

**CITY OF HOLLYWOOD, FLORIDA**  
**INTEROFFICE MEMORANDUM**  
**Office of Human Resources**

DATE: January 7, 2015 FILE: HR-15-167

TO: Joel Wasserman, Division Director of Procurement Services

VIA: Tammie Hechler, Director of Human Resources *J. Hechler*

FROM: Tami Thornton, Human Resources Administrator *Tami Thornton*

SUBJECT: Request to establish and execute a contract with Evergreen Solutions LLC to conduct a compensation study on ASFCME general job classifications.

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ISSUE:

To establish and execute a contract with Evergreen Solutions, LLC to conduct a compensation study on ASFCME general job classifications.

EXPLANATION:

The City of Hollywood issued an RPF for a compensation study in January 2013. Evergreen Solutions was awarded the contract to conduct the study. The specifications of the RFP required separate quotes for each classification unit (non-represented, professional, supervisory, general, PBA, and IAFF). In May 2013, the City entered into a contract with Evergreen Solutions LLC to conduct the non-represented, professional and supervisory unit job classifications. The study for these units has been completed. The next and final phase is to study the AFSCME general job classifications.

RECOMMENDATION:

Seek approval to establish and execute a contract with Evergreen Solutions, LLC to conduct a compensation study on AFSCME general classifications.

c City Manager  
City Attorney



# Evergreen Solutions, LLC

2852 Remington Green Circle, Suite 101 - Tallahassee, Florida 32308  
850.383.0111 - fax 850.383.1511

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January 5, 2015

Ms. Tammie Hechler  
Director, Office of Human Resources  
City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020

**SUBMITTED VIA EMAIL:** [thechler@hollywoodfl.org](mailto:thechler@hollywoodfl.org)

Dear Ms. Hechler:

Evergreen is willing to extend the Compensation Study to the AFSCME general employees (i.e., approximately 688 employees in 148 different job classifications) at a price of **\$28,000** according to the payment terms listed below. Evergreen can conduct this study in 90 days upon execution of a contract. The study, pricing, and the terms of the contract are based on Evergreen's proposal submitted on January 28, 2013 and the City of Hollywood's Request for Proposals No. 4356-13-IS.

## Payment Terms

- 25% - following project kick-off (Task 1 of our work plan)
- 25% - following outreach (Tasks 2 and 3 of our work plan)
- 25% - following market salary survey (Task 8 of our work plan)
- 25% - following delivery of final report (Tasks 11 - 13)

If you have any questions, please feel free to call me at (850) 383-0111 or email me at [jeff@consultevergreen.com](mailto:jeff@consultevergreen.com).

Sincerely,

Dr. Jeff Ling  
Executive Vice-President  
Evergreen Solutions, LLC

**AGREEMENT  
BETWEEN  
CITY OF HOLLYWOOD, FLORIDA  
AND  
EVERGREEN SOLUTIONS, LLC  
FOR  
COMPENSATION STUDY**

This Agreement made and entered into this 11<sup>th</sup> day of June, 2013, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and EVERGREEN SOLUTIONS, LLC, (hereinafter "Vendor").

WHEREAS, City issued Request for Proposal No. RFP-4356-13-IS (hereinafter the "RFP") for a Compensation Study; and

WHEREAS, Vendor submitted a proposal in response to the RFP;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I  
INCORPORATION OF DOCUMENTS**

The RFP, including any addenda thereto, the proposal submitted by Vendor, letter dated June 11, 2013, from Vendor regarding payment terms and the Purchase Order, if applicable, (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents.

**ARTICLE II  
INDEMNIFICATION**

The parties hereby agree that the following indemnification provision shall govern this Agreement:

Vendor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Vendor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the RFP Document. Nothing in this Agreement or under the RFP Documents shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

### ARTICLE III REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

### ARTICLE IV SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

### ARTICLE V ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, together with the attachments hereto, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

### ARTICLE VI NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

Gail Reinfeld, Director  
Office of Human Resources & Risk Management  
City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020

with a copy to:

Jeffrey P. Sheffel, City Attorney  
City of Hollywood  
2600 Hollywood Boulevard, Room 407  
Hollywood, Florida 33020

and if sent to Vendor, such notices shall be mailed to:

Dr. Jeff Ling, Executive Vice-President  
Evergreen Solutions, LLC  
2852 Remington Green Circle, Suite 101  
Tallahassee, FL 32308

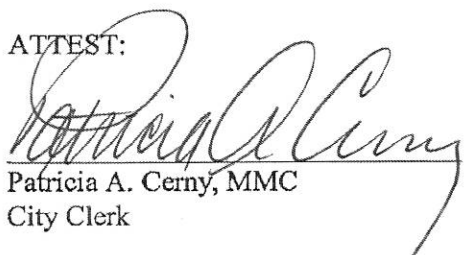
ARTICLE VII  
THIRD PARTY RIGHTS

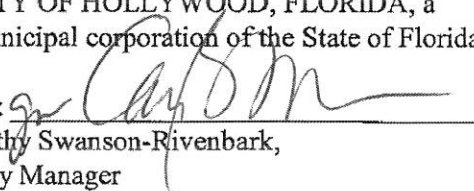
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Vendor.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

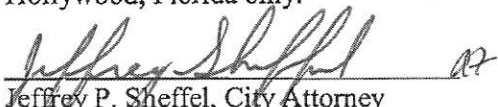
CITY OF HOLLYWOOD, FLORIDA, a  
municipal corporation of the State of Florida

ATTEST:

  
Patricia A. Cerny, MMC  
City Clerk

By:   
Cathy Swanson-Rivenbark,  
City Manager

APPROVED AS TO FORM & LEGALITY  
for the use and reliance of the City of  
Hollywood, Florida only.

  
Jeffrey P. Sheffel, City Attorney

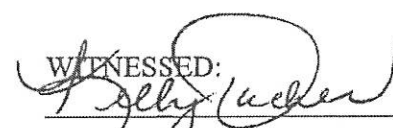
Evergreen Solutions, LLC, a Florida  
corporation

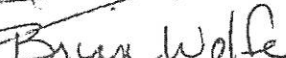
By: 

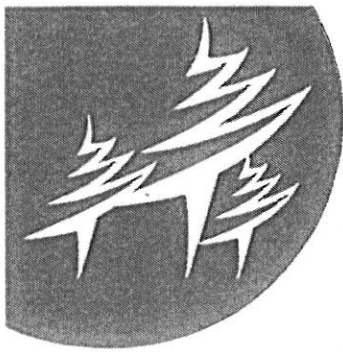
Name typed, printed or stamped

Title: Dr. Jeff Ling, Executive Vice

WITNESSED:

  
Kelly Tucker  
Name typed, printed or stamped

  
Brian Wolfe  
Name typed, printed or stamped



## Evergreen Solutions, LLC

2852 Remington Green Circle, Suite 101 - Tallahassee, Florida 32308  
850.383.0111 - fax 850.383.1511

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June 11, 2013

Ms. Gail Reinfeld  
Director of Human Resources and Risk  
Management  
City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020

**SUBMITTED VIA EMAIL:** [GREINFELD@hollywoodfl.org](mailto:GREINFELD@hollywoodfl.org)

Dear Ms. Reinfeld:

Evergreen is willing to extend the current Compensation Study to the AFSCME employees (i.e., approximately 66 Professional and Supervisory employees in 38 different job classifications) at a price of **\$6,900** according to the payment terms listed below. Evergreen will conclude this study by September 30, 2013. Evergreen further understands that the salary survey for the AFSCME employees will be conducted concurrent with the current compensation study for the non-represented employees.

### Payment Terms

- 25% - following project kick-off (task 1 of our work plan)
- 25% - following outreach (tasks 2 and 3 of our work plan)
- 25% - following market salary survey (task 8 of our work plan)
- 25% - following delivery of final report (tasks 11 - 13)

If you have any questions, please feel free to call me at (850) 383-0111 or email me at [jeff@consultevergreen.com](mailto:jeff@consultevergreen.com).

Sincerely,

Dr. Jeff Ling  
Executive Vice-President  
Evergreen Solutions, LLC

**AGREEMENT  
BETWEEN  
CITY OF HOLLYWOOD, FLORIDA  
AND  
EVERGREEN SOLUTIONS, LLC  
FOR  
COMPENSATION STUDY**

This Agreement made and entered into this 4<sup>th</sup> day of June, 2013, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and Evergreen Solutions, LLC (hereinafter "Vendor").

WHEREAS, City issued Request for Proposal No. RFP-4356-13-IS (hereinafter the "RFP") for a Compensation Study; and

WHEREAS, Vendor submitted a proposal in response to the RFP;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I  
INCORPORATION OF DOCUMENTS**

The RFP, including any addenda thereto, the proposal submitted by Vendor, letter dated June 4, 2013 from Vendor regarding payment terms and the Purchase Order, if applicable, (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents.

**ARTICLE II  
INDEMNIFICATION**

The parties hereby agree that the following indemnification provision shall govern this Agreement:

Vendor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Vendor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the RFP Document. Nothing in this Agreement or under the RFP Documents shall be construed to affect in any way the City's rights, privileges, and



immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

### ARTICLE III REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

### ARTICLE IV SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

### ARTICLE V ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, together with the attachments hereto, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

### ARTICLE VI NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

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City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020

with a copy to: Jeffrey P. Sheffel, City Attorney



City of Hollywood  
2600 Hollywood Boulevard, Room 407  
Hollywood, Florida 33020

and if sent to Vendor, such notices shall be mailed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE VII  
THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Vendor.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CITY OF HOLLYWOOD, FLORIDA, a  
municipal corporation of the State of Florida

By: Cathy Swanson-Rivenbark  
Cathy Swanson-Rivenbark,  
City Manager

ATTEST:

Patricia A. Cerny  
Patricia A. Cerny, MMC  
City Clerk

APPROVED AS TO FORM & LEGALITY  
for the use and reliance of the City of  
Hollywood, Florida only.

Jeffrey P. Sheffel  
Jeffrey P. Sheffel, City Attorney

WITNESSED:

\_\_\_\_\_  
Name typed, printed or stamped

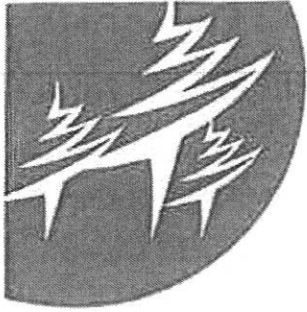
\_\_\_\_\_  
Name typed, printed or stamped

VENDOR NAME HERE., a Florida  
corporation

By: \_\_\_\_\_

Dr. Jeff King  
Name typed, printed or stamped

Title: Executive Vice-President



## Evergreen Solutions, LLC

2852 Remington Green Circle, Suite 101 - Tallahassee, Florida 32308  
850.383.0111 - fax 850.383.1511

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June 4, 2013

Ms. Gail Reinfeld  
Director of Human Resources and Risk  
Management  
City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020

SUBMITTED VIA EMAIL: [GREINFELD@hollywoodfl.org](mailto:GREINFELD@hollywoodfl.org)

Dear Ms. Reinfeld:

On behalf of Evergreen, we are very excited about the opportunity to conduct a Compensation Study for the City of Hollywood. It is my understanding that the study will include only the non-represented employees (i.e., approximately 118 employees in 70 different job classifications) for **\$18,000** according to the payment schedule listed below. Evergreen is committed to conducting this study in 120 days.

- 25% - following project kick-off (task 1 of our work plan)
- 25% - following outreach (tasks 2 and 3 of our work plan)
- 25% - following market salary survey (task 8 of our work plan)
- 25% - following delivery of final report and performance appraisal review (task 11 - 14)

Should the City of Hollywood later decide to extend the Compensation Study to the AFSCME employees (i.e., approximately 66 professional and Supervisory employees in 38 different job classifications), Evergreen is willing to negotiate a not-to-exceed fixed fee.

Again, we look forward to working with you. If you have any questions, please feel free to call me at (850) 383-0111 or email me at [jeff@consultevergreen.com](mailto:jeff@consultevergreen.com).

Sincerely,

Dr. Jeff Ling  
Executive Vice-President  
Evergreen Solutions, LLC



**CITY OF HOLLYWOOD, FLORIDA**  
**PROCUREMENT SERVICES DIVISION**

**DATE:** May 17, 2013

**FILE:** PR-13-129

**TO:** Cathy Swanson-Rivenbark  
City Manager

**VIA:** Matthew Lalla, Director *Matthew Lalla*  
Financial Services

**FROM:** Joel Wasserman, Director *Joel*  
Procurement Services

**SUBJECT:** RFP-4356-13-IS: Compensation Study

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**ISSUE:**

Authorization to negotiate and award an agreement with the second highest ranked firm, Evergreen Solutions, LLC, to perform a Compensation Study for Phase I, Non-represented Executive, Managerial, Legal, Technical and Confidential Administrative Support positions.

**EXPLANATION:**

The Human Resources Department requested that Procurement Services issue a Request for Proposals (RFP) for a Compensation Study and on December 28, 2012, Notices of Availability for RFP-4356-13-IS were mailed and the RFP was advertised online via the City's website and DemandStar.

The RFP opened on January 28, 2013 resulting in responses from six (6) proposers as follows:

Cody & Associates  
Cocoa Beach, FL

Evergreen Solutions, LLC  
Tallahassee, FL

Management Advisory Group International, Inc.  
Lake Ridge, VA

Milliman, Inc.  
Seattle, WA

The Segal Company  
Washington, D.C.

The Waters Consulting Group, Inc.  
Dallas, TX

On February 14, 2013, an Evaluation Committee comprised of an Assistant Chief from the Police Department, a Deputy Chief from the Fire Department, the Deputy Director of Operations from Public Utilities, the Assistant Director of Budget and Financial Services, the Director of Parking and Intergovernmental Affairs, and the Director of Human Resources and Risk Management, met and evaluated the proposals resulting in scores as follows:

	<u>SCORES</u>
Management Advisory Group International, Inc.	544
Cody & Associates	523
The Waters Group, Inc.	523
Evergreen Solutions, LLC	519
Milliman, Inc.	492

The Evaluation Committee determined that the RFP received from The Segal Company, was non-responsive and therefore their proposal was not evaluated.

The Committee short-listed the remaining five (5) proposers and requested to have video oral presentations from each short-listed vendor.

On March 7, 2013, the Evaluation Committee heard video oral presentations from the short-listed proposers, followed by a question and answer session. The Committee subsequently ranked the proposers as follows:

- 1) Management Advisory Group International, Inc.
- 2) Evergreen Solutions, LLC
- 3) Milliman, Inc.
- 4) The Waters Consulting Group, Inc.
- 5) Cody & Associates, Inc.

The evaluation committee recommended that the City Manager award Phase I, and when additional phases have been agreed upon through collective bargaining, any additional phase would be awarded by City Commission.

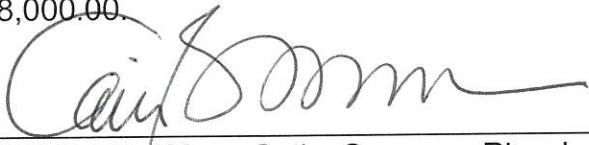
On April 5, 2013, via City Manager approval #PR-13-104, authorization was given to negotiate and award an agreement with the highest ranked firm, Management Advisory Group International, Inc., to perform a Compensation Study for Phase I, Non-represented Executive, Managerial, Legal, Technical and Confidential Administrative Support positions.

Unfortunately an agreement could not be negotiated with the Management Advisory Group International, Inc., therefore authorization is being requested to negotiate and award an agreement with the second highest ranked firm, Evergreen Solutions. LLC to perform a Compensation Study for Phase I.

Funding for Phase I for the Non-represented Executive, Managerial, Legal, Technical and Confidential Administrative Support is available in the Contingency Account Number 01.1295.00000.519.005901.

**RECOMMENDATION:**

Recommendation to authorize the negotiation and award of an agreement with Evergreen Solutions, LLC. for a Compensation Study for Phase I: Non-represented Executive, Managerial, Legal, Technical and Confidential Administrative Support in the amount of \$18,000.00.

  
APPROVED BY: Cathy Swanson-Rivenbark  
City Manager

5-28-13  
Date

JW/IS/ls

Attachments: Evaluation Matrix  
Video Presentation Evaluation Matrix  
Evergreen Solution LLC's RFP

# EVALUATION MATRIX

RFP-4356-13-IS

## COMPENSATION STUDY

PROPOSERS: <u>COMMITTEE</u> <u>MEMBERS:</u>	Cody & Associates, Inc.	Evergreen Solutions, LLC	Management Advisory Group International, Inc.	Milliman, Inc.	The Segal Company	The Waters Consulting Group, Inc.
Eric Busenbarrick	95	73	96	86	NON- RESPONSIVE	95
Francois Domond	68	82	73	72	NON- RESPONSIVE	79
Mirtha Dziedzic	80	83	95	85	NON- RESPONSIVE	90
James Jones	91	90	90	75	NON- RESPONSIVE	77
Lorie Mertens-Black	100	98	95	85	NON- RESPONSIVE	90
Gail Reinfeld	89	93	95	89	NON- RESPONSIVE	92
TOTAL SCORES:	523	519	544	492	NON- RESPONSIVE	523
RANKINGS:	2	4	1	5	NON- RESPONSIVE	2

**EVALUATION MATRIX**  
**VIDEO ORAL PRESENTATIONS**  
**RFP-4356-13-IS**  
**COMPENSATION STUDY**

<b>PROPOSERS: COMMITTEE MEMBERS:</b>	<b>Cody &amp; Associates, Inc.</b>	<b>Evergreen Solutions, LLC</b>	<b>Management Advisory Group International, Inc.</b>	<b>Milliman, Inc.</b>	<b>The Waters Consulting Group, Inc.</b>
Eric Busenbarrick	5	2	1	3	4
Francois Domond	5	1	3	4	4
Mirtha Dziedzic	5	2	1	3	4
Scott Pardon	5	2	1	3	4
Lorie Mertens-Black	5	2	1	3	4
Gail Reinfeld	5	3	1	2	4
<b>TOTAL SCORES:</b>	<b>30</b>	<b>12</b>	<b>8</b>	<b>18</b>	<b>24</b>
<b>RANKINGS:</b>	<b>5</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>4</b>

(LOWEST TOTAL = HIGHEST RANKED)