



# FINANCE AND POLICY COMMITTEE MEETING

MONDAY, AUGUST 1, 2022 | 6PM

6th committee meeting

The Committee will meet in Mauldin City Hall at 5 East Butler Road in the Council Chambers at 6 p.m.

The meeting will be available remotely through Zoom. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing.  
A quorum of Council will be present.

**FINANCE AND POLICY COMMITTEE MEETING  
AUGUST 1, 2022, 6PM  
CITY HALL - COUNCIL CHAMBERS  
5 E. BUTLER ROAD**

**Committee Members:** Michael Reynolds (Chair), Carol King, Diane Kuzniar

- |   |  |
|---|--|
| <b>1. <u>Call to Order</u></b>                                | The Honorable Michael Reynolds                                   |
| <b>2. <u>Public Comment</u></b>                               | The Honorable Michael Reynolds<br>The Honorable Michael Reynolds |
| <b>3. <u>Reading and Approval of Minutes</u></b>              | The Honorable Michael Reynolds                                   |
| a. Finance Committee Meeting: July 5, 2022<br>[Page 3]        |  |
| <b>4. <u>Reports or Communications from City Officers</u></b> | The Honorable Michael Reynolds                                   |
| a. Interim City Administrator Rebecca Vance                   |  |
| i. Budget Review  |  |
| b. Finance Director Holly Abercrombie                         |  |
| i. Budget Review  |  |
| c. HR Director Mark Putnam                                    |  |
| <b>5. <u>Unfinished Business</u></b>                          | The Honorable Michael Reynolds                                   |
| There is no unfinished business.                              |  |
| <b>6. <u>New Business</u></b>                                 | The Honorable Michael Reynolds                                   |
| a. Comp and Class Plan [Pages 4-8]                            |  |
| <b>7. <u>Public Comment</u></b>                               | The Honorable Michael Reynolds                                   |
| <b>8. <u>Committee Concerns</u></b>                           | The Honorable Michael Reynolds                                   |
| <b>9. <u>Adjournment</u></b>                                  | The Honorable Michael Reynolds                                   |

MINUTES  
FINANCE AND POLICY COMMITTEE MEETING  
JULY 5, 2022, 6PM  
CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD  
3<sup>rd</sup> committee meeting

Committee Members: Carol King and Diane Kuzniar. Chairman Michael Reynolds was not present.

Others Present: City Administrator Brandon Madden and HR Director Mark Putnam

1. Call to Order- Councilwoman King
2. Public Comment- None
3. Reading and Approval of Minutes
  - a. Finance Committee Meeting: June 6, 2022

**Motion:** Councilwoman Kuzniar made a motion to accept the minutes with Councilwoman King seconding.

**Vote:** The vote was unanimous (2-0).

4. Reports or Communications from City Officers
  - a. City Administrator Brandon Madden
    - i. Budget Review- No report
  - b. Finance Director Holly Abercrombie
    - i. Budget Review- No report
  - c. HR Director Mark Putnam- No report
5. Unfinished Business- There is no unfinished business.
6. New Business-There is no new business.
7. Public Comment- None
8. Committee Concerns- None
9. Adjournment- Councilwoman King adjourned the meeting at 6:08 p.m.

Respectfully Submitted,  
Cindy Miller  
Municipal Clerk

# FINANCE COMMITTEE

## AGENDA ITEM SUMMARY

**MEETING DATE:** August 1, 2022

**AGENDA ITEM:** 6a

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**TO:** Finance and Policy Committee  
**FROM:** Mark Putnam, HR Director  
**SUBJECT:** Comp and Class Study

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### **REQUEST**

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To approve a contract with Evergreen Solutions

### **HISTORY/BACKGROUND**

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The City of Mauldin last completed a Compensation and Class study in 2018. Most employers complete and Comp and Class study every 4 to 5 years.

### **ANALYSIS or STAFF FINDINGS**

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City HR staff is recommending the City enter a contract with Evergreen Solutions LLC. to assist the City in conducting an all-inclusive Comp and Class study for every hourly and salary position City-wide. In conducting our due diligence to ensure that the study is both thorough and would position the City's Compensation/Class structure for the next 4 to 5 years, the HR staff published an RFP in May to solicit experienced/capable contractors. The City received 5 responses to the published RFP. The HR Director, Finance Director and Business Development Director scored and discussed all presentations and together recommend Evergreen Solutions LLC.

### **FISCAL IMPACT**

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\$28,500

### **RECOMMENDATION**

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Staff recommends that the Evergreen LLC. contract be sent to full Council for acceptance.

### **ATTACHMENTS**

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Evergreen contract



# Consulting Services Agreement

By and Between

City of Mauldin, South Carolina

and

Evergreen Solutions, LLC

This Agreement (the "Agreement"), dated as of August 22, 2022, is made by and between Evergreen Solutions, LLC, a Florida corporation ("Evergreen"), and the City of Mauldin (the "Client").

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

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

NOW, THEREFORE, the parties hereto agree as follows:

**1. Engagement.** Evergreen Solutions hereby agrees to provide such management consulting services for the Client as may be reasonably requested by the Client in connection with the Request for Proposals (RFP #2022-05) and Proposal submitted by Evergreen Solutions on May 25, 2022.

**2. Extent of Services.** Evergreen Solutions agrees to perform such services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties to act in a manner consistent with the primary objective of completing the engagement.

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

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

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

**3. Term.** The engagement of the Consultant hereunder by Client shall commence as of the date hereof and shall continue through January 30, 2023, unless earlier terminated, pursuant to Section 5 hereof.

**4. Compensation.**

(a) As compensation for the services contemplated herein and for performance rendered by Evergreen Solutions of its duties and obligations hereunder, the Client shall pay to Evergreen Solutions an aggregate fee equal to and not to exceed to \$28,500 (the "Consulting Fee"), earned and payable according to the following invoice/payment schedule:

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

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

(a) 30 days after written notice of termination is given by either party at any time after August 22, 2022, provided however, that if the Client shall terminate this Agreement pursuant to this Section 5(a) for any reason other than Consultant's material breach of this Agreement (having given prior notice of, and reasonable opportunity for Consultant to cure, any such breach), Client shall pay to consultant in one lump sum an amount equal to that portion of the aggregate Consulting Fee which has not been paid to Consultant as of the effective date of such termination.

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

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

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

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

**6. Confidential Information.** Evergreen Solutions shall not, at any time during or following expiration or termination of its engagement hereunder (regardless of the manner, reason, time or cause thereof) directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of the Client any trade secrets or confidential information as determined by the Client in writing.

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

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

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

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

(a.) If to Evergreen Solutions addressed to:

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

(b.) If to the Client addressed to:

City of Mauldin  
Attention: Mr. Mark Putnam, Human Resources Director  
5 E. Butler Road  
Mauldin, south Carolina 29662

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

**11. Miscellaneous.** This Agreement:

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

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

(c) may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party hereto to produce or account for more than one such counterpart executed and delivered by such party;

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

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

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

Evergreen Solutions, LLC

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Jeff Ling, President

City of Mauldin

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