

### 230 S. STERLING DRIVE, SUITE 100, MOUNTAIN HOUSE, CA 95391 (209) 831-2300 • (209) 831-5610 FAX

### **CONSULTANT AGREEMENT**

### **CONTRACT ID # A-2021-16**

DATE: August 24, 2020

PARTIES: MHCSD:

Mountain House Community Services District 251 E. Main Street Mountain House, CA 95391

CONSULTANT:

Koff & Associates 2835 Seventh Street Berkeley, Ca 94710

The Parties agree as follows:

1. <u>Priority of Documents:</u>

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.
- B. CONSULTANT'S Proposal dated August 12, 2020.
- 2. <u>Scope of Professional Services:</u>

CONSULTANT agrees to provide preparation of the base salary compensation study for the Mountain House Community Services District (French Camp McKinley Fire Protection District), per attached Scope of Service ("Work").

### 3. <u>Term of Agreement:</u>

This Agreement shall commence on the date of execution by the MHCSD General Manager, and continue until June 30, 2021, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein.

4. <u>Compensation:</u>

The compensation shall not exceed the amount of \$7,200 for services performed pursuant to this Agreement. Payments shall be made within 30 days of receipt of invoice from CONSULTANT.

5. Standard of Performance:

CONSULTANT shall perform all Work in a first-class manner in conformance with the standards of quality normally observed by a person practicing in CONSULTANT's profession.

6. <u>Inspection:</u>

All Work performed and materials (if any) provided by CONSULTANT shall be subject to inspection and approval by MHCSD.

7. <u>Invoicing:</u>

CONSULTANT shall submit one original and one copy of each invoice to: MHCSD, 251 E. Main Street, Mountain House, CA 95391. All invoices must reference this Contract ID Number, the service performed and the Federal Tax Payer Identification Number. Each invoice shall also identify (1) total contract amount (\$), (2) expenses to date (\$), (3) remaining funds per contract (\$), and (4) total amount due per invoice (\$). Payments will be made against invoices as submitted.

8. <u>Consultant's Status:</u>

In the performance of work, duties and obligations imposed by this Agreement, the CONSULTANT is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the MHCSD. CONSULTANT shall perform the CONSULTANT's work in accordance with currently approved methods and standards of practice in the CONSULTANT's professional specialty. A copy of CONSULTANT's current business license shall be provided to MHCSD. The CONSULTANT shall not have any claim under this Agreement or otherwise against MHCSD for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The CONSULTANT shall be responsible for federal and state payroll taxes such as social security and unemployment. MHCSD will issue a form 1099 at year-end for fees earned.

### 9. <u>Assignments:</u>

Inasmuch as this Agreement is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of MHCSD. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

### 10. <u>Non-Exclusive Rights:</u>

This Agreement does not grant to CONSULTANT any exclusive privileges or rights to provide services to MHCSD. CONSULTANT may contract with other agencies, private companies or individuals for similar services.

### 11. <u>Compliance:</u>

CONSULTANT shall comply with all Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONSULTANT shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

CONSULTANT represents and warrants that CONSULTANT possesses all licenses, permits, and qualifications legally required for the performance of the Work. CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain all such licenses, permits and qualifications in full force and effect throughout the term of this Agreement.

### 12. Indemnification, Hold Harmless and Defense:

To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend MHCSD, its directors, officers, employees, agents and authorized volunteers, and each of them, from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to personal injury, bodily injury, wrongful death, and property damage including any damage to MHCSD's property, arising out of CONSULTANT's alleged negligence, or wrongful acts related to or in connection with CONSULTANT'S performance of duties under the terms and conditions of this Agreement.

To the fullest extent permitted by law, MHCSD shall indemnify, hold harmless and defend the CONSULTANT, its directors, officers, employees, agents and each of them (collectively referred to as "CONSULTANT Indemnified Parties") from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to personal injury, bodily injury, wrongful death, and property damage including any damage to the CONSULTANT's property, arising out of MHCSD's alleged negligence, or wrongful acts related to or in connection with MHCSD's performance of duties under the terms and conditions of this Agreement.

### 13. <u>Insurance:</u>

CONSULTANT, if required to work on MHCSD property during the contract period, shall submit proof of insurance to MHCSD showing Mountain House Community Services District, its officers, agents and employees named as Additional Insured. Insurance policy shall contain provisions that such policy may not be canceled except after thirty (30) days written notice to the MHCSD, ten (10) days notice if cancellation is due to nonpayment of premium.

CONSULTANT agrees that CONSULTANT is responsible to insure that the requirements set forth in this article/paragraph are also be met by CONSULTANT'S subcontractors/consultants who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the MHCSD.

### General Liability Limits

1.	BI & PD combined/per occurrence /Aggregate	\$1,000,000 \$1,000,000
2.	Personal Injury/Aggregate	\$1,000,000
3.	Professional Liabilities	\$1,000,000
Work	ers' Compensation and Employer's Liability	Statutory requirement

### 14. <u>Discrimination:</u>

CONSULTANT shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

### 15. <u>Notices:</u>

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed as shown on the first page of this Agreement.

### 16. <u>Termination:</u>

If the CONSULTANT breaches or habitually neglects the CONSULTANT's duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the MHCSD may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which MHCSD may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon sixty (60) days written notice to other party.

### 17. <u>Conflict of Interest Statement:</u>

CONSULTANT covenants that CONSULTANT, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONSULTANT under this Agreement. CONSULTANT shall not hire MHCSD's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of MHCSD. Performance of services under this Agreement by associates or employees of CONSULTANT shall not relieve CONSULTANT from any responsibility under this Agreement.

### 18. Drug Free Workplace:

CONSULTANT shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

### 19. Force Majeure

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

### 20. Form Law:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

### 21. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the MHCSD whether executed by or for the CONSULTANT for MHCSD, or otherwise by or for the CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to MHCSD forthwith upon termination or completion of the work under this Agreement.

### 22. Attorneys' Fees:

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

#### 23. Waiver:

No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

### 24. No Third Party Beneficiaries:

Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights or remedies hereunder.

### 25. Headings:

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

#### 26. Non-Liability of Officials, Employees and Agents:

No officer, official, employee or agent of District shall be personally liable to CONSULTANT in the event of any default or breach by District or for any amount which may become due to CONSULTANT pursuant to this Agreement.

### 27. Entire Agreement and Modification:

This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, MHCSD and CONSULTANT have executed this Agreement on the day and year first written above.

Consultant

Catherine B. Kaneko President Koff & Associates, Inc.

Mountain House Community Services District, a political subdivision of the State of California

By: Steven J. Pinkerton General Manager

Date:

Date: August 24, 2020



# Submittal date: August 12, 2020 Compensation Study Proposal

Mountain House Community Services District

## Koff & Associates

### **GEORG S. KRAMMER**

Chief Executive Officer 2835 Seventh Street Berkeley, CA 94710 www.KoffAssociates.com

gkrammer@koffassociates.com Tel: 510.274.2760 Fax: 510.652.5633



August 12, 2020

Ms. Nicole Adamo District Clerk Mountain House Community Services District 251 East Main Street Mountain House, CA 95391

Dear Ms. Adamo:

Thank you for the opportunity to respond to your request for proposal for a Base Salary Compensation Study for **Mountain House Community Services District's** fire department.

Koff & Associates is an experienced public-sector Human Resources and Recruitment Services firm that has been conducting similar classification and compensation studies for cities, counties, and special districts, for 36 years. The firm has achieved a reputation for working successfully with management, employees, and union representatives. We believe in a high level of dialogue and input from employees and management and our proposal speaks to that level of effort. That extra effort has resulted in close to 100% implementation of all of our classification and compensation studies. We are very proud of the fact that we have only had a handful of formal appeals in our firm's entire history.

I can be reached at our Berkeley address. My phone number is 510.274.2760 and my email is <u>gkrammer@koffassociates.com</u>. Please call me with any questions or if you wish additional information.

We look forward to the opportunity to provide professional assistance to the Sweetwater Authority with this important project.

Sincerely yours,

for S. Mraum

Georg S. Krammer Chief Executive Officer



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## QUALIFICATIONS OF FIRM

**Koff & Associates ("K&A")** is a full-spectrum, public sector human resources and recruitment services firm that was founded by Gail Koff in 1984, and has been assisting special districts, cities, counties, other public agencies, and non-profit organizations with their human resources needs for 36 years.

We are a private <u>California corporation, #2785458</u>, and our <u>legal name is Kaneko & Krammer Corp. dba</u> <u>Koff & Associates, Inc.</u> Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, and the Sacramento Region.

We are a California State-certified Small Business Enterprise (**#58366**), and, locally through the County of Alameda, we are also a certified Local, Small Local, and Very Small Local Business Enterprise.

We are familiar with the various public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have extensive experience working in both union and non-union environments (including service as the management representative in meet & confer and negotiation meetings), working with Boards of Directors, Boards of Commissioners, Boards of Supervisors, City Councils, County Commissions, Boards of Trustees, Merit Boards, and Joint Power Authorities.

The firm's areas of focus are classification and compensation studies (approximately 70% of our workload); executive search and staff recruitments; organizational development/assessment studies; performance management and incentive compensation programs; development of strategic management tools; policy/procedure development and employee handbooks; public agency consolidations and separations; Human Resources audits; and serving as off-site Human Resources Director for our smaller public agencies that need the expertise of an Human Resources Director but do not need a full-time, on-site professional.

Without exception, all of our studies have successfully met all of our intended commitments; communications were successful with employees, supervisors, management, and union representatives; and we were able to assist each agency in successfully implementing our recommendations. All studies were brought to completion within stipulated time limits and proposed budgets.

The firm's long list of clients (please see <u>https://koffassociates.com/our-clients/</u>) is indicative of its reputation as being a quality organization that can be relied on for producing comprehensive, sound and cost-effective recommendations and solutions. K&A has a reputation for being "hands on" with the ability and expertise to implement its ideas and recommendations through completion in both union and non-union environments.

K&A relies on our stellar reputation and the recommendations and referrals of current and recent past clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical human resources assistance with integrity, honesty, and a commitment to excellence.

We are very proud of the fact that we have only had a handful of formal appeals in our entire history, working with hundreds of public agency clients and completing hundreds of studies and other projects.



## **KEY PERSONNEL**

All members of our team have worked on multiple classification and compensation studies and are well acquainted with the wide array of public sector classification plans and compensation structures, as well as the challenges and issues that arise when conducting studies such as this one for the District.

Following are short biographies of the specific staff who will be assigned to this study:

Catherine "Katie" Kaneko, C.P.A., P.H.R. President

Katie is one of the two principals of Koff & Associates. She brings more than 25 years of managementlevel human resources and consulting experience to K&A. She has extensive experience in classification analysis and evaluation techniques, compensation, performance incentive programs, recruitment, and organizational studies.

Armed with her Bachelor of Business Administration degree, and as a CPA (Certified Public Accountant), Katie began her career in an international accounting/consulting firm. She transitioned into Human Resources within the firm to become the Human Resources Director of the San Francisco office. She next moved into the high-tech industry where she served in leadership positions for high-growth companies, startup firms, and organizations in transition. Katie then moved to the public sector, joining K&A in 2003 and has been the firm's President since 2005; over the last 17 years, she has overseen hundreds of compensation, classification, organizational and other studies for cities, counties, and special districts throughout California.

Agencies for whom classification and/or compensation studies, or HR Services (such as organizational assessments, executive performance evaluations, succession planning studies, etc.) were led by Katie, as Project Director, during the last few years, include, but are not limited to, the following:

- <u>Community Services District:</u> Cosumnes Community Services District, Discovery Bay Community Services District, Groveland Community Services District, Livermore Area Rec and Park District, Mendocino Coast Recreation & Park District, Rancho Murieta Community Services District, Town of Discovery Bay CSD
- <u>Cities and/or Towns</u>: Albany, Belmont, Benicia, Calistoga, Carmel, Coachella, Crescent City, Cupertino, Danville, Dinuba, Fairfield, Galt, Hayward, Hillsborough, Los Altos, Los Gatos, Madera, Manteca, Moraga, Morgan Hill, Mt. Shasta, Newman, Palo Alto, Paradise, Piedmont, Redwood City, Rohnert Park, Sacramento, San Bruno, San Pablo, Santa Cruz, Santa Rosa, Seaside, Sonora, Tracy
- <u>Counties</u>: El Dorado, Humboldt, Mendocino, Merced, Placer, San Joaquin, San Mateo, Sonoma, Tuolumne, Yuba
- <u>Courts</u>: Superior Court of the County of Alameda, Superior Court of San Joaquin County
- <u>Education</u>: First Five Contra Costa, First Five Santa Clara, Hartnell College, Salinas Union High School District, Southwestern Community College District, Travis Unified School District
- <u>State</u>: California State Compensation Insurance Fund; California State Auditor's Office
- <u>Other Special Districts</u>, Air Quality, Fire and Police Protection, Housing/Economic Development, Open Space, Public Utilities, Retirement, Solid Waste, Transportation, Water and Waste Water.



Katie will be key personnel and serve as the Project Director; she will coordinate all of K&A's efforts, will attend all meetings with the District, and will be responsible for all work products and deliverables.

### Susan Vang, B.S. Senior H.R. Associate

Susan has over six years of human resources consulting experience in classification and compensation, recruitment and selection, and employment testing for the public sector.

Susan has experience providing technical support on a variety of classification and compensation projects including City of El Segundo, Counties of Sonoma, Lake, and Madera. In addition, Susan worked on the Merit System Services (MSS) contract with the California Department of Human Resources, providing recruitment and selection support to 27 California County Departments of Social Services and Child Support Services.

Since joining K&A, Susan has worked on studies for the following:

- <u>Cities</u>: Alameda, El Monte, Los Altos, Morgan Hill, Mount Shasta, Oakland, Piedmont, Santa Barbara, Santa Cruz, Santa Rosa, Vallejo
- <u>Education</u>: College of the Sequoias, Hartnell Community College, Foothill-DeAnza Community College District, Riverside Community College District, Southwestern Community College District
- <u>Special Districts</u>: Calaveras County Water District, California Association of Sanitation Agencies (CASA), Delta Diablo Sanitation District, Dublin San Ramon Services District, Marin County Transit District, Metropolitan Transportation Commission (MTC), Ojai Valley Sanitary District, Santa Clara Valley Water District, Santa Cruz Metropolitan Transit District, Vallejo Flood and Wastewater District, Zone 7 Water Agency

A Northern California native, Susan earned her B.S. degree in molecular environmental biology from the University of California, Berkeley.

Susan will provide Senior H.R. Associate support for this project, including compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

### Lindsay Christopher Senior H.R. Associate

Lindsay's professional qualifications include ten years of experience working in the public sector, mostly with Alameda County. In her role as Human Resources Analyst, she was responsible for classification and compensation projects, as well as recruitment and selection, in a Civil Service, merit-based, environment. Mostly recently, she continued to focus on classification and compensation projects at East Bay Regional Park District.

Since joining K&A, Lindsay has worked on studies for the following:

- Cities: Gardena, Hemet, Milpitas, Tracy
- Counties: Humboldt



• <u>Special Districts:</u> Contra Costa County Employees' Retirement Association, Greater LA County Vector Control District, Orange County Sanitation District, Purissima Hills Water District

A Bay Area native, Lindsay earned her B.A. degree in Sociology with a concentration in Criminology from San Jose State University.

Lindsay will provide Senior H.R. Associate support throughout this effort, including compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.



## METHODOLOGY / SCOPE OF WORK / DELIVERABLES

### **BASE SALARY COMPENSATION STUDY**

## Deliverable A. Meetings with Study Project Team and Management Staff and Initial Documentation Review

- Identify client project team, contract administrator, and reporting relationships.
- Orientation and briefing sessions with the study project team and staff to explain methodology.
- Gather all pertinent documentation, including class descriptions, organizational charts, personnel policies, memoranda of understanding, etc.
- Review and confirm comparator agencies, benchmark classifications, and identify benefits to be surveyed.

### Deliverable B. List of Comparator Agencies, Classifications (Optional)

- Identify appropriate comparator agencies based on a number of evaluation criteria (such as type of organization, size of organization, number of employees, size of budgets, population served, cost of living, etc.);
- Confirm classifications to be studied: Fire Engineer, Fire Captain, Fire Fighter, Lieutenant.

### **Deliverable C. Data from Comparators**

- K&A to conduct all of the data collection and analysis to ensure validity of data and quality control; compare job description to job description; ensure matches of at least 70%.
- Review the District's existing job descriptions to ensure understanding of each position to be surveyed.
- Collect job descriptions, organization charts, and other information from comparator agencies via website, in person, or by telephone.
- Make preliminary "matches" using "whole position methodology" and then schedule appointments by telephone, and sometimes in person, with knowledgeable individuals to answer specific questions. Our "whole position methodology" includes factors such as education, experience, problem solving, supervision exercised, etc.
- Ensure a very high validity rate and produce data that is substantiated before management, employee representation as well as governing bodies.

### Deliverable D. Analysis and Preliminary Data Review

- Enter data into spreadsheet format designed for ease of interpretation and use.
- Present information in a format that will identify the comparator positions used for each class comparison.
- Calculate information based upon average and median figures, allowing the District to make informed compensation decisions.

### Deliverable E. Draft Compensation Findings and Meeting with Project Team

- Distribute draft findings to the District.
- After the District's preliminary review, meet with the project team and various stakeholders to clarify data, receive requests for reanalysis of certain comparators; and answer questions and address concerns.



- Provide an opportunity for the project team and other stakeholders to review and question any of our recommended benchmark comparator matches.
- If questions arise, conduct follow-up analysis to reconfirm original analysis and/or make corrections.

### Deliverable F. Analysis of Internal Relationships and Alignment (Optional)

- Determine internal equity for both market driven and non-benchmarked positions.
- Develop internal position hierarchy based on the "whole position" classification methodology which we use to do the internal alignment.
- Make recommendations regarding vertical salary differentials across the organization.

### Deliverable G. Compensation Recommendations (Optional)

- Review and make recommendations regarding internal alignment and salary structure within which classifications are allocated.
- Discuss draft recommendations with management team prior to developing Interim Report.

### Deliverable H. Draft Compensation Report, Final Report and Guidelines for Implementation (Optional)

- Complete Draft Report and submit to the District for review, comment, and recommendations, including detailed compensation findings and recommendations; proposed salary ranges, and implementation issues; methodology for continued implementation and maintenance of recommendations.
- After the District's questions/concerns are addressed and discussed, create Final Compensation Report.

### **Deliverable I. Final Presentation (Optional)**

• Our proposal includes one initial overview, one interim study session (to discuss the initial findings of the market salary study), and one final presentation as needed.



### TIMELINE

Our professional experience is that compensation studies of this scope take approximately four to six weeks to complete, allowing for adequate compensation data collection and analysis, review steps by the District, the development of final reports, any appeals, meetings, and presentations.

Deliverables	<b>Base Salary Compensation Study</b> Four Classifications in the Fire Dept	Completion by:
А.	Meetings with Study Project Team and Management Staff and Initial Documentation Review	Week 1
В.	List of Comparator Agencies, Classifications (Optional)	Week 1
С.	Data from Comparators	Week 3
D.	Analysis and Preliminary Data Review	Week 4
E.	Draft Compensation Findings and Meeting with Project Team	Week 5
F.	Analysis of Internal Relationships and Alignment (Optional)	Week 6
G.	Compensation Structure Recommendations (Optional)	Week 6
Н.	Draft Compensation Report, Final Report and Guidelines for Implementation (Optional)	Week 6
Ι.	Final Presentation (Optional)	As Scheduled

Following is a suggested timeline (which can be modified based on the District's needs):



## COST PROPOSAL

**Please note:** for small studies such as this, it is often challenging to estimate the hours; of course, we will only bill for actual hours worked and this study may take fewer hours than our best estimate below.

Deliverables	Base Salary Compensation Study Four Classifications in the Fire Dept	Hours
Α.	Meetings with Study Project Team and Management Staff and Initial Documentation Review	2
В.	List of Comparator Agencies, Classifications (Optional – if the District wishes to use the same 12 agencies that were surveyed in 2014, this deliverable will not be required)	12
C.	Data from Comparators	12
D.	Analysis and Preliminary Data Review	6
E.	Draft Compensation Findings/Meeting with Project Team	4
F.	Analysis of Internal Relationships and Alignment (Optional)	2
G.	Compensation Structure Recommendations (Optional)	42
H.	Draft Compensation Report, Final Report and Guidelines for Implementation (Optional)	5
Ι.	Final Presentation (Optional)	2
	Anticipated hours for additional unscheduled meetings and phone calls	1
	Total Professional Hours - Compensation	48
	Combined professional and clerical composite rate: <b>\$150/Hour</b>	\$7,200
	Expenses are <b>included</b> in the composite hourly rate:	N/A
	Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage, parking, meals, travel time, etc.	
	TOTAL PROJECT COST NOT TO EXCEED:	\$7,200
	*Additional consulting will be honored at composite rate (\$150/hour)	



### **CONTRACTUAL REQUIREMENTS**

We will be pleased to sign the District's professional services agreement for a Compensation Study.

We respectfully request that the following clause also be incorporated into your contract or agreement with K&A:

### **Payment Terms:**

Our regular terms are Net 30.

Client shall pay K&A for its fees and reimbursable expenses (if applicable) within 30 days following the date of receipt of each applicable invoice. If Client contests or questions any invoice, it agrees to raise any questions with management of K&A within such 30-day period. Late fees in the amount of 2% of invoice amount will accrue if current invoice is not paid within 30 days of payment due date of that invoice. If late fees are not paid, they will carry forward to next invoice.

If necessary, we are flexible about negotiating other terms with the Distirct.

**<u>Please also note:</u>** We respectfully request that the following clause also be incorporated into your contract or agreement with K&A:

### Non-Solicitation:

Except with the written consent of Georg Krammer or Katie Kaneko, CEO and President respectively of Koff & Associates, which consent may be given or withheld in their sole discretion, Client agrees that during the term of this Agreement and for a period ending one year thereafter (the "Time Period") Client will not solicit services from or hire any K&A employee or contractor (each, a "Team Member") with whom Client has had contact pursuant to the services provided to Client under this Agreement. Client specifically acknowledges that K&A recruits, trains, and contracts with Team Members and that such efforts are costly and time-consuming. As such, it is understood that should Client hire a Team Member during the Time Period for any reason without the required consent, Client agrees to pay a placement fee (paid at the time of placement) of 30% of Team Member's first year's total compensation which accurately reflects a reasonable estimate of K&A's time and costs attendant to its recruitment, hiring, retention, and management of Team Members.



## **INSURANCE REQUIREMENTS**

We will submit support of the required level of coverage and endorse the District with our General Liability Insurance coverage upon award of contract.

Workers' Compensation: General Liability: Errors and Omissions: Automobile Insurance: Statutory Limits \$2 million per occurrence \$1 million per occurrence \$1 million per occurrence

Our insurance broker is Ms. Eileen Hollander, Sr. Account Manager/Commercial Lines, EPIC Insurance Brokers, 2300 Contra Costa Blvd., Suite 375, Pleasant Hill, CA 94523.



## Proposal Signature Page

Koff & Associates intends to adhere to all of the provisions described above.

This proposal is valid for 90 days from date of submittal.

Respectfully submitted,

By: KOFF & ASSOCIATES State of California

for S. Urannen

Georg S. Krammer Chief Executive Officer August 12, 2020

