summary of any employee
 meetings and department head interviews. The major deliverables include a summary of
 outreach results and potential issues for further investigation.
- Chapter 3: Assessment of Current Conditions This chapter provides an overall
 assessment of the structure of the compensation plan in place and a brief analysis of the
 employee demographics. The major deliverables include career path analysis, range and
 rank compression analysis, strengths and weaknesses of the current system, and initial
 findings.
- Chapter 4: Market Survey Summary This chapter provides results of the market salary survey that was distributed to peer organizations. The major deliverables include a summary of market peers, proposed benchmark jobs, peer survey, extrapolation file for benchmarks to other jobs, and market results by classification.
- Chapter 5: Benefits Survey Summary This chapter provides results of the market benefits survey that was distributed to peer organizations.
- Chapter 6: Solution This chapter summarizes the proposed recommendations based on the findings from the previous chapters. The recommendations generally include four different categories: Classification, Overall Structure, Compensation, and Administration. The major deliverables include report, policy recommendations, and implementation plans.

In addition to the final report, Evergreen will provide a solution file that will include a cost breakdown and implementation strategy for all recommended options for the City in updating its classification and compensation structure for the City. Evergreen will also provide updated and/or new job descriptions in electronic format.

Evergreen will also provide training using its own *JobForce Manager* software that will allow the City to facilitate the implementation and ongoing maintenance of the recommended changes to its classification and compensation system for the City. The City will have access to this software free of charge at the conclusion of the study.

7. Project Schedule

Evergreen possesses the ability, staff, skills, and tools to conduct a Classification and Compensation Study and the Organizational and Operational Review for the City of Beaumont in approximately six months of the project start date and execution of a contract. Our project schedule is based on a tentative start date of March 4, 2025, as stated in the RFP, and a completion date of September 4, 2025, as required in the RFP. Our project schedule can be modified in any way to best meet of the needs of the City of Beaumont.

Note: The Classification and Compensation Study and Organization and Operational Review will run concurrently with each other.



8. Additional Information

Evergreen Solutions will provide the City's Human Resources Department staff with the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended classification and compensation system is accomplished. In addition, Evergreen will provide the City up to one-year technical assistance by phone at no cost to assist with any implementation concerns and/or to answer any questions regarding the maintenance of the new system.



Cost Proposal

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

Our total, not-to-exceed, fixed cost to complete all tasks for the Classification and Compensation Study as identified in our detailed work plan in **Section 6** of our proposal is \$43,500. Our cost to conduct the Organizational and Operational Review is \$108,500. Our cost is all inclusive, and includes travel cost (meals and lodging), transportation, fringe benefits, indirect cost (overhead), clerical support, and all other out-of-pocket fees. Our cost includes two onsite visits to the City to perform the requested work as most of the work can be conducted virtually. **Note:** Any work outside of the scope of work would be billed at \$150 per hour or would be negotiated depending on the type of work.

Our preferred payment schedule for the Classification and Compensation Study is as follows:

- 25% upon completion of Tasks 1 − 2
- 25% upon completion of Tasks 3 4
- 40% upon completion of Tasks 5 8
- 10% upon completion of Tasks 9 11

Our preferred payment schedule for the Organizational and Operational Review is as follows:

- 33% upon completion of Tasks 1 − 2
- 33% upon completion of Task 3
- 34% upon completion of Tasks 4 − 5

Note: All invoices are due within 30 days of receipt or the project may be delayed in moving to the next deliverable identified in the detailed work plan for the project.

We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that the City of Beaumont wishes to identify.



EXHIBIT "C"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

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