

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 7th day of May, 2025, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and Gallagher Benefit Services, Inc., a Delaware corporation ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.
- C. City desires to retain Consultant to render the professional services set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the Classification and Total Compensation Study services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated April 10, 2025, and attached hereto as Attachment 2. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the Classification and Total Compensation Study services is sometimes referred to herein as "the Project."

2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. Consultant's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 3. All work shall be completed no later than February 1, 2026, unless otherwise agreed to by both parties. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed three hundred eighty thousand six hundred dollars and zero cents (\$380,600). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit periodic billings to City specifying and describing the work performed during the preceding month (See Attachment 2 Proposal billing structure). Consultant's bills shall include a brief description of the services performed,

the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Consultant no later than 30 days after approval of the periodic invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose. Notwithstanding the foregoing, City shall own all final deliverables provided to City by Consultant as part of the services provided under this Agreement, provided however, Consultant shall retain sole and exclusive ownership of all right, title, and interest in, and to, its intellectual property and derivatives thereof which no data or Confidential Information of the City was used to create and which was developed entirely using Consultant's own resources, including any and all pre-existing or independently developed know-how, methods, processes and other materials prepared by Consultant. To the extent Consultant's intellectual property is necessary for the City to use the deliverables provided under this Agreement, Consultant grants to City a non-exclusive, royalty-free license to Consultant's intellectual property solely for City's use of such deliverables.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or

entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon advance written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and
- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be Georg S. Krammer. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification, Hold Harmless, and Limitation of Liability. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers. Consultant's liability to the City and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Consultant from City for the

particular Services giving rise to the claim. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONSULTANT SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment 4. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to the commercial general liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.
- (2) The commercial general liability policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents on the commercial general, automobile and workers compensation/employer's liability policies.
- (5) Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the City.
- (6) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Manteca
 1001 W. Center Street
 Manteca, CA 95337
 Attention: Stephanie Van Steyn

If to Consultant: Gallagher Benefit Services, Inc.
 2121 N. California Boulevard, Suite 350
 Walnut Creek, CA 94596
 Attention: Georg S. Krammer

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry,

sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between Consultant's Proposal/Consultant's attachments and the City's Agreement/City's attachments, the City's Agreement and City's attachments shall take precedence over Consultant's proposal/Consultant's attachments.

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

GALLAGHER BENEFIT SERVICES, INC.:

Toni Lundgren
City Manager

Georg S. Krammer
Managing Director

ATTEST:

Cassandra Candini-Tilton,
Director of Legislative Services

COUNTERSIGNED:

Matt Boring
Acting Director of Finance

COUNTERSIGNED:

Stephanie Van Steyn
Director of Human Resources/Risk

APPROVED AS TO FORM:

L. David Nefouse
City Attorney

ATTACHMENT 1
REQUEST FOR PROPOSAL
SEE NEXT PAGE



CITY OF MANTECA

REQUEST FOR PROPOSALS (RFP) FOR

Job Classification and

Total Compensation Study Services

Release Date:
Wednesday, January 8, 2025

Submission Deadline:
Thursday, February 6, 2025 @ 5:00 p.m.

Bids must be received via email at the email address below by deadline.

Stephanie Van Steyn, Director of Human Resources
Email: svansteyn@manteca.gov
Phone: 209-456-8712

City of Manteca
1001 W. Center Street
Manteca, CA 95337

SECTION 1 – PURPOSE

The City of Manteca (“City”) is seeking the services of a qualified pool of sole proprietors, solo-practitioners, companies, or law firms (“Proposer(s)”) to perform **A Job Classification and Compensation Study**. The City hereby requests bids that describe the proposer’s qualifications to perform a limited job classification and compensation study for the City of Manteca.

The City is seeking to enter into contract with a single proposer that would operate as a consultant in accordance with the specifications, terms, and conditions shown in this Request for Proposal (“RFP”). The term of the contract period will be from the date of appointment and for up to five years thereafter, cancelable with or without cause, by the City at any time, unless court consent is required.

The City will accept bids for any or all qualified and experienced Compensation Consulting Firms. Proposer must specify in their bid which service(s) Proposer is willing and able to provide.

SECTION 2 – CITY PROFILE

The City of Manteca is located in California’s Central Valley in San Joaquin County. Our resident population is approximately 90,917. The City’s current fiscal year budget includes 475 full-time employees. The City has seven (7) bargaining units representing employees, including some confidential/unrepresented employees. The City’s salary schedules including a list of current job classifications, by employee group is found on our website:

<https://www.manteca.gov/departments/human-resources-department/salary-schedules>

Employee Groups include:

1. Manteca Technical and Support Services Association (TSS)
2. Manteca Mid-Manager Association (MMA)
3. General Services/Operating Engineers’ Local Union No. 3
4. Manteca Police Officers’ Association (MPOA)
5. Manteca Public Safety Management Association (MPSMA)
6. Manteca Police Employees’ Association (MPEA)
7. Fire Unit
8. Confidential Employees’ Unit (CEU)
9. Executive Management

City Services

The City of Manteca provides full-City services including but not limited to Police, Fire and Public Works Services including Solid Waste.

City Departments include:

- Administration– City Manager, City Clerk’s Office and City Attorney’s Office
- Finance Department
- Information Technology Department
- Human Resources Department
- Police Department
- Fire Department
- Recreation Department
- Public Works – Parks, Streets Maintenance, Vehicle/Fleet, Facilities, Water,

Wastewater, Solid Waste, Transit Center

- Engineering
- Development Services - Economic Development, Community Development

SECTION 3 – SCOPE OF WORK

Under the general direction of the Human Resources Director, Proposers shall provide a comprehensive review of existing City classifications and related classification “families”, in addition to evaluating the present salary structure compared to the specific job market for comparable positions in the public sector.

The Classification Study shall consist of the following:

- a) Develop, distribute, and review position description questionnaires for a defined number of City classifications. Conduct other related data collection and analysis as needed for complete analysis.
- b) Conduct interviews and/or job audits as appropriate. Engage respective employees, supervisors, and department heads in the evaluation and analysis process.
- c) Review City classification specifications and analyze knowledge, skill, ability, education and experience, relevance and hierarchical consistency, conformity with the Americans with Disabilities Act (ADA), and language relative to essential job functions (including physical requirements);
- d) Update job classifications as needed to uniformly or accurately reflect the position definitions, distinguishing characteristics, and supervision received and exercised;
- e) Review various job/class series in terms of appropriateness and levels, recommending any reduction or increase to levels as needed based on City operational needs;
- f) As appropriate, develop new classes and recommend the deletion of outdated or unnecessary classifications.

The Total Compensation Study shall consist of the following:

- a) Review of current compensation plan for City classifications and understand current challenges in recruiting and retaining employees;
- b) Meet and consult with Human Resources to identify benchmark classifications;
- c) Review and provide recommendations for compensation items to be surveyed, or methodology used.
- d) Complete internal salary relationship analysis, including guidelines for appropriate internal relationships (internal equity);
- e) Make recommendations to comparative agencies.
- f) Compile all data related to compensation. Provide a table for each classification, including comparable agency classifications and their respective total compensation survey results. Include a median market calculation compared to City of Manteca compensation.
- g) Identify potential pay compression issues and provide potential solutions;
- h) Present draft results and recommendations of the total compensation survey, and provide Human Resources and City management the opportunity to review, discuss and request changes to results prior to finalizing the report;
- i) Upon request, must revise or re-evaluate survey data as a result of questions or concerns that may arise from Human Resources or management;
- j) Provide a final version of the compensation survey reports, which may be shared as

- official City documents;
k) Attend meetings and respond upon request to explain methodology and survey results.

SECTION 4 – RFP OVERVIEW

RFP Timeline

The City will endeavor to administer the bid process in accordance with the terms and dates outlined below; however, the City reserves the right to modify the terms, activities, timeline, or any other aspect of the process at any time, as it deems necessary.

EVENT	DATE/TIME
RFP advertising	January 8, 2025-February 6, 2025
Deadline for Questions	January 23, 2025 by 5:00 p.m.
City Provides Responses to Questions	January 30, 2025 by 5:00 p.m.
Deadline for Submission	February 6, 2025 by 5:00 p.m.
Evaluation and Review	February 10, 2025 – February 21, 2025
Interviews, if needed	February 24, 2025 – February 27, 2025
City Completes Evaluations- no later than	March 5, 2025
Proposers Notified	March 6, 2025

RFP Coordinator

All communications concerning this RFP must be submitted via email to the RFP Coordinator identified below. The RFP Coordinator will be the sole point of contact for this RFP.

Stephanie Van Steyn
Director of Human Resources
City of Manteca
1001 W. Center St.
Manteca, CA 95337
Email: svansteyn@manteca.gov
Phone: 209-456-8712

RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP in its sole discretion. If an amendment is issued, the City shall provide notice of the amendment to all Proposers. In addition, the City shall post the amendment on its website at <https://www.manteca.gov/business/request-for-proposals>. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments thereto.

RFP Questions

Specific questions concerning the RFP should be submitted via email to the RFP Coordinator prior to the "Deadline for Questions." Proposer questions should clearly identify the relevant section of the RFP, and page number(s) related to the question being asked. The questions submitted, and the City's responses shall be posted on the City's website at <https://www.manteca.gov/business/request-for-proposals>.

Bid Submittal

Bids must be submitted no later than Thursday, February 6, 2025, by 5:00 p.m. Bids received after this time and date will not be considered.

Proposers must submit an electronic copy (a single .pdf file containing all submitted material) to the RFP Coordinator:

Stephanie Van Steyn, Director of Human
Resources Email: svansteyn@manteca.gov

SECTION 5 – SUBMISSION REQUIREMENTS

The following guidelines are provided for standardizing the preparation and submission of bids. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Bids submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. The City discourages lengthy and costly bids. Bids should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP and should not contain redundancies and conflicting statements.

Bid Format and Content

Bids should be prepared on standard 8 1/2" x 11" paper. All bids pages should be numbered. Failure to follow this specified format, to label the responses correctly, or to address all of the subsections may, at the City's sole discretion, result in the rejection of the bid.

Bids must contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Stephanie Van Steyn,
Director of Human Resources
City of Manteca
1001 W. Center Street
Manteca, CA 95337
svansteyn@manteca.gov

The letter shall include the following:

- a. Proposer's legal name and corporate structure.
- b. Proposer's primary contact information, including name, address, phone, website, and email.
- c. Identification of use of subcontractors and scope of work to be performed by subcontractors.
- d. Identification of any pending litigation against the Proposer.
- e. Disclosure of any bankruptcy or insolvency proceedings in the last ten (10) years.
- f. Statement indicating the bid will remain valid for at least 120 days.
- g. Signature of a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it.

2. Table of Contents

The Proposer shall insert a comprehensive table of contents denoting sections three through ten of the bid as indicated below.

3. Executive Summary

This section of the bid should provide a synopsis of Proposer's credentials and ability to deliver the services sought under the RFP. In addition, it should explain how the proposed services will differentiate itself from other bids and the reasons why the City should select the Proposer. This may include a list of unique features, qualifications, or experience that give the Proposer a competitive edge. The Executive Summary should not exceed three (3) pages.

4. Qualifications and Experience

The Proposer must provide a summary of recent classification and compensation studies conducted for similar agencies.

5. Proposer's Team's Experience:

Provide a list of professional staff who will participate in the study, including identification of the individual(s) who will be directly responsible for the day-to-day work on the study on behalf of the organization should the Proposer be awarded the contract. Include a brief statement of pertinent qualifications and experience of the individual(s).

6. References

The Proposer must provide at least three (3) references which they have conducted similar classification and total compensation studies for within the last five (5) years. References may be contacted as part of the selection process. For each reference, proposer must provide the following information:

- a. Name and contact information (i.e. name, title, address, phone, and email)
- b. Brief description of work provided.

7. Work Plan

The Proposer shall provide a sample work plan identifying projected project timeline for each major component. It is expected that work will commence as soon as possible after approval of the Consultant by the City.

8. Fee

This section should include the cost for requested services outlined in Section 3 – Scope of Work. Proposers shall clearly describe and outline fees for the services to be provided. Upon completion of tasks, the Proposer will notify the City and request payment for the products and services by submitting an invoice and a brief description of work performed during the billing period. Upon receipt of the invoice, the City will review in a timely manner the products and services noted, verify completion, and authorize payment. No cost increases shall be passed onto the City after the bid has been submitted.

9. Disclosures

Statement that the Proposer or any individual who will perform work for the Proposer is free of any conflict of interest. The Proposer should identify any professional or personal financial or other interest which could be a possible conflict of interest in performing the services of the RFP. This includes any activities or relationships of the Proposer that might create a conflict of interest for the Proposer or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

10. Supportive Information

This section may include graphs, charts, photos, resumes, and any other relevant information in support of the Proposer's qualifications.

11. Professional Services Contract

Attached to the RFP (**Attachment A**) is a copy of the City's standard Professional Services Agreement ("Contract"). The City's standard Contract may be modified, in the City's sole discretion, to address the specific provisions of this RFP.

Please review the Contract carefully and note in your bid any exceptions or alterations to the Contract. **Alterations or changes to the Contract that are not in the Consultant's response will not be allowed after the selection of the Consultant.** This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis. However, the City reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the City's standard Contract.

SECTION 6 – BID EVALUATION

Bids will be evaluated using the categories listed below.

1. Qualifications, Experience, and References
 - a. Experience in performing work of a closely similar nature and size.
 - b. Experience working with public agencies.
 - c. Experience and understanding of classification and compensation methodologies for governmental agencies.
 - d. Strength, stability, experience, and technical competence.
 - e. Assessment by client references.
2. Personnel and Staffing
 - a. Qualifications and experience of proposed personnel for requested services.
3. Work Plan
 - a. Depth of Proposer's understanding of City's requirements.
 - b. Overall quality and logic of work plan.
4. Rates and Fees
 - a. Reasonableness and competitiveness of the rates and fees proposed.
 - b. Adequacy of data in support of figures quoted, basis on which rates and fees are quoted.
5. Quality and Responsiveness of the Bid
 - a. Completeness of response in accordance with the RFP instructions.

Finalists may be invited for an interview. The City reserves the right to engage investigation services without interviews or further discussion of the bids.

SECTION 7 – GENERAL TERMS AND CONDITIONS

Collusion

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or encouraged any other person to refrain from submitting a response; and that the Proposer has not in any manner colluded to secure any improper advantage over any other person submitting a response.

Gratuities

No person will offer, give, or agree to give any City employee or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the City. No City employee or representative will solicit, demand, accept, or agree to accept from any other person a gratuity, discount, or offer of employment in connection with a City contract.

Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments and submit comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”) in writing to the City no later than the deadline established in this RFP. This will allow issuance of any necessary amendments and help prevent the opening of defective bid upon which contract award could not be made.

Protests based on any alleged defect with the RFP will be considered waived and invalid unless the Proposer brings the alleged defect to the attention of the City, in writing, by the deadline as established in this RFP.

Nondiscrimination

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City’s contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City’s contractors. Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Bid Preparation Costs

The City will not pay any costs associated with the preparation, submittal, or presentation of any bid made in response to this RFP.

Bid Withdrawal

To withdraw a bid, the Proposer must submit a written notice of intent to withdraw, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted bid, the bids may submit another bid at any time up to the deadline for submitting bids.

Bid Errors

Proposers are liable for all errors or omissions contained in their bids.

Incorrect Bid Information

If the City determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that bid will be determined non-responsive and will be rejected.

Assignment and Subcontracting

The Proposer may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP offshore (outside the United States).

Right to Refuse Personnel

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Proposer or approved subcontractors. The City reserves the right to interview and approve all Proposer staff members in City's sole discretion. Proposer's staff may be subject to the City's background and drug testing processes at any time.

Proposal of Additional Services

If Proposer offers services in addition to those required by and described in this RFP, those additional services may be added to the contract before contract signing at the sole discretion of the City.

Licensure

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure.

Conflict of Interest and Bid Restrictions

By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant of the Proposer in connection with the procurement under this RFP.

Right of Rejection

The City reserves the right, in its sole discretion, to reject any and all bids or to cancel this RFP in its entirety at any time. The City may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The City reserves the right, in its sole discretion, to waive variances in technical bids provided such action is in the best interest of the City. Where the City waives minor variances in bids, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP.

The City reserves the right, at its sole discretion, to request clarifications of bids or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the bid. Discussions shall be limited to specific sections of the bids identified by the City and, if held, shall be after initial evaluation of bids is complete. If clarifications are made as a result of such discussion, the Proposer shall submit such clarifications in writing to the City.

Disclosure of Bid Contents

All bids and other materials submitted in response to this RFP process become the property of the City. Selection or rejection of a bid does not affect this right. All bid information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of bids, the bids and associated materials will be open for review by the public to the extent allowed by the California Public Records Act (Government Code Sections 6250-6270 and 6275-6276.48). By submitting a bid, the Proposer acknowledges and accepts that the contents of the bids and associated documents will become open to public inspection.

Proprietary Information

The master copy of each bid will be retained for official files and will become public record after the award of a contract unless the bid or specific parts of the bid can be shown to be exempt by law (Government Code §6276). Each Proposer may clearly label part of a bid as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City will constitute a complete waiver of all claims for damages caused by any release of the information.

Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected and, the rights and obligations of the City and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

Proposal Amendment

The City will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the City formally requests such in writing.

ATTACHMENT 2
CONSULTANT'S PROPOSAL

SEE NEXT PAGE

City of Manteca

CLASSIFICATION AND TOTAL COMPENSATION STUDY PROPOSAL – UPDATED

April 10, 2025

Gallagher, formerly known as Koff & Associates

GEORG S. KRAMMER

Managing Director, Compensation and Rewards Consulting

2121 N. California Boulevard, Suite 350
Walnut Creek, CA 94596

georg_krammer@ajg.com
Tel: 510.658.5633
Fax: 510.652.5633



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April 10, 2025

Ms. Stephanie Van Steyn
Director of Human Resources
1001 W. Center Street
Manteca, CA 95337

Dear Ms. Van Steyn:

Thank you for the opportunity to respond to your Request for Proposals for a Classification and Total Compensation Study for the City of Manteca ("City"). We are most interested in assisting the City with this important study and feel that we are uniquely qualified to provide value to your organization based on our experience working with other cities, counties, special districts, joint-powers associations, and other public agencies.

Gallagher, formerly known as Koff & Associates, ("Gallagher/K&A") is an experienced Human Resources and Recruitment Services firm (Type C Corporation) providing human resources services to cities, counties, special districts, courts, educational institutions, and other public agencies for over 40 years. Our team has achieved a reputation for working successfully with management, employees, employee representation, and governing bodies. We believe in a high level of dialogue and input from study stakeholders and our proposal speaks to that level of effort. Our team's extra effort has resulted in close to *100% acceptance* of all our classification and compensation studies.

Gallagher/K&A ensures that each of our projects is given the appropriate resources and attention, resulting in a high level of quality control, excellent communication between clients and our office, commitment to meeting timelines and budgets, and a consistently high-caliber work product. We do not utilize the services of subcontractors in the services we provide.

Arthur J. Gallagher and its affiliates may be involved in multiple court actions at any given time proportionate for a broker of its size and profile. It is not feasible to efficiently provide detailed information on all lawsuits against AJG as requested, or necessary in evaluating the organization since this is the nature of the insurance brokerage business.

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AJG has not declared bankruptcy or insolvency within the last ten years. AJG, is a publicly held corporation, and confirms strong revenue every year. Due to the sheer size of the financial reports, to view the past year's annual reports, please visit <https://investor.ajg.com/financial-reports>.

As a Managing Director of Gallagher/K&A, I would assume the role of Project Director and be responsible for the successful completion of project. I can be reached at our Walnut Creek address and the phone number listed on the cover page. My email is georg_krammer@ajg.com.



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This proposal will remain valid for at least 120 days from the date of submittal. Please call if you have any questions or wish additional information. We look forward to the opportunity to provide professional services to the City of Manteca.

Sincerely,

Georg S. Krammer
Managing Director, Compensation and Rewards Consulting

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Executive Summary

Gallagher, formerly known as Koff & Associates, (“Gallagher/K&A”) is a full-spectrum, public-sector human resources and recruitment services firm; Gallagher/K&A has been assisting cities, counties, special districts, joint powers associations, courts, educational institutions, and other public agencies with their human resources needs for over 40 years and we have offices all throughout California, the Western Region, as well as across the nation.

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, working with City Councils, County Commissions, Boards of Directors, Boards of Supervisors, Boards of Trustees, Boards of Education, 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; and organizational development/assessment studies.

Without exception, all our classification and compensation studies have successfully met all 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.

Our long list of clients (please see <https://koffassociates.com/our-clients/>) is indicative of our firm's reputation as being a quality organization that can be relied on for producing comprehensive, sound, and cost-effective recommendations and solutions. Gallagher/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.

Gallagher/K&A relies on our stellar reputation and the recommendations and referrals of past clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical consulting assistance with integrity, honesty and a commitment to excellence. We are very proud of the fact that in working with hundreds of public agency clients and completing hundreds of classification and/or compensation and other types of studies, we have only had a handful of formal appeals in our entire history.

Especially when it comes to compensation, we know we are dealing with people's livelihoods and we take that very seriously. We are human resources professionals by trade and at heart and always keep the human aspect at the forefront of our problem-solving methodologies. Our guiding principle of assisting public agencies for the greater good of their people and the communities they serve has been the backbone of our culture of integrity and ethics. Our values of being public-spirited, resourceful, curious, and courageous help us succeed in being very client- centric, fully invested in our work and finding the best solutions for our clients, and in applying a synergistic approach to all of our projects.

About the Larger Gallagher

Value Proposition: The ability to deliver comprehensively structured human capital solutions to clients is Gallagher's signature in the marketplace. At Gallagher, we want to know what makes your organization unique. We listen intently to learn about your culture and priorities and delve deeply into all the details that matter when balancing human capital needs with financial sustainability. This single-minded focus on excellence — characterized by innovation and creativity — is the driving force behind every Gallagher engagement.

Company History: Arthur J. Gallagher & Co. opened its doors for business in 1927 and is still "growing strong" because of a practiced ability to help clients think ahead. Founded by its namesake who was previously the leading producer for Chicago's largest insurance brokerage, Gallagher is now one of the world's largest human capital, insurance brokerage and risk management services firms. Headquartered in Rolling Meadows, IL, we have operations in 33 countries and extend our client-service capabilities to more than 90 countries through a global network of correspondent brokers and consultants.

Since 1961, we've been helping clients overcome business barriers and create new opportunities to cost-effectively attract, retain and productively engage the best performers in their field. Gallagher started trading on the NYSE under the symbol AJG in 1984.

Company Culture and Philosophy: The ideals, principles and values embodied by the founder whose name still appears on our door are part of our corporate DNA.

Gallagher's approach to business, cultivated through three generations of family leadership, has always centered on creating relationship value as true partners to our clients.

Gallagher's interactions with you will be straightforward and candid. By earning the trust of our clients, we've sustained a reputation for ethics and a commitment to transparency that continue to contribute to our growth. In fact, Gallagher was the first insurance broker named to the Ethisphere® Institute's annual list of the World's Most Ethical Companies in 2012 — and has earned this recognition for twelve consecutive years, through 2023. This is a tremendous achievement: annually, less than 150 companies based in 24 countries and





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representing 57 industry categories received this honor. Gallagher is the only insurance broker to have ever been recognized (World's Most Ethical Release).

The high standards of conduct we've set for our external professional relationships are the same rules we follow internally. The Gallagher Way, a one-page document that outlines our 25 shared values, was written in 1984 but is just as culturally relevant today. It speaks to the value of relationships and several tenets set guidelines for ethical behavior. Gallagher combines innovative solutions, thoughtful advice, and honest business practices to minimize risk and help fuel your success.

Human Resource and Compensation Consulting Practice

Gallagher's Human Resources & Compensation Consulting practice, of which the former K&A team is now a part, empowers clients to attract talent, manage staff, develop leaders, and reward success—leveraging the power of Gallagher and wisdom of experience to produce an engaged and productive workforce. Tapping into expertise that spans the spectrum of human resources at every level, we can assemble flexible compensation and consulting solutions that improve efficiency and fiscal sustainability.

Our practice is a combination of some of the most respected names in human resources and compensation consulting. Bringing together experts from compensation, performance, search, survey, and leadership fields, Gallagher empowers clients with tools for the entire lifecycle of employment management.

With an experienced team of 205 consultants located in 14 offices across the United States and Canada, our services include:

- Classification and Compensation
- Employee Engagement
- Executive Compensation
- Organizational Development
- HR Management
- Search and Interim Placement
- Custom Salary and Benefit Surveys
- Governance Consulting

Qualifications and Experience

As previously noted, the firm's areas of focus are classification and compensation studies (approximately 70% of our workload); executive search and staff recruitments; and organizational development/assessment studies.

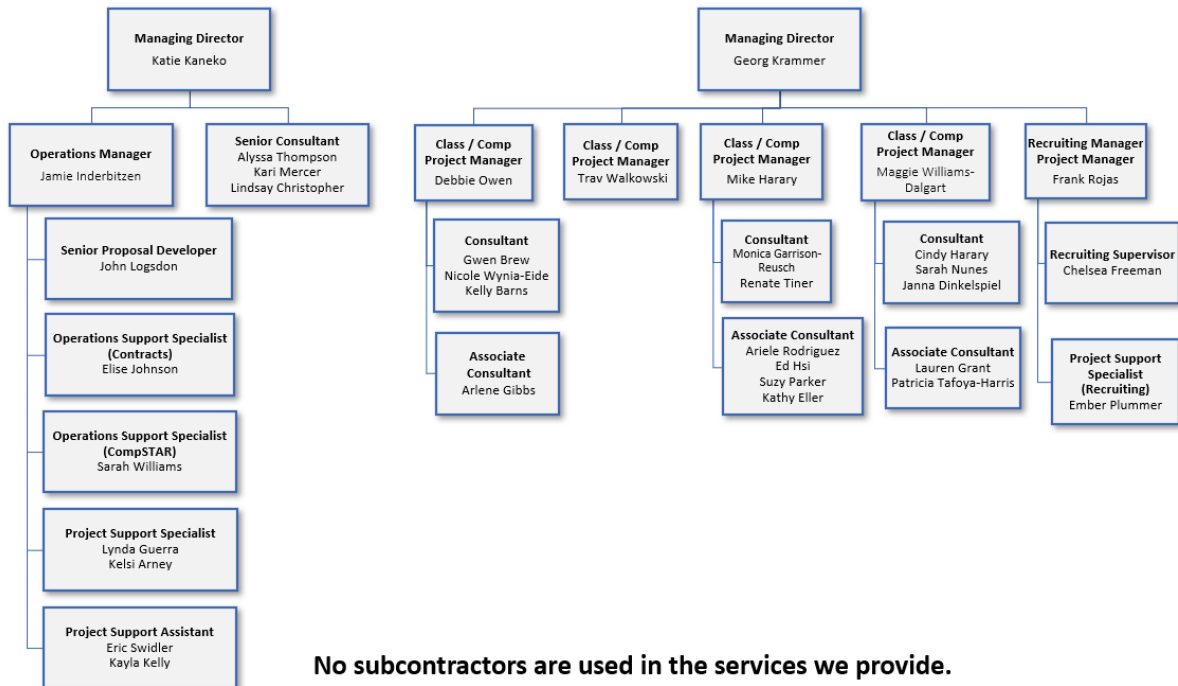
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Our long list of clients (please see <https://koffassociates.com/our-clients/>) is indicative of our firm's reputation as being a quality organization that can be relied on for producing comprehensive, sound, and cost-effective recommendations and solutions. Gallagher/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.

For the City's review, we have provided a list of our active Classification and Compensation study clients in the Appendix.

Team's Experience

Our team consists of 36 employees as shown below in our organizational chart.



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

KEY PERSONNEL

Our project team will be led by Co-Project Directors Georg Krammer (Managing Director) and Mike Harary (Project Manager). They will coordinate all of Gallagher/K&A's efforts, attend all meetings with the City, and be responsible for all work products and deliverables.

CONSULTANTS

Alyssa Thompson (Senior Consultant), Lindsay Christopher (Senior Consultant), Kari Mercer (Senior Consultant), Monica Garrison-Reusch (Consultant), Arlene Gibbs (Associate Consultant), Sarah Nunes (Consultant), Ariele Rodriguez (Associate Consultant), Janna Dinkelspiel (Consultant), Ed Hsi (Associate Consultant), Nicole Wynia-Eide (Consultant), Lauren Grant (Associate Consultant), Kelly Barns (Consultant), Suzy Parker (Associate Consultant), Kathy Eller (Associate Consultant), Patricia Tafoya-Harris (Associate Consultant), and Renate Tiner (Consultant) will conduct classification analysis and interviews with employees and management, compensation data collection and analysis, internal job analysis, and develop recommendations and implementation strategies.

WORKLOAD

We currently have a team of 25 HR consultants and five administrative support staff – resources that we are able to pool based on each project's needs, to execute projects and to



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meet clients' needs and expectations. Each time we are selected as the successful bidder on a project, we strategize to determine project timelines, deliverable deadlines, and the resources that are required to produce the deliverables as promised. We are poised to accommodate the City's classification and compensation study and plan to devote the necessary resources for the successful execution of the project.

Biographies of the specific staff who will be assigned to this study can be found in the Appendix.

References

AGENCY & PROJECT	CONTACT
City of Corona Citywide Classification and Total Compensation Study, completed 2022.	Ms. Angela Rivera Human Resources Director (951) 672-6777 29844 Haun Rd. Menifee, CA 92586 arivera@cityofmenifee.us Please note: Ms. Rivera is no longer with City of Corona and is now Human Resources Director for City of Menifee. We provide her information as she can provide a reference for our services while at City of Corona.
City of East Palo Alto Classification and Compensation Study, completed 2020.	Ms. Irene Camarena Human Resources Manager (650) 738-7300 540 Crespi Drive Pacifica, CA 94044 icamarena@pacifica.gov Note: Ms. Camarena is now HR Manager at City of Pacifica but can serve as a reference for the work we performed while she worked at City of East Palo Alto.
City of El Cerrito City-wide classification and total compensation study, completed 2024.	Ms. Shannon Bassi Senior Human Resources Analyst (510) 215-4315 10890 San Pablo Avenue El Cerrito, CA 94530 sbassi@ci.el-cerrito.ca.us and Ms. Alexandra Orologas Assistant City Manager AOrologas@ci.el-cerrito.ca.us
City of Fowler Classification & Compensation Study completed 2022	Ms. Wilma Tucker City Manager (559) 834-3113 128 S. 5 th St. Fowler, CA 93625 wtucker@ci.fowler.ca.us
City of Morgan Hill Classification and Compensation Study, completed 2019 (approx. 93 classifications). Total Compensation, completed 2017.	Ms. Christina Turner City Manager (408) 776-7382 17575 Peak Ave Morgan Hill, CA 95037 christina.turner@morganhill.ca.gov

City of Newman Classification and Compensation Study completed, 2023. Total Compensation Study (23 classes), completed 2018.	Mr. Lewis Humphries Finance Director (209) 862-3725 938 Fresno St., 2 nd Floor Newman, CA 95360 lhumphries@cityofnewman.com
City of Ontario Completed Classification and Compensation Studies for several bargaining groups; final report provided in October 2023.	Ms. Amber Smith Senior Human Resources Analyst (909)395-2345 303 E. B Street Ontario, CA 91764 asmith@ontario.gov
City of Pleasant Hill Ongoing Classification and Compensation studies since 2015 to current. Most recent total compensation study completed in 2024. Organizational Study, completed 2016.	Ms. Ericka Mitchell Human Resources Manager (925) 671-5277 100 Gregory Lane Pleasant Hill, CA 94523 emitchell@pleasanthillca.org
City of San Leandro City-wide classification and total compensation study, completion in 2024. Compensation study, completed 2022.	Ms. Emily Hung Human Resources Director (510) 577-6076 835 East 14 th Street San Leandro, CA 94577 EHung@sanleandro.org
City of Santa Rosa City-wide classification and total compensation study, completed 2024. Compensation Study, completed 2017. Classification and Organizational Studies for various departments from 2007 to 2013.	Ms. Golbou Ghassemieh Deputy Director HR (707) 543-3070 100 Santa Rosa Avenue, Room 1 Santa Rosa, CA 95405 gghassemieh@srcity.org
City of Tracy Citywide Classification and Compensation Study completed in 2021.	Ms. JoAnn Weberg Human Resources Manager 333 Civic Center Plaza Tracy, CA 95376 (209)831-6158 Joann.weberg@cityoftracy.org

Work Plan

The City desires human resources assistance to conduct a comprehensive classification and total compensation study for existing City classifications and related classification families, in addition to evaluating the present salary structure compared to the specific job market for comparable positions in the public sector.

The City currently employs approximately 475 employees within 221 classifications.

The study's first level of effort is to initially develop an updated and well-structured classification system and classification descriptions for all study positions that are legally compliant (including Fair Labor Standards Act ("FLSA") and Americans with Disabilities Act ("ADA") requirements), internally aligned, reflective of contemporary standards, and accurately descriptive of current roles, responsibilities, duties, and qualifications. The classification analysis process includes orientation and briefing sessions with employees, management, Human Resources, union representation, and other stakeholders, as appropriate; the completion of a position description questionnaire by employees; and interviews with supervisors and management to address any classification issues. All participating employees will be allocated to an appropriate classification; and draft classification descriptions will be developed and sent back to the City and incumbents for additional feedback and concurrence.

A second level of effort will be to review the City's compensation structure for the studied classifications and to conduct a compensation market survey (salaries plus benefits) using a set of appropriate comparator agencies. The identification of comparator agencies, benchmark classifications, and benefits to be collected is an iterative process that includes all stakeholders. We have found this open discussion philosophy to be critical to our success for organizational buy-in. Once the external data development is completed, we will make specific recommendations for internal equity for non-benchmarked classifications and classifications without a large enough market sampling.

The compensation study will contain specific recommendations regarding the integration of all study classifications into the City's compensation structure, with the goal of developing a clearly designed, internally equitable format that is flexible for career opportunity and future growth. Our study will make recommendations regarding a salary structure that takes the City's compensation preferences into consideration as well as the appropriate placement of each classification on the City's salary schedule.

The study includes a significant number of meetings with the Study Project Team, Human Resources, employees, union representation, and the City Council, as desired. We have expertise in labor/management relations and understand the importance of active participation by all stakeholders to ensure a successful outcome. The meetings and "stakeholder touch-points" that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and create a collaborative and interactive approach resulting in greater buy-in for study recommendations. This interactive approach has resulted in almost 100% implementation success of Gallagher/K&A's studies.

The majority of our clients are unionized and our larger city, county, and special district clients typically have multiple unions. Due to the multitude of stakeholder groups who are affected

by any classification and compensation study Gallagher/K&A conducts, our team understands the importance of accurate and validated data that withstands any scrutiny, effective and ongoing communication throughout each effort, and collaboration with the various stakeholder groups to ensure organizational buy-in to our findings and recommendations. We have developed a unique methodology of stakeholder “touchpoints” and collaboration that has made us highly successful and effective and has earned our team respect, agreement, and understanding from all stakeholders. In addition, we adjust and customize our methodology based on each individual client’s unique needs and circumstances.

We also recognize that both the City and union representatives have obligations to employees and members to ensure that any study is conducted in a fair and equitable manner. Our project work plans are designed for transparency and we strongly encourage dialog with all stakeholders on study deliverables so they in turn can express their concerns; we all have a shared goal of ensuring the process followed is fair and equitable.

This intense and comprehensive stakeholder engagement and our transparent study processes are also a mechanism of quality control. The fact that our information, data, and recommendations have to be able to withstand utmost scrutiny by diverse stakeholders requires an in-depth multi-step quality control process for deliverables. This involves Gallagher/K&A team member validation of classification analyses and compensation data, Gallagher/K&A Project Manager review of all classification and compensation analyses, recommendations and deliverables, and finally Gallagher/K&A Principal (Project Director) review of deliverables before submittal to the client.

STUDY OBJECTIVES

Classification Objectives:

- To analyze and update the City’s classification system and each study position’s classification description and structure through a comprehensive process of job analysis and evaluation, including review of existing documentation, position description questionnaire completion, employee interviews, management interviews, analysis of existing positions and working situations, analysis of levels of duties and responsibilities, and other professional methods, as appropriate;
- To recommend each study position for title change or reclassification (as appropriate), create new classifications (if applicable), eliminate outdated classifications (if applicable), and consolidate classifications assigned to similar functional areas (as appropriate);
- To provide for growth and flexibility of assignment within the new classification structure, where feasible, in recognition that some job duties and responsibilities may evolve over time, as well as to provide adequate career paths and class series/job families that will foster career service within the City;
- To clearly state definitions of job classifications, the typical job functions, and minimum required qualifications such as education, prior work experience, knowledge, skills, abilities, licenses, certifications, and physical demands and working conditions;
- To provide a classification structure that ensures regulatory compliance, including appropriate FLSA designation as well as meeting ADA and EEO regulations; and
- To ensure sufficient documentation and training throughout the study, on methods used to determine appropriate classification and level, methods for logical progression of movement between classifications, classification concepts and distinguishing

characteristics, as well as the delivery of final reports and recommendations to guide the organization in implementing, managing, and maintaining the classification system.

Compensation Objectives:

- To make recommendations regarding a list of appropriate, logical, and defensible comparator agencies, benchmark classifications, and benefits to be collected prior to beginning the compensation portion of the study;
- To collect accurate salary and benefit data from the approved group of comparator agencies and to ensure that the information is analyzed in a manner that is clear and comprehensible to the Study Project Team, Human Resources, management, employees, union representation, and the Council;
- To carefully analyze the scope and level of duties and responsibilities, requirements for successful work performance, and other factors for survey classes, according to generally accepted compensation practices;
- To review the City's compensation structure and practices and develop compensation recommendations, including appropriate internal salary relationships, that will assist the City in recruiting, motivating, and retaining competent staff;
- To develop solutions that address pay equity issues and create a market adjustment implementation strategy supporting the City's goals, objectives, and budget considerations;
- To create a comprehensive final report summarizing the compensation study approach and methodology, analytical tools, findings, and recommended compensation structure; and;
- To ensure sufficient documentation and training throughout the study, on methods used to determine appropriate salary ranges, methods for logical progression within the salary scale for each classification, and other practices, so that our recommendations can be implemented and maintained in a competent and fair manner.

Overall Objectives:

- To review and understand all current documentation, rules, regulations, policies, budgets, procedures, class descriptions, organizational charts, memoranda of understanding, personnel policies, wage and salary schedules, and related information so that our recommendations can be operationally incorporated with a minimum of disruption;
- To conduct project start-up meetings with study stakeholders to discuss any specific concerns with respect to the development of classification and compensation recommendations; finalize study plans and timetables; conduct orientation sessions with management, union leadership, and staff in order to educate and explain the scope of the study and describe what are and are not reasonable study expectations and goals;
- To work collaboratively and effectively with the City and its stakeholders while at the same time maintaining control and objectivity in the conduct of the study; and
- To provide effective ongoing communications throughout the duration of the project and continued support after implementation.

METHODOLOGY / WORKPLAN / DELIVERABLES

Our approach is to complete the classification and job evaluation before completing the compensation review. The reasons for this include:

- The description of the work performed and the requirements for that work are, in the minds of the employees and their supervisors, inextricably associated with the "value of that

work” or compensation, which is often a highly emotional issue. Separating the two phases of the study, even though elements of phases may be conducted concurrently, tends to produce more objective compensation results.

- The compensation review will be completed when there is a full understanding of the work of the City, thereby ensuring that the data developed from the labor market compared to the City’s classifications is accurate.

Given these parameters, our approach is as follows:

PHASE I – CLASSIFICATION STUDY:

Milestone A: Project Kickoff Meetings, Orientations, and Initial Documentation Review

Initial Meetings and Document Review

This phase includes identifying the City’s Study Project Team, contract administrator, and reporting relationships. Our team of Project Managers and Consultants will conduct a briefing session with the Study Project Team to explain process and methodology; create the specific work plan and work schedule; identify subsequent tasks to be accomplished; reaffirm the primary objectives and specific end products; determine deadline dates for satisfactory completion of the overall assignment; determine who will be responsible for coordinating/scheduling communications with employees, management, union representation, and the Council; and develop a timetable for conducting the same.

We will also conduct an initial meeting with Department Heads to provide information regarding study methodology, process, timing, and logistics, and provide them an opportunity to communicate any areas of concerns and pain points they may be experiencing with the current classification and compensation system.

Included in this task will be the gathering of written documentation, identifying current incumbents, and assembling current class descriptions, organizational charts, salary schedules, budgets, memoranda of understanding (“MOU”), personnel policies, previous classification and compensation studies, and any other relevant documentation to gain a general understanding of City operations.

City terminology and methods of current classification and compensation procedures, will be reviewed and agreed to. The Position Description Questionnaire (“PDQ”) will be discussed and customized as needed to meet the study objectives prior to distributing copies to employees. We will discuss methodology, agree to formats for class descriptions and compensation results, identify appropriate comparator agencies, benchmark classifications, and benefits to be surveyed for compensation survey purposes. We will respond to any questions that may arise from the various stakeholders.

Communications and Engagement Plan

We will develop a communications and engagement plan to foster organizational buy-in and acceptance of study outcomes and consultant recommendations throughout the project by City stakeholders including employees. The goal of the communications and engagement plan is to build positive and effective relationships with the study stakeholders, to achieve consensus whenever possible, to strive to understand and take into consideration stakeholders’ ideas, opinions, desires, and issues, and to fully address their concerns. The variety of communication and engagement channels will help inform, consult, involve,

collaborate with, and empower City stakeholders, and ensure that our methodology and “stakeholder touch-points” are followed and executed at each study milestone.

We are committed to working closely with City study advisors (Human Resources, City leadership, employee representatives, if any, and other stakeholders) to understand the needs of the mutual constituencies (employees) and to ensure that the Study Project Team, Gallagher/K&A team, management, and any employee representatives meet the highest standards of stakeholder interaction, including communicating clearly, politely, honestly, and promptly, and treating everyone fairly, equally, and with respect.

Employee Orientations and Distribution of Position Descriptions Questionnaire

We will facilitate an appropriate number of orientation meetings with employees over the course of several days and distribute our Position Description Questionnaire (“PDQ”). While these meetings are not mandatory, they form the beginning of the educational process that continues throughout the study. We will discuss the importance of the employees’ involvement in the study and their participation in PDQ completion and job analysis interviews. Project processes will be explained, expectations will be clarified, and elements that are not a part of the study will also be covered. Questions will be answered and a detailed explanation and examples for completing the PDQ will be given.

In recent years, we have found that it can be a much more efficient and cost effective for our clients to conduct employee orientations virtually because this approach avoids multiple employees having to travel to a central location and potentially losing hours of productivity versus simply clicking on a video link. We can provide the City with the technological options to ensure a smooth process. Our clients have received these operational changes very positively and our client-centric approach and methodology does not change with the venue.

Milestone B. Collection and Review of PDQs and Employee/Supervisor/Manager Interviews

Collection and Review of PDQs

We recommend giving employees in the same classification the option of collaborating on completing a PDQ together, if the employees so choose. At the same time, we will invite employees to complete an individual PDQ if they prefer and if they wish to be interviewed separately. We provide an electronic version of our questionnaire so that employees can more easily complete it. Employees complete the questionnaire and then send it to their supervisor for review, comment, and signature. We typically require a second level of review by the next level of management in the reporting structure. This ensures that all staff have an opportunity to provide information as to what the nature of the job is for each job classification.

Upon receipt of the PDQs in our office, Gallagher/K&A staff will review and analyze the PDQs in detail along with other documentation to obtain an understanding of the duties and responsibilities assigned to each position.

Employee/Supervisor/Manager Interviews

Interviews will be scheduled with employees. Because this is a critical step in the information-gathering and educational process, we recommend scheduling interviews with at least a representative sample of employees in each classification that will be included in the study. Typically, we employ the following approach and interview:

- All employees in single-position classifications;

- An adequate sampling of employees in multiple-position classifications; and
- Any employee who requests an interview.

We will offer employees the option to be interviewed in a group session with incumbents in the same classification or to request an individual interview if they prefer.

Interviews will then be held with supervisory and management staff (division managers, department heads, etc.), who will clarify their own responsibilities and/or confirm the information we have received in the interviews with their staff (we allow more time for these interviews).

The purpose of the interviews is to clarify and supplement the questionnaire data and to respond to potential perception differences regarding roles, tasks, scope, and supervisory responsibilities. The appropriateness of the following will be assessed:

- Work being completed and relationships of positions to each other within a division/department as well as across the organization; and
- Classification structure and reporting structure.

Milestone C. Classification Concept, Preliminary Allocation, and Draft Class Description Development

Classification Concept and Preliminary Allocation Development

Prior to developing detailed class descriptions, our job evaluation will result in a classification concept and employee allocation document that will be submitted to the City for review and approval. We will compare changes in business need and operations, as well as any reorganizations, with the established classification system and job families as well as review internal relationships between classifications to define the reasons for, and effects of, the proposed changes.

Our job analysis method is the whole position analysis approach. Objective factors in the whole position job analysis methodology include:

1. Decision making/judgment
2. Difficulty and complexity of work
3. Supervisory responsibilities
4. Non-supervisory responsibilities
5. Minimum qualifications
6. Working conditions/risk factors
7. Contacts

This document will list broad class concepts and highlight where significant changes are recommended, such as creating or collapsing class series in the same functional area and/or separating or combining classifications assigned to different functional areas. We will review and analyze potential career ladders and promotional opportunities, including clearly delineated and distinguished levels within classification series. We will also review and update established titling guidelines.

A detailed, incumbent-specific allocation list for each position included in the study will be prepared, specifying current and proposed classification title and the impact of our recommendations (reclassification – upgrade or downgrade, title change, or no change).

After we have completed this process, a meeting will be arranged to review any recommended changes to the classification plan with the Study Project Team.

Draft Class Description Development

After preliminary approval of the class concepts and allocation lists, new and/or updated class descriptions will be developed for each proposed classification, following the format approved by the City. From the review of the PDQs and employee interviews, we will update duties, responsibilities, and minimum qualifications of each class specification. We will develop new class specifications if duties, responsibilities, and minimum qualifications have changed significantly, and/or if we recommend new classifications/class levels.

Following EEO Uniform Guidelines, we will review, analyze, and update knowledge, skills, abilities, education and experience, position definitions, purpose, distinguishing characteristics, supervision received and exercised, position functions and special requirements including licensing and certifications.

We will also review and update physical demands based on the most typical job functions of each classification in accordance with the ADA. Finally, we will review each classification's typical job functions and determine exempt vs. non-exempt status in accordance with "white collar" exemptions under the FLSA.

Milestone D. Facilitation of Draft Class Description Review, Finalization of Classification Plan, and Draft of Interim Report and Final Report

A draft copy of the revised/new class description will be submitted to the Study Project Team and subsequently to each manager for review to provide comments and concerns regarding any modifications to the classification structure and specifications. Our experience has been that this is one of the most critical phases of the project (as well as one of the most time-consuming). Our proactive and effective communication process at this juncture has always avoided formal appeals, adversarial meetings, or major conflicts at the conclusion of our studies.

We will work with the study's stakeholder groups, including employee representation, to determine the best approach to reviewing the draft classification specifications, and how to provide feedback to us. We will partner with Human Resources to coordinate the review process.

Allocation and/or class description changes will be made as required and the class specifications will be finalized and submitted for approval. We will provide a written response to stakeholder feedback to inform stakeholders of the outcome of their concerns.

A Draft Interim Report of the Classification Study will be completed and submitted to the Study Project Team for review and comment. The report will contain:

- Documentation regarding classification methodology and process as well as all findings, analysis, and resulting recommendations for each studied position;
- The recommended allocation list, classification title changes, job family and career ladder/career growth issues, reporting relationships, and other factors; and
- Classification concepts as well as methods used to determine appropriate classification and level, methods for logical progression between classifications, distinguishing characteristics, and other pertinent information for implementation and continued maintenance of the recommendations.

Once we have received the City's comments regarding the Draft Interim Report and have made any necessary changes, a Final Classification Report will be developed.

PHASE II – TOTAL COMPENSATION STUDY:

Milestone A: Determination of Survey Elements and Delivery of Market Survey

During the initial meeting with the Study Project Team, we will discuss and agree to the compensation study factors. We will identify appropriate, logical, and defensible comparator agencies that will be included in the external market survey, which will be the foundation for ensuring that the City's compensation plan is competitively aligned with the external labor market. We will also identify those classifications that will be surveyed in the market (i.e., benchmark classifications), with the intention of internally aligning the remaining classifications with those that were surveyed.

1. Determination of Comparator Agencies

The selection of comparator agencies is a critical step in the study process. We typically use the following factors to identify appropriate comparators and will receive approval before proceeding with the compensation study.

Our recommended methodology is that we involve management, Human Resources, employee representation, and the Council, in the decision-making process of selecting which comparable agencies are included, **PRIOR** to beginning the study. Our experience has shown that this is the most successful approach. The factors that we typically review when selecting and recommending appropriate comparator agencies include:

- **Organizational type and structure** – While various organizations may provide overlapping services and employ some staff having similar duties and responsibilities, the role of each organization is unique, particularly in regard to its relationship to the citizens it serves and level of service expectation. During this iterative process, the City's current/ previous list of comparators, if any, and the advantages/disadvantages of including them and/or others would be discussed.
- **Similarity of population served, City demographics, City staff, and operational budgets** – These elements provide guidelines in relation to resources required (staff and funding) and available for the provision of services.
- **Scope of services provided** – While having an organization that provides all of the services at the same level of citizen expectation is ideal for comparators, as long as the *majority* of services are provided in a similar manner, sufficient data should be available for analysis. When reviewing this factor, the City's unique services would be evaluated in order to ensure that the majority of comparators

provide the same services. This ensures that each comparator yields a sufficient number of matches for the City's jobs.

- **Labor market** – The reality of today's labor market is that many agencies are in competition for the same pool of qualified employees, because large portions of the workforce don't live in the communities they serve, are accustomed to lengthy commutes, and are more likely to consider changing jobs in a larger geographic area than in the past. In addition, working-from-home opportunities and hybrid work schedules have further changed the landscape of supply and demand of talent. Therefore, the geographic labor market area (where the City is competing for talent) is taken into consideration.
- **Cost of living and cost of labor** – The price of housing and other cost-of-living related issues are some of the biggest factors in determining labor markets and the appropriateness of comparator agencies. When the identified survey market includes comparators that are located outside of the City's geographic area, we analyze cost of labor to ascertain whether there are significant differences and, if so, we are able to apply geographic cost-of-labor adjustments factors to the market data to ensure and apples-to-apples comparison.

We typically recommend using 10-12 comparator agencies for all survey benchmarks in order to achieve statistical significance but are flexible and can easily use a different approach based on the City's preferences.

2. Determination of Benchmark Classifications

In the same collaborative manner as described in Step 1 above, we will work with the City's stakeholders to select those classifications that will be surveyed. "Benchmark classes" are ordinarily chosen to reflect a broad spectrum of class levels. In addition, those that are selected normally include classes that are most likely to be found in other similar agencies, and therefore provide a sufficient valid data sample for analysis. Internal relationships will be determined between the benchmarked and non-benchmarked classifications and internal equity alignments will be made for salary recommendation purposes.

Due to the fact that the labor market typically yields reliable data, we recommend using approximately 60-65% of all classifications as benchmarks.

3. Determination of Salary and Benefits Data to Be Collected

In addition to base salaries, benefit data elements for a total compensation study normally include at least the following (which are generally available to all staff in a specific job classification):

- **Monthly Salary** – The top of the published salary range. All figures are presented on a monthly or annual basis. We normalize the salary data to reflect number of hours in the work week and/or roll-up of retirement or other benefits in base salaries.
- **Employee Retirement** – This includes two figures: the amount of the employee's State or other public or private retirement contribution that is contributed by the agency and the amount of the agency's Social Security contribution.
- **Insurance** – This typically includes Health, Dental, Vision, and other insurance coverage.

- **Leave** – Other than sick leave, which is usage-based, leave is the amount of days off for which the agency is obligated. We will discuss with the City whether leave days/hours should be converted to direct salary cost in dollars or represented in days/hours.
 - **Vacation:** The number of vacation days after five years of employment.
 - **Holidays:** The number of holidays (including floating).
 - **Administrative/Personal Leave:** Administrative leave is normally the number of days available to management staff in lieu of overtime. Personal leave may be available to other groups of employees to augment vacation or other paid time off.
- **Deferred Compensation** – We report any employer contribution made on the employee's behalf, whether an employee-matching contribution is required or not.
- **Other** – This category includes any other benefits that are available to all employees within a classification and not already specifically detailed.

Data from Comparators and Preliminary Analysis of Data

Gallagher/K&A does not collect market compensation data by merely sending out a written questionnaire. Our experienced compensation analysts conduct all of the data collection and analysis to ensure validity of the data and quality control. We collect classification descriptions, organization charts, salary schedules, personnel policies, budgets, MOUs, and other information via website, by telephone, or email directly from each comparator agency. We then compare job description to job description and not just job titles, therefore ensuring true “matches” of at least 70%, which is the threshold we use to determine whether to include a comparator classification or not. As mentioned above in the classification methodology above, our job analysis method is the whole position analysis approach, which we apply here as well.

We also schedule appointments with knowledgeable individuals at each comparator to answer specific questions. We find that information collected using these methods has a very high validity rate and allows us to substantiate the data for employees, management, and governing bodies.

Data will be entered into spreadsheet format designed for ease of interpretation and use. Information will be calculated based upon average and median figures allowing the City to make informed compensation decisions. Other elements of the compensation survey report are agencies surveyed; comparable class titles; salary range maximum/control point; number of observations; and percent of the City's salary range above/below the market values.

In addition, we will include any type of statistical representation and analysis that the City desires such as 60th, 70th, or any other percentiles per the City's compensation philosophy.

Benefits data will be displayed in an easy-to-read format. You will receive three sets of spreadsheets per classification, one with base pay, one with the benefits detail, and one with total compensation statistical data. In addition, we are often asked to collect “additional” benefits, which we typically report on a separate spreadsheet.

Milestone B. Draft Compensation Findings/Stakeholder Review and Feedback

As part of our transparent approach and communication strategy to ensure organizational buy-in to the study, we share the market survey with the organization. We first distribute our draft findings to the Study Project Team. After their preliminary review, we will meet with the Study Project Team and other stakeholders (including Human Resources, management, employees, and/or employee representation) to clarify data, to receive requests for reanalysis of certain comparators, and to answer questions and address concerns. This provides an opportunity for our team to engage with study stakeholders in a collaborative manner. If questions arise, we conduct follow-up analysis to reconfirm our original analysis and/or make corrections, as appropriate.

Milestone C. Development of Recommendations, Final Reports, and Presentations

Analysis of Internal Relationships and Alignment

To determine internal equity for all studied positions, considerable attention is given to this phase of the project. It is necessary to develop an internal position hierarchy based on the organizational value of each classification. Again, we utilize the whole position analysis methodology as described earlier.

By reviewing those factors, we will make recommendations regarding vertical salary differentials between classes in a class series, for example, as well as across departments. This analysis will be integrated with the results of the compensation survey and the City's existing compensation plan.

The ultimate goal of this critical step in the process is to address any potential internal equity issues and concerns with the current compensation system, including compaction issues between certain classifications. We will create a sound and logical compensation structure for the various levels within each class series, so that career ladders are not only reflected in the classification system but also in the compensation system, with pay differentials between levels that allow employees to progress on a clear path of career growth and development. Career ladders will be looked at vertically as well as horizontally.

Compensation Structure Development

We will review and make recommendations regarding the City's salary structure (set of salary ranges, salary differentials, steps within ranges, and/or alternative compensation plans) within which the classes are allocated, based upon the City's preferred compensation model. We will also work with the City on their compensation philosophy as it relates to market position and the formulation of their compensation plan. This analysis will result in external pay equity, solutions to address any pay equity issues, and an implementation strategy supporting City goals, objectives, and budget considerations.

Draft recommendations will be discussed with the Study Project Team and management for discussions and decisions on overall pay philosophy and the practicality of acceptance and prior to developing an Interim Report.

Final Report

A Draft Interim Report of the Compensation Study will be completed and submitted to the Study Project Team for review and comment. The report will include:

- An executive summary of the compensation study results;
- A set of all market data spreadsheets;
- A proposed compensation structure;
- A proposed salary range placement document;
- A procedure to address employees whose current base pay either falls below the minimum of or exceeds the maximum of their newly assigned pay range;
- Implementation options surrounding our recommendations; and
- A guide for implementing, managing and maintaining the compensation system.

Once all of the City's questions/concerns are addressed and discussed, a Final Classification and Compensation Report will be created and submitted in the City's preferred format. The Final Report will incorporate any appropriate revisions identified and submitted during the review process.

Final Presentation

Our proposal includes multiple meetings and weekly oral and written status/progress updates to the Study Project Team. Regarding the involvement of the City Council, we recommend at least one initial meeting to identify the comparator agencies to be included in the study, one interim study session (to discuss the initial findings of the compensation study), and one final presentation of our Final Report. Of course, we are flexible regarding having more or less interaction with the Council, based on the City's preferences.

EXPECTATIONS OF CITY SUPPORT:

In order to conduct this study in the most timely and cost-effective manner, we ask for support in the following areas:

- Timely provision of written documentation, such as current class specifications, union contracts, organizational charts, budget documents, salary schedules, past studies, etc.;
- Assistance in the notification and scheduling of initial kickoff and other meetings and the provision of adequate interview tools and resources;
- Assistance in the compilation of current descriptions with the PDQ; collecting and forwarding questionnaires; and in ensuring that materials are completed and returned in a timely manner; and
- Meeting agreed-upon timelines.

In terms of time commitment for City staff, we understand that the City hires an outside consultant to conduct and coordinate the entire effort. Therefore, it is our goal to reduce the time commitment of City staff as much as possible and to only request assistance in the coordination of some of the steps in the process, such as scheduling meetings, disseminating information, and in general, being a channel of communication between our firm and employees.

COMMUNICATION WITH THE CITY:

Our typical communication model includes at least weekly or biweekly written status updates, or virtual meetings, to keep the City informed on where we are during each phase of the project.

In addition, the study includes a significant number of meetings with the Study Project Team, human resources, management, employees, and the Council, as desired. The meetings and "stakeholder touch-points" that we recommend ensure understanding of the project

parameters, enhance accurate intake and output of information, and foster a collaborative and interactive approach that will result in greater buy-in for study recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of Gallagher/K&A's studies.

POST-STUDY CONSULTATION AND SUPPORT:

We are committed to providing the City with the highest-quality product and service. Providing ongoing consultation and support after study completion is a service that is included in our professional fees and a continued relationship-building aspect of our client relationship that we highly value.

We often find that clients will call or email with follow-up questions and to discuss certain aspects of the study, ask why decisions and recommendations were made, and other important components of the study. We consider post-implementation support as part of our customer service.

Should the City request any additional meetings and/or training after completion of the study and/or other specific, identifiable work efforts, such as single-position compensation reviews or conducting annual surveys, we would honor our composite hourly rate for actual hours worked. However, from experience, we expect that most follow-up support will be conducted via telephone and email and this is absolutely included in our project fee for this project.

STAKEHOLDER ENGAGEMENT:

We believe in an interactive and collaborative process with the whole organization and in a high level of stakeholder contact and interaction to ensure organizational buy-in to the study throughout the entire process. Following are the major milestones at which we touch base with Human Resources, employees, managers, and other stakeholders, as appropriate:

- Initial study kick-off meetings with stakeholders;
- Stakeholder input regarding a list of appropriate comparator agencies, benchmark classifications, and benefits to be collected;
- PDQ completion and review;
- Employee and management interviews;
- Human Resources, management, and other stakeholder review of draft class descriptions;
- Contact with management and employees to address final classification issues.
- City stakeholder review of compensation study data and contact with them to address any challenges to the market comparables we identified;
- Stakeholder input on internal salary relationship analysis and recommendations; and
- Stakeholder input regarding final compensation plans and structure recommendations.

These steps will ensure that the study results in a product that is accepted and trusted by all levels within the organization. Beyond sound mechanics, our approach includes sufficient communication steps to ensure that the study methodology is understood and the results are regarded as expert, impartial, and fair.

Project Timeline

We understand that the City would like to complete the entire project no later than January 2026. While this is ambitious, we anticipate that this can be accomplished if we agree and adhere to tight project deadlines, including the City's review of and feedback on Gallagher's deliverables in a timely manner.

We propose commencing the project as soon as possible in April 2025 and anticipate completion by January 2026.

The following is a suggested timeline (which can be modified based on the City's needs):

MILESTONES	PHASE I: CLASSIFICATION STUDY	COMPLETION BY
A.	Project Kickoff Meetings, Orientations, and Initial Documentation Review	Weeks 1-3
B.	Collection and Review of PDQs and Employee/Supervisor/Manager Interviews	Weeks 8-13
C.	Classification Concept, Preliminary Allocation, and Draft Class Description Development	Weeks 14-30
D.	Facilitation of Draft Class Description Review, Finalization of Classification Plan, and Draft of Interim Report and Final Report	Weeks 30-35

MILESTONES	PHASE II: COMPENSATION STUDY	COMPLETION BY
A.	Determination of Survey Elements and Market Survey Delivery	Weeks 20-30
B.	Draft Compensation Findings/Stakeholder Review and Feedback	Weeks 31-37
C.	Development of Recommendations, Final Reports, and Presentations	Weeks 37-40

Fee

We have often found our process requires a very high level of time commitment, which sometimes results in a higher proposal cost. We believe that our methodology and implementation success rate is attributable to the significantly greater level of contact we have with employees, employee representation, management, and the governing body. The time we commit to working with employees (orientations and briefings, meetings with employees via personal interviews, sharing of compensation survey data, etc.) results in significantly greater buy-in throughout the process.

In fact, our firm has only had a handful of formal appeals to any of our studies in over 40 years in business. It has been our experience that the money and time invested in stakeholder communication throughout the study are money and time saved during implementation. Our goal is to conduct each study the right way the first time. Numerous times our firm has been hired after an agency has gone through an unsuccessful study whose results were rejected or appealed and whose implementation was very controversial. Whenever our firm was hired after such an unfortunate experience, study stakeholders were amazed at our open and inclusive process, our efforts to elicit equal stakeholder input, and our development of recommendations that were accepted as fair and reasonable and understood by management, employees, and the governing body. Our clients always provide feedback that our process is professional, comprehensive, understandable, timely, and inclusive.

Due to a shift in our industry to conducting studies virtually and our own efforts to be as green a business as possible (which our public agency clients always appreciate), our cost proposal assumes that all meetings and presentations will be conducted virtually/remotely and no onsite travel to City offices will occur. Should the City desire onsite meetings, we will be happy to provide our per diem cost for onsite meetings based on travel time and market rate travel cost at the time.

MILESTONES	PHASE I: CLASSIFICATION STUDY	AMOUNT	BILLING STRUCTURE
Ongoing Project Status Meetings throughout the Study		\$6,600	Invoice #1: 25% of Project Fee upon Contract Execution - \$66,550
A.	Project Kickoff Meetings, Orientations, and Initial Documentation Review	\$5,500	Invoice #2 = \$66,550
B.	Collection and Review of PDQs and Employee/Supervisor/Manager Interviews (this assumes up to 285 PDQs and up to 285 interviews)	\$72,600	
C.	Classification Concept, Preliminary Allocation, and Draft Class Description Development (this assumes that some currently vacant classifications may be eliminated and potentially new ones will be created, for a total of 200 classifications)	\$144,100	Upon Completion of Developing 50% of Draft Class Descriptions: Invoice #3 - \$66,550

			Upon Completion of Developing 100% of Draft Class Descriptions: Invoice #4 - \$66,550
D.	Facilitation of Draft Class Description Review, Finalization of Classification Plan, and Draft of Interim Report and Final Report	\$37,400	N/A
Total Fee for Phase I - Classification Study		\$266,200	\$266,200

MILESTONES	PHASE II: COMPENSATION STUDY	AMOUNT	BILLING STRUCTURE
A.	Determination of Survey Elements and Market Survey Delivery (this assumes up to 10 comparators, up to 115 benchmark classifications, and total compensation including benefits)	\$83,600	Upon Completion of 50% of Market Survey: Invoice #5 – \$38,133.33 Upon Completion of 100% of Market Survey: Invoice #6 - \$38,133.33
B.	Draft Compensation Findings/Stakeholder Review and Feedback	\$17,600	
C.	Analysis of Internal Relationships and Alignment; Compensation Structure; Final Report & Guidelines for Implementation; Final Presentation	\$13,200	Remaining Project Fee: Invoice #7 - \$38,133.34
Total Fee for Phase II: Compensation Study		\$114,400	\$114,400
Expenses are included in the project fee		N/A	N/A
<i>Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage</i>			
TOTAL PROJECT COST		\$380,600	\$380,600

Our cost proposal does not include time to support the City during any labor negotiations that may follow this study. If we are needed for this work, our composite hourly rate will apply and we will charge on a time-and-materials basis.

Disclosures

We confirm that our Firm and employees that would work on the City's study are free of any actual or perceived conflicts of interest. We further confirm there is no financial or other interest which could be a possible conflict of interest in performing the services of the RFP. We confirm this includes any activities or relationships our Firm has that might create a conflict of interest.

Contractual Considerations

We will be pleased to sign the City's professional services agreement for a Compensation Study. We respectfully request that the City will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all our clients in the past and appreciate the City's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

The following are terms we would like to review with the City if we are fortunate to be selected for this project:

- Gallagher is pleased to submit this proposal to the City. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties.
- Gallagher is not a federal contractor or subcontractor. Therefore, Gallagher cannot agree to federal contracting provisions contained within the RFP.
- Section 7 (Right to Refuse Personnel) (PDF Page 10) - This section needs modified so that no prior approval of personnel is required from the City of Manteca. Gallagher will provide notice of substitutions after they occur. Gallagher can agree to a reasonable time period to provide such notice and will use good faith efforts to ensure that the City of Manteca is satisfied with any replacement personnel assigned
- Section 7 (Right to Refuse Personnel) (PDF Page 10) - Gallagher shall comply with all state and federal laws related to verification of work eligibility, as well as company processes related to background investigation.

All employees hired by the divisions of Arthur J. Gallagher & Co. consent to, and are subjected to a rigorous background investigation prior to beginning employment with the company. Background checks are facilitated by external providers and include: federal criminal (7 years, all districts as revealed by Social Security Number (SSN) trace); criminal felony & misdemeanor (7 years, all counties as revealed by SSN trace, education and employment addresses); verification of education (highest degree obtained); employment verifications (7 years history, up to ten previous employers); U.S. Government Prohibited Parties; SSN trace; and in some cases where appropriate based on responsibilities of the role, motor vehicle records or credit checks.

Gallagher also participates in the U.S. eVerify program in conjunction with processing of new hire I-9 Employment Eligibility Verification forms at the time of start date. Additionally, all active U.S. employees consent to ongoing background check procedures where

applicable, including ongoing Prohibited Parties verification, which is performed on a monthly basis.

- Section 7 (Right to Refuse Personnel) (PDF Page 10) - Gallagher does not drug test, so we cannot certify that we do.
- Section 3 (PDF Page 13) - Note that Gallagher does not offer “general price reductions”, so this section would never apply.
- Section 8 (PDF Page 13) - This section should make clear that Client shall own all final deliverables provided to Client by Gallagher as part of the services provided under this Agreement, provided however, Gallagher shall retain sole and exclusive ownership of all right, title, and interest in, and to, its intellectual property and derivatives thereof which no data or Confidential Information of the Client was used to create and which was developed entirely using Gallagher’s own resources, including any and all pre-existing or independently developed know-how, methods, processes and other materials prepared by Gallagher. To the extent Gallagher’s intellectual property is necessary for the Client to use the deliverables provided under this Agreement, Gallagher grants to Client a non-exclusive, royalty-free license to Gallagher’s intellectual property solely for Client’s use of such deliverables.
- Section 9 (PDF Page 14) - Unless otherwise required by applicable law, Gallagher cannot agree to permit City to audit after the agreement ends. They can audit during the agreement.
- Section 9 (B) (Last Para) (PDF page 14) - Gallagher may retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product, and in accordance with legal disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), provided that the information will remain Confidential as long as it is retained.
- Section 12 (B) (PDF Page 15) - This section needs modified so that no prior approval of personnel is required from the City. Gallagher will provide notice of substitutions after they occur. Gallagher can agree to a reasonable time period to provide such notice and will use good faith efforts to ensure that the City is satisfied with any replacement personnel assigned.
- Section 15 (PDF Page 15-16) - Indemnification should be limited to grossly negligent acts and omissions, breaches of the contract, intentional misconduct, or violations of law.
- Section 15 (PDF Page 15-16) - Note: A limitation of liability of fees paid needs to be added to the indemnification provision.

It is our practice to provide the coverage below in lieu of the City contract insurance language. We therefore propose to replace the insurance language in the RFP’s sample agreement with coverage language provided by Gallagher as follows:

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence;

- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.



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Signature Page

Gallagher, formerly known as Koff & Associates, intends to adhere to all of the provisions described above.

This proposal is valid for 120 days.

Respectfully submitted,

By: **GALLAGHER, FORMERLY KNOWN AS KOFF & ASSOCIATES,**
State of California

Georg S. Krammer

April 10, 2025

Managing Director, Compensation and Rewards Consulting



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Appendix

Project Team Biographies

Georg S. Krammer, M.B.A., S.P.H.R. Managing Director

Georg brings over 25 years of management-level human resources experience to Gallagher, formerly Koff & Associates (K&A), with an emphasis in classification and compensation design; market salary studies; organizational development; executive recruitment; performance management; and employee relations, in the public sector and in large corporations as well as small, minority-owned businesses.

After obtaining a Master of Arts in English and Russian and teaching credentials at the University of Vienna, Austria, Georg came to the United States to further his education and experience and attained his Master of Business Administration from the University of San Francisco. After starting his HR career in Wells Fargo's college recruiting department, he moved on to HR management positions in the banking and high-tech consulting industries. He spent five years in the private sector where he served as an HR Manager, and Administrative Officer, and then HR Director before entering the public sector in his current consulting role. With his wide-ranging and deep experience as a well-rounded classification and compensation expert, his education in business and teaching, his depth and breadth of experience with public sector HR needs, programs, and functions, Georg's contributions to Gallagher's variety of projects greatly complements our Human Resources and Recruitment Services team.

Georg has spearheaded several hundreds of classification, compensation, organizational, strategic planning, etc., studies for hundreds of cities, towns, counties, and special districts throughout the State of California, and the Western Region, and has contributed to more than quadrupling the size of Koff & Associates as a result of the success of his projects and the subsequent expansion of the business through referrals from satisfied clients. Georg joined K&A in 2003, served as its Chief Executive Officer from 2005 to 2021, was instrumental in K&A's joining Gallagher in 2021, and has been serving as Managing Director since then.

In the last few years, Georg has been the Project Director/Key Personnel for classification and/or compensation studies, organizational assessments, and other HR projects, at the following agencies:

- **Cities/Towns:** Alameda, American Canyon, Anaheim, Arroyo Grande, Bellflower, Campbell, Citrus Heights, Coachella, Concord, Cotati, Gilroy, La Cañada Flintridge, Lomita, Los Altos, Los Altos Hills, Menifee, Menlo Park, Morro Bay, Murrieta, National City, Newport Beach, Oakland, Oxnard, Palm Desert, Perris, Pleasant Hill, Port Hueneme, Redlands, Redwood City, Sacramento, San Diego, San Jose, San Marino, Santa Ana, Santa Barbara, Santa Clara, Saratoga, Sausalito, Seal Beach, Spokane (Washington), Vallejo, West Sacramento, Westminster, Yucca Valley, Yreka
- **Counties:** Bernalillo (New Mexico), Fresno, Monterey, Orange, Placer, San Joaquin, Sonoma, and Trinity.
- **Courts:** Habeas Corpus Resource Center, Superior Court of Kern County, Superior Court of Orange County, Superior Court of Santa Barbara.

- **Education:** College of the Sequoias, Excelsior Charter Schools, First 5 Alameda, Foothill-De Anza Community College District, Riverside Community College District, West Valley Mission Community College District.
- **Special Districts:**
 - Air Quality: Monterey Bay Air Resources District, South Coast Air Quality Management District
 - Community Services District: Cosumnes CSD, Desert Recreation District, Hayward Area Recreation and Park District, Helendale Community Services District, Heritage Ranch Community Services District, Incline Village General Improvement District, Phelan-Pinon Hills Community Services District, Town of Discovery Bay CSD, Truckee Donner Recreation & Park District, Tualatin Hills Park & Recreation District
 - Fire and Police Protection: East Contra Costa Fire Protection District, Orange County Fire Authority, Sacramento Metropolitan Fire District
 - Housing/Economic Development: Alameda Housing Authority, Housing Authority of the City of San Buenaventura, Housing Authority of the County of Alameda, Housing Authority of County of Santa Barbara, Housing Authority of County of San Luis Obispo, Oakland Housing Authority, Santa Clara County Housing Authority, San Bernardino County Housing Authority
 - Open Space: Local Agency Formation Commission (LAFCO) of Santa Clara County
 - Public Utilities: East Bay Municipal Utility District, Inland Empire Utilities Agency, North Tahoe Public Utility District, Southern California Public Power Authority
 - Transportation: Alameda County Transportation Commission, El Dorado County Transit Authority, Golden Gate Bridge Highway and Transportation District, Livermore Amador Valley Transit Authority, Long Beach Transit, Marin Transit District, Metropolitan Transportation Commission, Ontario International Airport, Orange County Transportation Authority, Port of Hueneme, Port of Long Beach, Port of Oakland, Riverside County Transportation Commission, Sacramento Area Council of Governments, Sacramento Regional Transit District, San Bernardino County Transportation Authority, San Bernardino International Airport, San Francisco Bay Area Water Emergency Transportation Authority, Santa Barbara County Association of Governments, Santa Clara Valley Transportation Authority, Sonoma-Marin Area Rail Transit, Transportation Corridor Agencies, Western Riverside Council of Governments
 - Wastewater: California Association of Sanitation Agencies, Central Marin Sanitation Agency, Encina Wastewater Authority, Leucadia Wastewater District, Napa Sanitation District, Ojai Valley Sanitary District, Orange County Sanitation District, Oro Loma Sanitary District, Truckee Sanitary District, Union Sanitary District, Vallejo Flood and Wastewater District
 - Water: Bay Area Water Supply & Conservation Agency, Beaumont Cherry Valley Water District, Central Coast Water Authority, Cucamonga Valley Water District, Eastern Municipal Water District, Joshua Basin Water District, Marina Coast Water District, Metropolitan Water District of Southern California, Min-Peninsula Water District, Mojave Water Agency, Monte Vista Water District, Mt. View Sanitary District, Oakwood Lake Water District, Paradise Irrigation District, Rancho California Water District, San Bernardino Valley Water Conservation District, Santa Clarita Valley Water Agency, Sonoma County Water Agency, South Coast Water District, State Water Contractors, Sweetwater Authority,

- Trabuco Canyon Water District, Vallecitos Water District, Valley County Water District, West Basin Municipal Water District, Western Municipal Water District, Zone 7 Water Agency
- Other: Cooperative Agricultural Support Services Authority, Los Angeles County Employees Retirement Agency, Orange County Mosquito & Vector Control District

Georg will be key personnel and serve as the Co-Project Director for this project; he will coordinate all of Gallagher's efforts, will attend all meetings, and will be responsible for all work products and deliverables.

Mike Harary, B.B.A., M.B.A.
Project Manager

Mike Harary possesses over 38 years of municipal HR management experience including serving as a Human Resources Director for two municipalities in Southern California. He has been involved in all aspects of Human Resources for the cities of La Mirada, Orange, Westminster, and Downey, including serving as Chief Labor Negotiator, managing recruitment and selection processes for all types of municipal government positions, handling employee benefits functions, responding to labor and employee relations issues, complying with labor laws, conducting personnel investigations, and managing a variety of general human resources functions. He has also served as a consultant with Koff and Associates/Gallagher since 2019 managing numerous classification and compensation studies for multiple cities, counties, and special districts throughout California.

Mike has a bachelor's degree in business administration emphasizing in Human Resources Management from California State University, Long Beach, and a Master of Business Administration, also from Cal State Long Beach.

Some of the K&A classification and compensation projects Mike has worked on include but are not limited to:

Cities: Bellflower, Chico, Chino, Corona, Davis, Duarte, East Palo Alto, El Monte, Fullerton, Gardena, Gilroy, Glendora, Hemet, Imperial, La Canada Flintridge, Lomita, Lompoc, Ontario, Phoenix (AZ), Pittsburg, Pomona, Rialto, Rohnert Park, San Marino, Spokane (WA), Twentynine Palms, and Upland.

Special Districts: Altadena Library District, Banning Library District, Big Bear Lake Department of Water & Power, Buena Park Library District, CalOptima Health, Camrosa Water District, Chino Basin Water Conservation District, Cucamonga Valley Water District, Delta Diablo Sanitation District, Garfield County Public Library District (CO), Greater Los Angeles County Vector Control District, Hi Desert Water District, Housing Authority of the City of Santa Barbara, Housing Authority of the County of Santa Barbara, Jurupa Community Services District, Las Vegas-Clark County Regional Library District (NV), Livermore Area Recreation and Park District, Los Angeles County Employees Retirement Agency, Mission Springs Water District, New Mexico Department of Transportation (NM), North Marin Water District, Orange County Water District, Port of San Diego, Tri-City Mental Health Authority, Victor Valley College, and Yorba Linda Water District.

Mike will provide managerial project support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and

analysis, internal job analysis, development of recommendations, and implementation strategies.

Kari Mercer, SPHR
Project Manager

Kari has over 13 years of human resources experience serving on staff for private and public sector organizations in addition to serving in a consulting capacity. Her experience includes work in classification and compensation, labor relations, MOU administration, policy development and administration, recruitment and examination, and general human resources administration.

As a human resources consultant, Kari has specialized in managing and conducting a diverse range of classification and compensation studies for public sector agencies throughout California and agencies in Arizona, New Mexico, Texas, and Maryland. As a project manager, she provides leadership to project teams and works closely with client stakeholder groups to ensure quality deliverables and successful project outcomes.

She earned her B.S. degree in Business Administration with an emphasis on Human Resources Management at California State University, Fresno and is a certified Senior Professional in Human Resources (SPHR).

Kari will provide managerial project support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Lindsay Christopher
Senior Consultant

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. Prior to joining Koff & Associates, she worked at the East Bay Regional Park District, where she continued to focus on classification and compensation projects.

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 classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Monica Garrison-Reusch, B.A., M.B.A.
Consultant

Monica has over 15 years of human resource program experience, all of which have been spent serving as either a team consultant or project manager on projects working with public

sector agencies. Monica's primary professional focus over the last several years has been on classification and compensation practices.

Prior to joining K&A in 2016, Monica performed classification and compensation consulting services as either a team member or project manager on varied projects including large scale studies done for the Counties of Madera, Sacramento, Bernalillo (in New Mexico), and the California State Department of Personnel Administration. Monica also developed and served as a Co-Trainer for a two-day course on Classification and Compensation.

Monica's depth of experience allows her to provide a broad range of human resources services to public agencies. She specializes in compensation projects focusing on both base salary and total compensation analysis studies. Monica has also worked on project teams conducting classification studies and organizational analysis, including performing the full range of classification analysis and conducting in-depth survey and analysis of organizational structures and past organizational practices.

She earned an MBA with an emphasis in Marketing at Golden Gate University and a Bachelor of Science in Business Administration from the University of Southern California.

Monica will provide Senior H.R. Associate support for this project, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Arlene Marks Gibbs, BS, MPA, SPHR, IPMA-CP
Associate Consultant

Arlene Gibbs possesses over thirty years of Human Resources management experience including spending over twenty years in the public sector working for both large and small education, municipal and special district organizations in California.

Her public sector experience includes serving as the Chief Human Resources Officer for San Diego State University which is the largest California State University campus with over 6,700 faculty and staff. While at San Diego State, Arlene led the HR Directors Committee for the 23 campus system of HR service delivery. Her experience also includes senior and executive HR management roles with several small and large public agencies including the City of San Jose, the City of Tustin as well as air and water/wastewater special districts.

Arlene's experience includes all facets of Human Resources, Employee & Labor Relations. She is an experienced labor contract negotiator having negotiated many public sector labor agreements while serving as the Chief Spokesperson/Labor Negotiator. In addition, her experience includes managing recruitment and selection processes for all types of public sector positions, handling employee benefits functions, responding to labor and employee relations issues, coordinating classification and compensation studies, complying with labor laws, conducting personnel investigations, and managing a wide variety of general human resources functions.

Arlene holds a Masters' Degree in Public Administration from California State University Northridge and a Bachelor of Science Degree in Business Administration with an emphasis in

Labor Relations from California State University Long Beach. She also is certified as an IPMA-CP and as a Senior Professional in Human Resources (SPHR).

Arlene has also led and participated in local, regional as well as statewide efforts in small and large agencies with the League of California Cities, IPMA as well as serving as a resource for City, County, State and Local Boards, Councils, Committees and Commissions.

Arlene will provide Senior H.R. Associate support throughout each effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Sarah Nunes, M.A.
Consultant

Sarah's professional qualifications include over 19 years of public sector experience with the Human Resources Department of the City of San José. Starting at the analyst level and eventually rising to Division Manager, she gained experience in recruitment and selection, classification and compensation, and general human resources administration. Sarah joined Koff & Associates in 2017, and has worked on many Classification and Compensation studies.

Sarah earned her B.A. degree in Anthropology from Beloit College, in Wisconsin, and was awarded her M.A. in Anthropology from California State University, in Chico.

Sarah will provide H.R. Associate support for this project, including classification analysis, interviews with employees and management, comparator analysis, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Ariele Rodriguez, M.A.
Associate Consultant

Ariele has eighteen years of public and private-sector human resources and management work experience including seven years as a project consultant performing base and total compensation studies for CPS HR Consulting. Her work experience includes compensation, classification, employee relations, labor relations, performance management, management training, adult education/college instruction, and conducting workplace investigations. Ariele joined K&A in August 2020 and has worked on many

Prior to joining K&A, Ariele performed full cycle recruiting for a large state-funded social services agency for six years. In this time, she screened, interviewed, hired, and performed onboarding duties for over 200 employees at all levels from clerical to executive. Additionally, she performed employee relations and labor relations work, conducted internal investigations, created and presented management training, wrote and delivered adverse employment actions, and served as liaison to the local SEIU chapter.

Ariele earned her B.A. degree in Interpersonal and Small Group Communication Studies and M.A. degree in Organizational and Instructional Communication Studies from California State University, Sacramento. She holds the HR professional certification SHRM-CP and is certified in Basic Mediation Skills.

Janna Dinkelspiel
Consultant

Janna Dinkelspiel came to Koff & Associates in August 2022 with over 15 years' experience in private and public sector human resources. Most recently Janna was a Senior Employee Relations Analyst in a municipality where she gained well rounded experience in recruitment and retention, employee relations, labor relations, policy development, performance management, training and development and classification and compensation. Janna was the City's subject matter expert for classification and compensation while conducting and implementing three large-scale compensation studies for the City, as well as assisting the executive team with creation of a compensation policy.

Janna has a degree in Business Administration from the University of Washington and holds a Senior Professional Human Resources Certificate from HRCI.

Edward Hsi
Associate Consultant

Edward Hsi has over 5 years of public-sector human resources experience with over 4 years in classification and compensation. His experience includes public sector work for California Public Utilities Commission and Glendale Community College. Edward joined Koff and Associates in November 2022.

Prior to joining Koff and Associates in 2022 he worked as a Classification and Compensation Analyst for Glendale Community College including taking part in managing, coordinating and participating in its District-wide classification study.

Edward earned his B.A. degree in Psychology at the University of California, Riverside and his M.S. degree in Industrial/Organizational Psychology at San Jose State University.

Kelly Barns
Consultant

Kelly Barns brings over 19 years of experience in a variety of leadership and technical public-sector human resources and risk management roles, from Analyst to, Risk Manager to, Assistant Director and Director of Human Resources in municipal government. While a well-rounded practitioner, with broad and deep knowledge and experience in talent acquisition, labor relations, classification and compensation, policy and contract development, performance management, employee engagement, Leaves and ADA administration and management, training and development, legal compliance, business strategy and change management, workplace investigations, health and safety, workers' compensation, employee benefits, liability administration and management, and universal Human Resources and Risk Management administration. Kelly joined Koff & Associates in March 2022 and has had the privilege to work with and support special projects and studies for several cities, counties, and various municipalities and special district clients.

Kelly has a degree in Business Administration and Management, is a Human Resources Certified Professional through International Public Management Association of Human Resources (IPMA-CP) and has a Senior Professional Human Resources Certificate (SPHR).

Kelly has had the opportunity to serve on committees and boards, focused on a variety of human resources, risk management, and business strategy affairs and goals.

Kelly provides Human Resources Associate support throughout each project role, primarily consisting of project and technical support in, classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, and development of recommendations. Kelly has a passion for engaging, collaborating with, and supporting clients, strengthening employee relations and community partnerships. Kelly has been dedicated to helping organizations and leaders navigate through change and define and implement their Human Resources strategies; in addition to promoting a culture of continuous opportunity and helping people to be inspired to innovate and make an impact on an organization's most valuable asset, it's people.

**Renate Tiner, B.Sc.
Consultant**

Renate's professional qualifications include five years of both non-profit and private sector Human Resources experience before joining Gallagher. Starting in Human Resources administration and rising into Human Resources management, she gained experience in full-cycle recruitment, orientation and on-boarding, Health and Safety, Worker's Compensation, licensing and accreditation, policy development, and general Human Resources administration. Renate has a total of 12 years' experience.

Renate joined Koff & Associates in 2017, working on classification and compensation studies.

Renate earned her B.Sc. degree in Psychology from the University of Northern British Columbia, in Prince George BC, Canada. She was a Canadian Human Resource Professional (CHRP) Candidate before moving to the United States.

She will provide H.R. Consultant support throughout this effort, including analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

**Alyssa Thompson, Ph. D.
Senior Consultant**

Alyssa has over 22 years of human resources experience in classification and compensation analysis and development, performance management, affirmative action program development, and recruitment.

Alyssa also has experience in designing and conducting quantitative and qualitative research studies.

Since joining K&A in 2007, Alyssa has led and worked on well over 300 classification, compensation, organizational assessment, and recruitment projects for cities, counties, and special districts.

She earned a Bachelor's degree in Psychology with a minor in Sociology-Organizational Studies from the University of California, Davis, and a Ph.D. in Organizational Psychology from Alliant International University.

Alyssa will provide consultant support throughout the effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Nicolle Wynia-Eide
Consultant

Nicolle Wynia-Eide has over 25 years of experience in the Human Resources profession including work in Classification and Compensation, Total Rewards, Benefits, and general human resources administration, the majority of which was in public sector. She has experience in designing and conducting small and large scale classification and compensation studies, pay equity evaluations, and organizational development.

Prior to joining Koff & Associates in 2023 she was a Senior Classification and Compensation Consultant for a large nonprofit health care agency. Her public sector roles have included Human Resources Analyst for the City of Beaverton (Oregon) and 13 years working with and then supervising the Classification and Compensation team for the City of Portland.

Nicolle has a degree in Biology from Lewis and Clark College and a Human Resources Certification for Portland State University. She earned her Certified Compensation Professional in 2007 and her Senior Professional Human Resources Certificate (SPHR) in 2012. She is also a member of World at Work.

Lauren Grant
Associate Consultant

Lauren's professional qualifications include over seven (7) years of experience in public sector classification, compensation, talent acquisition, and talent management. She has led classification and compensation activities for Oregon's largest post-secondary institution and was responsible for recruitment, selection, classification, and compensation for Oregon's largest housing authority and affordable housing provider. Lauren joined Koff & Associates in April 2023.

Prior to public service, Lauren worked as an HR generalist in the hospitality industry and provided HR support to local nonprofit organizations. She also brings experience in HR analytics and organizational development, as well as labor and employee relations, communications, and engagement.

Lauren earned her B.S. degree with majors in Human Resources Management, Management & Leadership, and Psychology from Portland State University, where she graduated summa cum laude. She holds certifications in strategic workforce planning, people analytics for HR, and competency modeling, in addition to her SHRM professional certification.

Patricia Tafoya-Harris, SPHR
Associate Consultant

Patricia is an Associate Consultant with Gallagher's Human Resources and Compensation Consulting Practice. Her focus is on performing professional classification and compensation

work including but not limited to job analysis, compensation data collection and analysis, and developing project deliverables. Patricia is also an experienced human resources professional with several years of classification and compensation exposure across multiple industries. Prior to joining Gallagher, Patricia performed classification and compensation oversight as Associate Vice President of Human Resources for Boulder Community Health, a not-for-profit healthcare system in Colorado, Director of Human Resources for City of Albuquerque, and Director of Human Resources for Lovelace Health System in Albuquerque, NM.

Throughout her 25-year career in both private and public sectors, Patricia has gained experience in labor relations, talent engagement, benefits administration- both fully insured and self-funded programs, policies and procedures administration and implementation, recruitment, organizational development and training, and information systems. The organizations that Patricia has supported have received formal recognition as Best Places to Work, Wellness Council of America Platinum and Gold Award recipients, and recruitment partner Employer of the Year.

Patricia has a bachelor's degree in human resources and accounting from the University of New Mexico. She is certified as a Senior Professional of Human Resources (SPHR) and has completed coursework toward her Certified Compensation Professional (CCP) designation. Patricia joined the organization in April 2024 and looks forward to the many contributions she will provide to our communities.

Suzy Parker
Associate Consultant

Suzy Parker is an Associate Consultant with the Human Resources and Compensation Consulting practice. She has over 5 years of experiences in a variety of public sector agency roles from Programmatic Case Management to Human Resource Analyst, to serving as the Classification & Compensation Manager for the Oregon Department of Human Services. Well versed in classification and compensation, labor management, policy and contract development, position management, performance management, employee engagement, management, and training and development. Suzy has a passion for engaging with and supporting clients, as well as building partnerships within communities and fostering collaboration.

Suzy received a master's degree in business administration. Suzy joined Gallagher, formerly Koff and Associates, in September 2023.

Kathy Eller, CCP, SHRM-CP, PHR
Associate Consultant

Kathy is an Associate Consultant with Gallagher's Human Resources and Compensation Consulting Practice. She specializes in consulting public sector employers on classification and compensation program development.

Kathy brings more than 26 years of human resources experience at the county level where she led two merit system classification and compensation studies. In addition, she managed multiple teams delivering high quality services in organization-wide policy development, employee relations and conflict resolution, performance and disciplinary processes, regulatory



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compliance, learning programs development and delivery, leave administration, organizational communication, and human resources process optimization. In addition to her public sector experience, she worked as an Actuarial Associate and as an Executive Compensation Senior Analyst.

Kathy has a bachelor's degree in mathematics and economics from Saint Louis University.

Kathy achieved a Certified Compensation Professional (CCP) designation from WorldatWork, a SHRM Certified Professional (SHRM-CP) designation from the Society for Human Resources and a Professional in Human Resources (PHR) designation from the HR Certification Institute. In addition, she holds certifications as a Life Coach and a Mental Health First Aider and achieved completion of the High Performance Leadership program from the National Association of Counties.



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Active Classification and Compensation Clients



Gallagher

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ATTACHMENT 3

SCHEDULE OF ACTIVITIES

MILESTONES	PHASE I: CLASSIFICATION STUDY	COMPLETION BY
A.	Project Kickoff Meetings, Orientations, and Initial Documentation Review	Weeks 1-3
B.	Collection and Review of PDQs and Employee/Supervisor/Manager Interviews	Weeks 8-13
C.	Classification Concept, Preliminary Allocation, and Draft Class Description Development	Weeks 14-30
D.	Facilitation of Draft Class Description Review, Finalization of Classification Plan, and Draft of Interim Report and Final Report	Weeks 30-35

MILESTONES	PHASE II: COMPENSATION STUDY	COMPLETION BY
A.	Determination of Survey Elements and Market Survey Delivery	Weeks 20-30
B.	Draft Compensation Findings/Stakeholder Review and Feedback	Weeks 31-37
C.	Development of Recommendations, Final Reports, and Presentations	Weeks 37-40