SPECIAL MEETING OF THE ADMINISTRATIVE COMMITTEE
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CA. 90712
10:30 AM, WEDNESDAY, FEBRUARY 6, 2019

AGENDA

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "For information" or "For discussion" may also be the subject of an "action" taken by the Board or a Committee at the same meeting.

1. DETERMINATION OF QUORUM

2. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3

3. UPDATE ON CLASS AND COMPENSATION STUDY
   Staff Recommendation: For discussion only.

4. EMPLOYEE RELATIONS PROGRAM UPDATE
   Staff Recommendation: For discussion only.

5. DIRECTORS REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF

6. ADJOURNMENT
   The Administrative Committee will adjourn to its next meeting currently scheduled for February 27, 2019.

Agenda posted on 02/05/2019. In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the meeting, please contact the Brandon Mims, Deputy Secretary at (562) 921-5521 for assistance to enable the District to make reasonable accommodations. All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 4040 Paramount Boulevard, Lakewood, California 90712. Agendas and minutes are available at the District’s website, www.wrd.org. EXHAUSTION OF ADMINISTRATIVE REMEDIES – If you challenge a District action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Deputy Secretary at, or prior to, the public hearing. Any written correspondence delivered to the District office before the District’s final action on a matter will become a part of the administrative record.
MEMORANDUM
ITEM NO. 3

DATE: FEBRUARY 6, 2019

TO: ADMINISTRATIVE COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: UPDATE ON CLASS AND COMPENSATION STUDY

SUMMARY

The Class and Compensation Study is at the stage of finalizing the recommended classifications and salary ranges. The next step in the process is to receive the full study report from Segal for consideration by the Union, Management and Board of Directors.

FISCAL IMPACT

None

STAFF RECOMMENDATION

For discussion only.

Attachment – Segal Waters Contract
This Professional Services Agreement (the “Agreement”) is made and entered into this 16th day of May, 2018, by and between the Water Replenishment District of Southern California (“District”) and SEGAL WATERS CONSULTING (“Consultant”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

1. Scope of Services. Consultant shall perform the scope of services described in Exhibit A hereto (“Services”). Tasks other than those specifically described (Tasks 1 through 6) in Exhibit A shall not be performed without a prior written amendment to this Agreement.

   1.1 Standard of Care. In performing the scope of services under this Agreement, Consultant shall exercise the standard of care and expertise prevailing in California for the performance of such services.

2. Term. The term of this Agreement shall commence on May 16, 2018 and shall end on December 31, 2019 (the “Expiration Date”). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors (“Board”). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

2.1 Termination by District

   2.1.1 Termination for Convenience. The District may terminate this Agreement for its convenience at any time upon five (5) days written notice to Consultant. Consultant’s compensation in the event of such a termination shall be exclusively limited to payment for all authorized services performed and for all authorized expenses incurred up to the effective date.
of such termination. Consultant understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

2.1.2 Consultant’s Obligations Upon Termination. Following any termination of this Agreement by the District or Consultant, the Consultant shall promptly return all District property, and shall likewise provide to District all finished and unfinished data, studies, maps, reports, and other deliverables and work-product prepared by Consultant pursuant to this Agreement.

3. Consultant’s Compensation. District will compensate Consultant for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 Fee. Consultant shall be paid in accordance with the fee attached to this Agreement as Exhibit A which may not be changed except with District’s written approval.

3.2 Reimbursable Expenses. Consultant shall be reimbursed for only pre-approved expenses, subject to the provisions of this Agreement. Consultant shall obtain the District’s prior written approval before incurring an expense not specifically provided for under this Agreement.

3.2.1 Third Party Expenses. Unless specifically provided in Exhibit A, and subject to the provisions of Paragraph 3.2, the District shall not reimburse Consultant for any costs charged to Consultant by third parties unless said costs are preapproved. In the event such costs are approved, such reimbursement shall be at cost without any markup by Consultant.

3.3 Invoices. Within thirty (30) days of Agreement execution, the Consultant shall include a Form W-9 as a prerequisite for payment. Consultant is to include the District’s purchase order number when submitting monthly invoices to District for services performed and expenses incurred during the preceding month. District shall process Consultant’s invoice upon receipt and issue any undisputed payment in a timely manner. Consultant’s invoices shall separately identify all personnel for whose services payment is sought, the services performed, and all expenses for which reimbursement is requested. As a condition precedent to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought. District shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by District as a result of Consultant’s breach of this Agreement or Consultant’s negligence.

4. Consultant’s Obligation to Provide Notice of Changes. Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event (including any direction by the District) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for
performance requested by Consultant. The Parties shall thereafter meet and confer to
determine whether such a change is appropriate. However, no such change to this
Agreement may be made except by written amendment to this Agreement executed by the
Parties. Consultant’s failure to provide the notice required under this Paragraph shall
constitute a waiver of its right to seek a change in its compensation or the time for
performance of its obligations under this Agreement.

5. **Ownership and Use of Documents.** All proprietary information developed by Consultant
in connection with, or resulting from, this Agreement, including but not limited to
inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material
or software programs, shall be the sole and exclusive property of the District. Consultant
agrees that the compensation to be paid pursuant to this Agreement includes adequate and
sufficient compensation for any proprietary information developed in connection with or
resulting from this Agreement. Consultant further understands and agrees that full
disclosure of all proprietary information developed in connection with, or resulting from,
this Agreement shall be made to the District, and that Consultant shall do all things
necessary and proper to perfect and maintain District’s ownership of such proprietary
information. All documents, reports, surveys, renderings, photographs, data and other
materials furnished by the District to Consultant shall remain the exclusive property of the
District and shall not be distributed or provided to third parties without the express written
authorization of the District.

6. **Publication of Project Information.** Consultant shall notify and obtain written approval
from the District before presenting verbal or written information to outside individuals or
entities about the services or project for which Consultant was retained.

7. **Patents and Copyrights.** The Consultant shall assume all costs arising from the use of
patented or copyrighted materials, including but not limited to, equipment, devices,
processes, and software programs used or incorporated in the work performed under this
Agreement. Consultant shall defend, indemnify hold the District, its officers, directors
agents, employees, representatives and assigns harmless from any and all claims, demands,
suits at law, and actions of every nature for or on account of the use of any patented or
copyrighted materials.

8. **Consultant’s Status.** Consultant is an independent contractor and neither Consultant nor
any employee of Consultant is or will be treated as an employee of the District under this
Agreement. District controls the result to be accomplished under this Agreement, but not
the means by which Consultant achieves such results.

8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and
complete compensation to which Consultant is entitled. Consultant is solely
responsible for any taxes levied by local, state or federal authorities on such sums.
Consultant shall defend and indemnify the District for any taxes, fines, penalties
and attorneys’ fees assessed or threatened to be assessed against District for failure
to properly withhold taxes as a result of any determination that Consultant, or any
of Consultant’s employees, is an employee rather than an independent contractor
of District.
8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant’s employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant’s employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker’s compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

9. **Instructions to Consultant.** In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person(s) on behalf of the District: **Robb Whitaker, Ken Ortega, and Brandon Mims**

10. **Subconsultant Services.** Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District’s prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant’s use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. **Compliance With Laws and Regulations; Licensing.** Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards (“Applicable Laws”). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.
12. **Insurance.** Consultant, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the District. The coverages provided by such insurance shall not be construed as limitations of liability.

12.1 **Required Policies.**

12.1.1 **Commercial General Liability Insurance** (contractual, products, and completed operations coverages included) with a combined single limit of no less than $2,000,000 per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage.

12.1.2 **Business or Comprehensive Automobile Liability Insurance** for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than $1,000,000 per accident.

12.1.3 **Professional Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.4 **Employers’ Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.5 **Workers’ Compensation Insurance** as required under the Workers’ Compensation Insurance and Safety Act of the State of California.

12.2 **Required Terms.**

12.2.1 All policies except workers’ compensation and professional liability, shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents authorized volunteers and representatives. The coverage shall contain no special limitations on the scope of protection afforded the District, its directors, officers, employees, or authorized volunteers.

12.2.2 All policies shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.

12.2.3 All policies shall provide that coverage cannot be cancelled without thirty (30) days prior written notice to the District.

12.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except Professional Liability shall include waivers of subrogation in favor of the District and its insurers.
12.2.5 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or authorized volunteers.

12.2.6 The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

12.2.7 Liability insurance shall indemnify the Consultant and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Consultant his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

12.2.8 Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the first named insured.

12.2.9 Evidence of Insurance – Prior to execution of the agreement, the Consultant shall file with District a certificate of insurance signed by the insurer’s representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer’s representative. Such evidence shall also comply with the Evidence and Required Forms of Insurance attached hereto as Exhibit B. In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the insurance requirements is a material breach of contract.

12.2.10 All policies required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or equivalent or as otherwise approved by District.

13. Indemnification. Consultant shall indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives (collectively “District”), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons, including death) incurred by District (“Losses”), as a result of Consultant’s breach of any provision of this Agreement, Consultant’s failure to comply with applicable laws, Consultant’s negligent acts or omissions, or Consultant’s willful misconduct. However, Consultant’s obligation to defend shall arise regardless of any claim or assertion that the District caused or
contributed to the Losses. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the District may have including, without limitation, the right to implied indemnity.

14. **Arbitration and Attorneys’ Fees.** Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys’ fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

15. **Conflict of Interest.** No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.

16. **Equal Opportunity.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

17. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the District, Consultant, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Consultant and the District.

18. **Choice of Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.

19. **Notices.** All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:
If to the District:

Water Replenishment District of
Southern California
Attn: Brandon Mims, Project Manager
4040 Paramount Blvd.
Lakewood, CA 90712
Phone: (562) 921-5521
Fax: (562) 921-6101

If to Consultant:

Patrick Bracken, Segal Waters Company
1800 M Street NW, 9th Floor
Washington, DC 20036
Phone: 202-833-6452
Fax: 202-330-5694
Email: pbracken@segalco.com

20. **Amendments.** This Agreement may be modified only by a writing signed by the Parties hereto.

21. **Integration; Construction.** This Agreement (inclusive of exhibits incorporated herein by this reference) sets forth the final, complete and exclusive expression of the Parties’ agreement with respect to the subject matter hereof, and supersedes any and all other agreements, representations, and promises, whether made orally or in writing. Notwithstanding anything in Exhibit A to the contrary (or any invoice or other unilateral terms or conditions provided by Consultant), in the event of any conflict or inconsistency between this Agreement and Exhibit A (or any invoice or other unilateral terms or conditions provided by Consultant), this Agreement shall control. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.

22. **Effective Date.** This Agreement is effective as of the date first set forth above.

23. **Authority.** Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.
IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

__________________________
Signature
John D.S. Allen

__________________________
Signature
Willard H. Murray, Jr.

Print Name
President, Board of Directors

Print Name
Secretary, Board of Directors

Title
Title

SEGAL WATERS CONSULTING, ("CONSULTANT")

__________________________
Signature
Patrick Bracken

Print Name
Vice President

Title

Approved As To Form
LEAL, TREJO LLP

Attorneys for the Water Replenishment District of Southern California
IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
John D.S. Allen
Print Name
President, Board of Directors
Title

Signature
Willard H. Murray, Jr.
Print Name
Secretary, Board of Directors
Title

SEGAL WATER CONSULTING, ("CONSULTANT")

Signature

Print Name

Title

Approved As To Form
LEAL, TREJO LLP

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
PROJECT SCOPE OF WORK

Consultant to perform a classification and compensation study affecting approximately 40 employees covered by 13 classification types, and that 30 employees are represented by The American Federation of State, County and Municipal Employees.

Specifically, the scope of work for this study will require, but not necessarily be limited to the following:

1. Consultant shall conduct a comprehensive salary and benefits survey to compare current compensation and benefits practice to the labor market
2. Consultant shall define the District’s current compensation market position, overall, and by position, by comparing the District’s current pay ranges to the applicable labor market
3. Consultant shall provide an analysis of internal salary relationships and make recommendations for necessary adjustments
4. Consultant shall meet with the Board, Union and Management at various project delivery milestones for the following:
   - Development and finalization of the list of agencies that will be used in the study
   - Development and finalization of the list of comparable job descriptions from those agencies to be compared
   - Discussion on salary comparison
   - Discussion of narrative for report
5. Consultant shall be prepared to discuss and defend all challenges to the survey
6. Consultant shall assist in the development of an implementation strategy that includes providing assistance with preparing the necessary Board correspondence
7. Consultant shall present the final compensation and benefit report to the Board of Directors

Consultants work plan is broken down into the following five (5) base tasks:

Task 1.0 - Project Initiation
Task 2.0 - Classification Analysis
Task 3.0 - Total Compensation Market Assessment
Task 4.0 - Recommendations Development
Task 5.0 - Present Results

The following task descriptions provide a more detailed summary of the project scope of work:

TASK 1.0 – PROJECT INITIATION

Exhibit A
Subtask 1.1 – Initial Meeting: Consultant shall coordinate and conduct meetings (and/or teleconferences) with the District’s Project Team, Union Representatives, and any other key advisors to the project. The purpose of the meeting(s) is to:

- Confirm the goals and objectives of the study
- Discuss the District’s current compensation and classification structures, as well as the reasons for this project
- Finalize the timeline and specific dates for deliverables
- Clarify Consultant’s and the District’s roles in each project phase
- Clarify bargaining unit role in each project phase
- Establish parameters and protocols for keeping the Project Team updated and informed
- Identify data or information needed to support the overall assignment

This meeting will help identify a clear project strategy that will facilitate a smooth and effective working relationship resulting in a successful outcome for the District.

District to coordinate the schedules of those who will participate, as well as provide a meeting room. In addition, the District shall provide the following information in electronic format:

- Salary structures
- Current personnel policy documents
- Current organization charts
- Collective bargaining agreements
- Up-to date job descriptions in Microsoft Word
- Current and accurate employee census data

TASK 2.0 – CLASSIFICATION ANALYSIS

Consultant shall perform the following four (4) steps in order to review the District’s existing classification structure:

1. Develop a Job Description Questionnaire
2. Analyze the Jobs
3. Develop and Document a Recommended Classification Structure
4. Recommend Individual Position Assignments to Classifications

Each of these subtasks is described in detail as follows:

Subtask 2.1 – Develop Job Description Questionnaire: Consultant shall develop a customized questionnaire reflecting the needs of the District and the direction of the Project Team. The information elicited from employees and supervisors in the Job Description Questionnaire (JDQ) will provide the basis for job series distinctions and internal equity determinations.
The JDQ will include questions concerning the following:

- **Essential duties and responsibilities**
- The knowledge, skills, and abilities associated with each essential duty or responsibility.
- **Supervisory** or work leadership duties.
- **Minimum requirements** for new employees in the job, such as education, experience, and certifications/licenses.
- **Physical requirements** of the job (including frequency of specific physical activities and amount of lifting/moving).
- **Working environment**, including exposure to risks, hazardous situations, etc.
- **Supervisor’s review**, which would include comments regarding the employee’s answers, as well as opinions regarding the appropriateness of the current title, comparison to other jobs within a job series, and similar issues.

Consultant shall use the information collected through the Job Description Questionnaires to develop its recommended changes to the classification structure, as well as to define the differences among jobs for internal equity alignment.

**Subtask 2.2 – Job Analysis:** Consultant shall perform a detailed analysis of the District’s jobs following the completion of Subtask 2.1. Consultant shall review each JDQ within a job title and series and document distinguishing characteristics that define a particular job title within the job family. Such characteristics typically include the following:

- Typical tasks or duties
- Supervisory responsibilities
- Minimum education, experience, and certification requirements
- Ability to make decisions that affect a work group, department, and/or District
- Level of discretion and judgment exercised
- Complexity of tasks, decisions, and actions
- Results of actions
- Other distinguishing characteristics that are relevant to the District

**Subtask 2.3 – Develop and Document a Recommended Classification Structure:**
Consultant shall develop and document a recommended job classification structure for the District. This structure will contain at least the following:

- List of job titles, with titling guidelines (that is, standards for using terms such as “Coordinator,” “Manager,” or “Director” in job titles).
- Recommended minimum qualifications and requirements associated with each job title (such as education, experience, certifications, and licensing).
• Distinguishing characteristics among jobs within a job family or career path. For example, the key differences between a Secretary and an Administrative Assistant.

In developing a new classification structure, Consultant may recommend retitling or re-classifying some of the District's jobs. Examples include, but may not be necessarily limited to, consolidation of class titles that have highly similar responsibilities and requirements, development of new class titles for positions that reflect new or different roles, responsibilities, or requirements, and/or rewording of class titles, based on standard occupational nomenclature or for clarity.

Consultant shall ultimately recommend a classification architecture that clearly defines and documents all classifications in order to facilitate both internal equity and external market comparisons.

Subtask 2.4 – Recommend Individual Position Assignments to Classifications: Consultant shall recommend placement of each employee within the structure recommended in Subtask 2.3, and based on information collected from the JDQs. Consultant shall identify the most appropriate match between a position's individual responsibilities and the job responsibilities described in the classification architecture.

The outcome will be a spreadsheet (based on payroll information provided by the District's Human Resources staff) that identifies each position, the incumbent employee, his/her current classification title, and our recommended classification assignment.

To facilitate the successful completion of the aforementioned Subtasks 2.1 through 2.4, the District shall assist Consultant by completing the following support roles:

<table>
<thead>
<tr>
<th>Subtask</th>
<th>Support Roles</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Develop JDQ</td>
<td>• Review drafts and approve final JDQ</td>
</tr>
<tr>
<td></td>
<td>• Collect JDQs from managers and department directors</td>
</tr>
<tr>
<td></td>
<td>• Sort JDQs by job title and send to Consultant</td>
</tr>
<tr>
<td>2. Analyze the Jobs</td>
<td>• Provide employee census data and information on the current job title structure in electronic format</td>
</tr>
<tr>
<td></td>
<td>• Be available for questions and clarification</td>
</tr>
<tr>
<td>3. Develop and Document a Recommended Classification Structure</td>
<td>• Review draft structure and provide comments</td>
</tr>
<tr>
<td></td>
<td>• Approve final classification structure</td>
</tr>
</tbody>
</table>

Exhibit A
4. Recommend Individual Position Assignments to Classifications

- Be available for questions and clarifications
- Approve assignments

TASK 3.0 – TOTAL COMPENSATION MARKET ASSESSMENT

Consultant shall conduct a comprehensive salary and benefits survey to compare current compensation and benefits practice to the labor market, including defining the District’s current compensation market position, overall, and by position, by comparing the District’s current pay ranges to the applicable labor market. The Segal survey will include direct compensation only (pay range information), and the District will be responsible for providing Segal with usable, relevant, and complete benefit comparison information for all of the peer employers referenced in the study. The Segal final report will include the benefit comparison information provided by the District.

Consultant shall perform the following seven (7) steps in order to conduct a valid, reliable, and useful market study:

1. Develop a market study methodology
2. Identify benchmark job titles
3. Identify comparable employers and other data sources
4. Collect the market data
5. Analyze the market data
6. Determine a market position
7. Prepare and deliver report detailing findings

These seven (7) Subtasks are described in more detail as follows.

Subtask 3.1 – Develop a Study Methodology: Consultant shall work with the District’s Project Team to clarify and finalize the market study methodology, including addressing some key questions, such as:

Does the District compete for employees in both the public and private sectors? Who are the primary competitors for talent? That is, where do new employees come from and where do they go?

Does the District want to learn about other employers’ compensation policies, such as how salary increases and adjustments are determined?

Is it important to consider other forms of compensation, such as pay supplements, benefits, and paid leave when determining your competitive market position?

The Consultant’s goal is to have a common understanding of the various options for conducting the market study, as well as an understanding of the
implications on subsequent design of new salary structures and pay policies. For this project, Consultant recommends conducting a custom-designed survey targeted to the District’s public sector peer employers.

Subtask 3.2 – Identify Benchmark Job Titles: Consultant anticipates including all thirteen (13) classification titles in the study.

Subtask 3.3 – Identify Comparable Employers to Survey: Consultant shall determine the comparable employers to include in the study. Typically, these employers include public sector entities that are geographically proximate to the District and are likely to have matching jobs. In addition, Consultant may also include public sector employers outside of the immediate commuting area, but that are similar to the District in terms of size, scope, population, or other characteristics. Consultant has assumed that the custom market study will be distributed to up to 10 public sector entities. Consultant will identify specific sources appropriate to District and review this list with the Project Team and Union Representatives.

Subtask 3.4 – Collect the Market Data: Consultant shall design a survey instrument for collecting the market information (developed in MS Excel). The types of information Consultant shall collect includes the following:

- Benchmark job base pay ranges (minimum and maximum annual pay rates)
- Policies regarding pay progression (that is, how employees move through a pay range)
- Policies regarding adjustments to the pay schedule
- 
- 
- 

Consultant shall draft brief job summaries for each benchmark title based on current job descriptions to assist the survey participants with matching jobs consistently and appropriately.

Once the Project Team has reviewed and approved the survey document, Consultant shall distribute the survey to the approved group of comparable employers. Consultant will take all reasonable efforts to achieve the goal of 100% participation from each invited employer, however, it is understood and agreed that Consultant cannot guarantee that it will obtain good data from each of the employers invited to participate, and for all of the jobs requested. If unsuccessful, Consultant will populate surveys, at an additional cost, utilizing available data from the organization’s website.

Subtask 3.5 – Analyze the Market Data: Consultant shall design a database in Microsoft Access to support its analysis. The database will become the property of the District upon completion of the project. Consultant will populate the database with the information collected from its surveys. Consultant will analyze the survey data to
determine the District’s market position relative to the market average minimum, midpoint, and maximum pay rate for each benchmark job title. Consultant shall compare these averages to the District’s pay ranges to determine the market position for each job title and occupational group. To the extent that different employer groups or industry sectors are included in the study, Consultant will segment its findings accordingly. In addition, if applicable, Consultant will geographically adjust market data for respondents outside of the metro area, using current cost of labor differentials from ERI Geographic Assessor.

Consultant’s report shall include detailed data showing each comparator’s job match, salary range, and other information for each benchmark title, as shown below. Consultant’s report shall also include tables showing each survey respondent’s pay policies, benefit offerings, and other information collected in the study.

**Subtask 3.6 – Determine Market Position:** Consultant shall determine the District’s total compensation market position. This involves identifying each employer’s annual cost for providing medical and other health related benefits, as well as retirement programs. We will compare the District’s total compensation costs to the market, similar to the tables shown below.

**Subtask 3.7 – Prepare and Deliver Report Detailing Findings:** Consultant shall prepare a report detailing Consultant’s methodology and findings. The report will include, but not necessarily be limited to the following items:

- An Executive Summary, briefly describing our key findings
- A description of the study objectives and methodology
- The District’s competitive market position for pay, applicable to each benchmark job title and job family
- The prevailing policies regarding pay progression, supplemental pay, and other compensation-related practices collected in the survey
- Appendices showing detailed information collected for the market study

To facilitate the successful completion of the aforementioned Subtasks 3.1 through 3.7, the District shall assist Consultant by completing the following support roles:

<table>
<thead>
<tr>
<th>Subtask</th>
<th>Support Roles</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Develop compensation strategy and market study methodology</td>
<td>- Meet with Consultant’s staff, provide direction on strategy and methodology</td>
</tr>
<tr>
<td>2. Identify benchmark jobs</td>
<td>- Review and approve list of benchmarks</td>
</tr>
</tbody>
</table>

---

Exhibit A
| Item No. 3 |  
|---|---|
| 3. Identify comparable employers | • Review and approve list of comparators |
| 4. Collect the market data | • Review and approve survey document  
• Assist with contacting survey recipients, if necessary  
• Complete survey on behalf of the District  
• District to provide to Segal all benefit (health & welfare) comparison information |
| 5. Analyze the market data | • District does not have role in this step |
| 6. Determine market position | • Be available for questions or clarification of policies |
| 7. Prepare and deliver report | • Review draft report, provide feedback, and approve final report |

**TASK 4.0 – RECOMMENDATIONS DEVELOPMENT**

Consultant shall provide an analysis of internal salary relationships and make recommendations for necessary adjustments, and develop revised salary schedules for the District. For this step in the project, we propose the following steps:

1. Design a Recommended Salary Schedule
2. Recommend Placement of Each Job on the Salary Schedule (i.e., assign jobs to pay grades)
3. Assist with Implementation

**Subtask 4.1 – Design a Recommended Salary Schedule**: Consultant shall develop recommended new salary structures that are consistent with the market findings and the District’s pay philosophy.

Consultant anticipates that said pay schedule will consist of pay grades with minimum, midpoint, and maximum pay rates. Consultant typically constructs pay schedules to have consistent intervals between grades (usually 5% to 10%) as well as consistent range widths (typically 40% to 60%). The pay structure may include either steps or open ranges depending on the pay philosophy of the District. We will work with the District’s Project Team to determine the most appropriate structure for the organization.

**Subtask 4.2 – Recommend Pay Grade Assignments**: Consultant shall recommend grade assignments for all jobs covered by the study. First, Consultant will recommend grade assignments for benchmark jobs based on the market study findings. Next, Consultant
will recommend grade assignments for non-benchmark jobs. Consultant’s recommendations will be based on job content similarities and differences that were identified in the classification structure, such as minimum qualifications, scope of responsibilities, supervisory role, and other considerations.

Finally, Consultant will review the grade assignments with the Project Team, highlighting situations that represent significant change from the current pay relationships. Once the District has had an opportunity to review and internally vet the recommendations, Consultant will finalize the grade assignments as part of its final recommendations.

**Subtask 4.3 – Assist with Implementation:** Consultant shall provide one (1) day of consulting time (no onsite meeting) for the purposes of implementation assistance for the project that may include the following activities:

- Developing an implementation schedule that takes into consideration potential phased approaches, based on the District’s operational priorities, culture, and availability of funding
- Drafting a check list of the items that will need to be addressed prior to implementing the recommended changes
- Assisting the District with supporting or defending the study results and recommendations with key stakeholders or officials
- Preparing presentation materials for decision makers
- Assisting with developing employee communication materials

To facilitate the successful completion of the aforementioned Subtasks 4.1 through 4.3, the District shall assist Consultant by completing the following support roles:

<table>
<thead>
<tr>
<th>Subtask</th>
<th>Support Roles</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Design a Recommended Salary Schedule</td>
<td>• Discuss objectives/goals with Consultant’s team, provide direction and input</td>
</tr>
<tr>
<td></td>
<td>• Review and approve pay schedule design</td>
</tr>
<tr>
<td>2. Recommend Pay Grade Assignments</td>
<td>• Provide information on current pay grade assignments</td>
</tr>
<tr>
<td></td>
<td>• Be available for questions and discussion</td>
</tr>
<tr>
<td></td>
<td>• Review and approve methodology and pay grade assignments</td>
</tr>
<tr>
<td>3. Assist with Implementation</td>
<td>• Determine assistance needed</td>
</tr>
<tr>
<td></td>
<td>• Provide direction to Consultant team</td>
</tr>
</tbody>
</table>

Exhibit A
TASK 5.0 – PRESENT RESULTS

Consultant shall present the results of the survey to the Board, Union Representatives and Management. Consultant assumes that it will develop and deliver one (1) on-site presentation that will contain, but not necessarily be limited to the following elements:

- Background and reasons for the project
- Objectives and goals of the project
- Methodology used to conduct our analysis
- Key findings and outcomes
- Our recommendations, including potential implications of those recommendations

Consultant shall draft the presentation for the Project Team’s review, and then will finalize the document based on the District’s comments and input. Consultant anticipates that a senior member of Consultant’s Team will deliver the presentation, in conjunction with a senior member of the District’s Project Team.

PROJECT FEE (TASKS 1 THROUGH 6)

Consultant shall provide all labor and materials necessary to perform said study and complete Tasks 1 through 6 for a not to exceed amount of $40,000.00 (which amount applies to Consultant’s fee and reimbursable expenses). Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.

OPTIONAL TASKS

Consultant and District may elect to negotiate a detailed scope, fee, and schedule for the following Optional Task(s) based on the outcome of the base Tasks and detailed Scope of Work outlined above. Said Optional Task(s) would be performed under an Amendment to this Agreement.

Optional Task 7 – Consultant would perform additional evaluation of staff functional duties.
Optional Task 8 - Consultant would review the existing Salary Range and Step System and make recommendations for a new system.
Optional Task 9 – Consultant would review existing annual performance review and merit raise process; make recommendations on implementing a new system.
Optional Task 10 – Consultant would provide negotiation services to management on elimination of working titles and creation/reclassification of certain titles.
Optional Task 11 – Consultant would develop a Management Appraisal System.
Optional Task 12 – Consultant would conduct a FLSA analysis to resolve issues with hourly versus salaried positions.
EXHIBIT B
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name: ____________________________________________
Project Name: ______________________________________________

Refer to the Additional Insured Endorsements forms [E1-E8] following:

☐ Additional Insured (AI) Status – GENERAL LIABILITY - Member Water District, its directors, officers, employees, or authorized volunteers are named as additional insureds - as broad as following forms:
  o Form CG 20 10 11 85 (E1) or
  o BOTH CG 20 10 (E2) and CG 20 37 (E3) if forms with later edition dates provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older editions [E2] specifically naming the District parties or using language that states "as required by contract")
  o “Blanket” Endorsement - (no specific policy number) [E4] covering one or more of the above endorsements required with words "as required by written contract/agreement”.
  o If large number of Subcontractors - Additional Insured endorsement CG 20 38 04 13 recommended. [E5]
    o Policy numbers - matches policy number shown on Certificate of Insurance. (see Optional Dec. Page/Endorsement pages below)
    o Primary Coverage – The primary/non-contributory language is included. “The insurance provided by this policy shall be primary as respects any claims related to the __________ Project. Any insurance, self-insurance, or other coverage maintained by the district, its directors, officers, employees, or volunteers shall not contribute to it.” e.g. Form CG 20 01 [E6]

☐ Auto liability (Optional [E7]) AI - most standard forms have automatic AI but some carriers provide endorsement

☐ Waiver of Subrogation (Workers Compensation and Property (Course of Construction, if required in contract) [E8]

☐ Optional - For extra confidence in verifying coverage require Declaration Page and Endorsement Schedule pages - compare the endorsement numbers. Look out for Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.
C. NO COST TIME CONTRACT EXTENSION WITH AQUILOGIC INC. FOR AS-NEEDED PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES – GROUNDWATER QUALITY AND CONTAMINATION ISSUES

Groundwater Quality Committee Recommendation: The Board of Directors authorize the General Manager to approve a no cost time extension through June 30, 2019 with Aquilogic Inc. for as-needed professional environmental consulting services, subject to approval as to form by District counsel.

7. AUTHORIZE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR ARC OUTREACH SUPPORT WITH DAKOTA COMMUNICATIONS

External Affairs Committee Recommendation: The Board of Directors execute Amendment No. 2 with Dakota Communications, subject to approval as to form by District Counsel, for an additional amount not to exceed $250,000 and extend the term of the agreement to December 31, 2019.

8. AUTHORIZE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR ARC OUTREACH ACTIVITIES AND MEDIA OUTREACH WITH CCE CONSULTING GROUP

External Affairs Committee Recommendation: The Board of Directors execute Amendment No. 2 with CCE Consulting Group, subject to approval as to form by District Counsel, for an additional amount not to exceed $100,000 and extend the term of the agreement to December 31, 2019.

9. CLASSIFICATION AND COMPENSATION STUDY

Administrative Committee Recommendation: The Board of Directors enter into an agreement with Segal Waters Consulting to provide a Class and Compensation Study, subject to approval as to form by District Counsel, for an amount of $40,000 plus 10% contingency allowance of $4,000 for a total budgeted amount not to exceed $44,000 with a contract term through December 2019.

10. CONTRACT AMENDMENT WITH WORLEYPARSONS FOR AS-NEEDED PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES – GROUNDWATER QUALITY AND CONTAMINATION ISSUES

Groundwater Quality Committee Recommendation: The Board of Directors approve a contract amendment with WorleyParsons for (1) a contract time extension through June 30, 2019 and (2) a budget increase in an amount not to exceed $70,000 that is reimbursable through Prop 1 grant funds, subject to approval as to form by District Counsel.

11. SAFE DRINKING WATER PROGRAM – LYNWOOD WELL 11 TREATMENT PROJECT – REJECT ALL BIDS

Groundwater Quality Committee Recommendation: The Board of Directors reject all bids received for the Lynwood Well 11 Treatment Project and authorize release of a new Request for Bids (RFB) for the Lynwood Well 11 Treatment Project.
MEMORANDUM
ITEM NO. 9

DATE: MAY 16, 2018

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: CLASSIFICATION AND COMPENSATION STUDY

BACKGROUND

In response to ongoing discussion between the Board, Management and Union about District employee compensation, the Administrative Committee directed staff to develop and circulate a Request for Qualifications (RFQ) for a consultant to conduct a Class and Compensation Study at its October 2017 Committee Meeting. The RFQ was released on November 20, 2017 and circulated from November 21, 2017 to December 21, 2017. A total of four response were received:

- Koff and Associates
- NFP, Madison Dearborn Partners
- Reward Strategy Group
- Segal Waters Consulting

An evaluation committee, comprised of Union and Management employees was developed to evaluate the proposals. The committee met over several weeks to ensure the selected consultant would be responsive to both Union and Management objectives. The top proposals were also circulated to Bargaining Union Members by the Union Executive Board. Proposals were ranked using the District’s standard evaluation process and Segal Waters Consulting (Segal) was determined to be most qualified and the Administrative Committee authorized staff to negotiate a scope, fee and schedule with Segal.

In addition, the consultant shall perform a classification and compensation study affecting approximately 40 employees covered by 13 classification types, and that 30 employees are represented by The American Federation of State, County and Municipal Employees as follows:

1. Consultant shall conduct a comprehensive salary and benefits survey to compare current compensation and benefits practice to the labor market
2. Consultant shall define the District’s current compensation market position, overall, and by position, by comparing the District’s current pay ranges to the applicable labor market
3. Consultant shall provide an analysis of internal salary relationships and make recommendations for necessary adjustments
4. Consultant shall meet with the Board, Union and Management at various project delivery milestones.
5. Consultant shall be prepared to discuss and defend all challenges to the survey
6. Consultant shall assist in the development of an implementation strategy that includes providing assistance with preparing the necessary Board correspondence
7. Consultant shall present the final compensation and benefit report to the Board of Directors

Both the Union and Management acknowledge the potential for additional analysis after the initial scope (as defined above) is completed. Segal has proposed optional task items that can be considered by the Board at a future date.

**FISCAL IMPACT**
The total fee for this project is $40,000 and was included in the adopted FY 2017/2018 budget.

**ADMINISTRATIVE COMMITTEE RECOMMENDATION**
The Board of Directors enter into an agreement with Segal Waters Consulting to provide a Class and Compensation Study, subject to approval as to form by District Counsel, for an amount of $40,000 plus 10% contingency allowance of $4,000 for a total budgeted amount not to exceed $44,000 with a contract term through December 2019.

Attachment: Segal Waters Consulting Contract and Scope
MEMORANDUM
ITEM NO. 4

DATE: FEBRUARY 6, 2019

TO: ADMINISTRATIVE COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: EMPLOYEE RELATIONS PROGRAM UPDATE

SUMMARY

The mission of the Water Replenishment District’s (District) Employee Relations Program is to strengthen the employer-employee relationship through identifying and resolving workplace issues, measuring employee satisfaction and morale, and providing support and input to the District’s operations.

Employee Relations Program

Employee Relations Programs and services help manage and maintain an effective and productive workforce. As the most important part of any organization, it is important that employees are actively engaged in the workplace through innovative programs and collaborative projects that:

- Strengthen our connectivity and engagement at all levels, and work hard to develop our current and future workforce for success and longevity;
- Illustrate the District’s desire to proactively prevent or resolve all employee relations issues;
- Inform the creation of inclusive workplace policy in furtherance of District goals, projects, and programs.

Toward these goals, the Human Resources Department has developed 12 areas of employee outreach and development to focus on throughout the year. Staff will provide an overview of the planned activities for the upcoming months.
FISCAL IMPACT

None

STAFF RECOMMENDATION

For discussion only.
Employee Relations Committee Agenda
January 30, 2019
3:00 p.m. - 3:30 p.m.

1. Welcome and Introductions

2. Purpose of the Employee Relations Committee
   a. Background and Past activities/events
      i. Fall 2018:
         i. Halloween Costumes Contest
         ii. Thanksgiving Potluck
      ii. Winter 2019:
         i. Christmas Potluck
         ii. Thanksgiving Food Drive
         iii. Adopt A Family
         iv. Spirit Day: Flannel Shirt Day
         v. Employee Appreciation Luncheon - TBA

3. 2019 Volunteer Opportunities and Activities
   a. Future activities/events
      i. Spring 2019:
         i. Easter Eggs Hunt – March
         ii. Spirit Day – Retro - April
         iii. Groundwater Festival Day/Mother’s Day – May
      ii. Summer 2019
         i. Family Picnic – June
         ii. Food Drive – July
         iii. Spirit Day – August
         iv. Ice cream social - August
      iii. Fall 2019:
         i. Back to School Supply Drive – September
         ii. WRD 60th Anniversary – October
         iii. Halloween Costume Contest – October
         iv. Spirit Day - November
         v. Thanksgiving Potluck – November

4. Employee Relation /Volunteer Committee meetings

5. Adjournment