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## Richland County Council

### EMPLOYEE EVALUATION OVERSIGHT AD HOC COMMITTEE

May 14, 2020 – 1:30 PM

Zoom Meeting

COMMITTEE MEMBERS PRESENT: Chakisse Newton, Chair; Yvonne McBride, Paul Livingston, Joe Walker and Bill Malinowski

OTHERS PRESENT: Allison Terracio, Dalhi Myers, Michelle Onley, Leonardo Brown, Kimberly Williams-Roberts, Angela Weathersby, Jennifer Wladischkin, Ashiya Myers, Elizabeth McLean and Ashley Powell

1. **CALL TO ORDER** – Ms. Newton called the meeting to order at 1:30 PM.
2. **ADOPTION OF THE AGENDA** – Ms. McBride moved, seconded by Mr. Walker, to adopt the agenda as published.

In Favor: McBride, Malinowski, Walker and Newton

The vote in favor was unanimous.

4. **ITEMS FOR DISCUSSION**
  - A. Evaluation of Council Employees
    1. Evaluation Process
    2. Updated Job Descriptions
    3. Contractual Matter: Procurement of Evaluation and Oversight Support

Ms. Newton stated the items for discussion are listed separately, but last time we discussed them as part of a parcel. The question the committee asked last time is, given the time sensitive nature of our desire to move forward, if it was possible to work with a third-party firm to assist us with the evaluation process. In addition, if it would be possible to extend, or amend, the scope of services that we have our existing vendor to do that. After consultation with Procurement, we were informed that we could amend the scope of services for that work.

The next steps, discussed at our previous meeting, was that we would require a scope of services, and then, whether we wanted to issue a solicitation or work with our existing vendor. She emailed the committee members a draft scope of work, which was prepared by Procurement.

Ms. McBride moved, seconded by Mr. Walker, to amend the scope of services, with the existing vendor, and to utilize the draft scope prepared by Procurement.

Mr. Walker stated he is in general agreement with what we are asking for from Find Great People. His question, and learning from the lessons of the past, would it not be prudent to include in their scope the ability to go out and search for someone (i.e. Internal Auditor). Could we go ahead and have a

bullet point in the scope, amending it as such, so that if we do have to find someone, we can immediately engage the existing vendor on our behalf.

Ms. Newton stated, to Mr. Walker's point, in terms of amending the scope of services, and allowing the option to use the firm for a search, if needed for a Council direct report. Her understanding of Mr. Walker's suggestion is that neither Council, nor this body, would be obligated to do that, but it would be an option if we wanted to pursue it.

Mr. Walker responded that is the question he is asking.

Ms. Wladischkin noted the additional services would not fall under State contract. To answer Mr. Walker's question, you could certainly add information about any future searches; however, Find Great People is on State contract for executive search services. Therefore, you would not necessarily have to add it to this process, in order to do that. You could do that, at any given time, up until the State contract would happen to expire.

Mr. Walker stated, this body, from a Council perspective, tends to not to act on it, if it is not there. From the committee's perspective, given our charge, and our desire to create efficiencies, he would feel more comfortable if there were a distinct bullet point, in the scope of services, to allow the option for Council to engage this company to go do that, if needed. He understands Ms. Wladischkin's point, but he thinks if it were spelled out in black and white, it would make our lives easier down the road.

Mr. Malinowski stated he thought we were more concerned about getting the Administrator's evaluation up and ready. While there is this lengthy scope of services, it would seem to him, if we agree to engage Find Great People, we specifically state we need this one done now. The other ones can come along later in regard to a manual, quarterly checkpoint forms, etc. We need to move forward with the immediate need, which is the Administrator, and let them know there will be additional requests following this for the other employees.

Ms. Newton stated, if we were to move forward with this scope of work, she would imagine that we would still have the ability to negotiate and prioritize what we would like to do first. To Mr. Malinowski's point, do we need to specifically address that we would like to do the Administrator's evaluation process first.

Ms. Wladischkin responded, for clarity sake, it would be good to include it.

Ms. McBride stated, once we do the contract, we will develop a timeframe, so we can set the priorities, as well as the projected dates.

Ms. Newton stated this scope of work specifically addresses the evaluation process, which is our priority, but we had also discussed job descriptions. She would like to add assistance with job descriptions, as needed, to the scope. In addition, she would like the document to reflect "Council direct reports" instead of specific job titles, in the event that Council has additional direct reports (i.e. Internal Auditor).

Mr. Livingston stated there are a lot of items listed in the document, and he believes some of those things could be combined.

Ms. Newton inquired, from a scope of work perspective, if we approve what we have discussed, as amended, is that then etched in stone, so we can move forward with recommending it to Council, or does every comma have to be in place exactly as it would be, when we work with the firm.

Ms. Wladischkin responded that she sees this as more of a live document, and could be revised after it is discussed by Council. We could include language that is nonrestrictive, so we have more of a feel for

what may need to be done, but the vendor, who is going to perform the services, may know better how to do that. We could leave it a little bit open for them to interpret, and lend us some of their expertise.

Mr. Livingston inquired if we need to specify the terms of agreement.

Ms. Wladischkin responded the terms can be defined by us. The terms could be that the vendor performs the work, and then the contract is complete, or it could be more of an open-ended agreement where we have the ability to add additional services in the future, such as Mr. Walker mentioned. Typically, we have contracts that are one-year, with up to 4 one-year optional renewals, so we could do something like that. She believes that Find Great People has had situations where they are the on-call HR consulting firm.

Mr. Walker made a friendly amendment to accept the changes to the scope of services, as discussed by the committee.

Ms. McBride accepted the friendly amendment.

Ms. Newton stated, for clarification, the motion is to expand the scope of the existing agreement we have with our vendor, and to adopt the draft scope of services, with the changes and amendments discussed.

Mr. Malinowski inquired if we are going to tweak the draft scope of services before we send it out. In addition, is it going to go to Council for approval?

Ms. Newton responded that Ms. Wladischkin offered to make the modifications that we discussed before we sent it to full Council.

Mr. Malinowski stated, if we have any other suggestions, we should send those to Ms. Wladischkin.

Ms. Newton responded in the affirmative.

Mr. Malinowski stated there are certain State requirements for these positions, and he does not see that reflected in the document. While we have best management practices listed, we also need to make sure that State law is covered.

Ms. McBride stated, when we did the search for the Administrator, the contractor worked with us and we looked at all the laws.

In Favor: Malinowski, McBride, Livingston, Walker and Newton

The vote in favor was unanimous.

4. **ADJOURNMENT** – The meeting adjourned at approximately 1:51 PM.