



FALLBROOK PUBLIC UTILITY DISTRICT
MEETING OF THE PERSONNEL COMMITTEE

AGENDA

THURSDAY, NOVEMBER 8, 2018
8:00 A.M.

FALLBROOK PUBLIC UTILITY DISTRICT
990 E. MISSION RD., FALLBROOK, CA 92028
PHONE: (760) 728-1125

If you have a disability and need an accommodation to participate in the meeting, please call the Secretary at (760) 728-1125 for assistance so the necessary arrangements can be made.

Writings that are public records and are distributed during a public meeting are available for public inspection at the meeting if prepared by the local agency or a member of its legislative body or after the meeting if prepared by some other person.

I. **PRELIMINARY FUNCTIONS**

CALL TO ORDER / ROLL CALL

PUBLIC COMMENT

II. **ACTION / DISCUSSION**

A. AGREEMENT FOR PROFESSIONAL LABOR NEGOTIATIONS SERVICES

Recommendation: Staff recommends approval of the agreement to bring to the full Board for final approval at the December 10, 2018 Board meeting.

B. TOTAL COMPENSATION SURVEY PREPARATION

Recommendation: Authorize the General Manager to finalize an agreement for services with Ralph Anderson & Associates to conduct the total compensation survey.

III. **ADJOURNMENT OF MEETING**

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DECLARATION OF POSTING

I, Mary Lou West, Secretary of the Board of Directors of the Fallbrook Public Utility District, do hereby declare that I posted a copy of the foregoing agenda in the glass case at the entrance of the District Office located at 990 East Mission Road, Fallbrook, California, at least 72 hours prior to the meeting in accordance with Government Code § 54954.2.

I, Mary Lou West, further declare under penalty of perjury and under the laws of the State of California that the foregoing is true and correct.

November 2, 2018
Dated / Fallbrook, CA


Secretary, Board of Directors

M E M O

TO: Personnel Committee
FROM: Lisa Chaffin, Human Resources Manager 
DATE: November 8, 2018
SUBJECT: Agreement for Professional Labor Negotiations Services

Purpose

To approve the draft agreement with Atkinson, Andelson, Loya, Ruud & Romo (AALRR), as selected by the Board of Directors, for professional labor negotiation services.

Summary

Of the four firms interviewed by the Board of Directors at the special meeting on October 15, 2018, AALRR was selected as the negotiator to support upcoming contract negotiations. The Board requested that staff finalize the agreement with AALRR.

Recommended Action

Staff recommends approval of the attached agreement to bring to the full Board for final approval at the December 10, 2018 Board meeting.

ATTORNEY REPRESENTATION AGREEMENT

I. PARTIES

This Attorney Representation Agreement ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as "Attorney" or the "Law Firm" and FALLBROOK PUBLIC UTILITY DISTRICT, hereinafter referred to as "Client."

II. PURPOSE

Client desires to retain and engage Law Firm to provide legal services and consultation relating to labor relations as requested by the Client. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Hourly Rate Services

Client agrees to pay the Law Firm at the following standard hourly rates:

Partners (depending on years of professional experience): \$275.00 - \$350.00

For Mark Bresee, the rate is \$300.00

No other partners will do work for Client unless: 1) they do the work for \$300 or less; or 2) Client gives pre-approval for work above \$300

Associates (depending on years of professional experience): \$240.00 - \$270.00

Paralegals/Litigation Support: \$165.00

It is contemplated that the Firm will, and the Firm reserves the right to, adjust its hourly rates by \$10 each year effective January 1, 2020, and each January 1 thereafter unless the Agreement is canceled or this provision is modified in writing.

2. Costs and Expenses

In addition to the fees described above, Client agrees to pay the Law Firm for telephone charges (at cost), incoming and outgoing faxes (\$1.00 per page), photocopies (\$.20 per page; \$.32 per page color), mailing fees, messenger services, computer database (e.g., Westlaw searches (billed at vendor's standard retail rate), and travel expenses including mileage at IRS rate, parking, meals, and lodging (excluding airfare).

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of Client are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of Client; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to Client on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from Client by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of Client in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. Hourly rate services shall be charged to Client at a minimum increment of one-tenth hour, including reasonable travel time billed portal-to-portal. When time spent by Attorney on a particular service exceeds one-tenth hour, the charge will be rounded up to the next one-tenth hour increment.

3. Law Firm may charge the full hourly rate to more than one client for the same time period. Examples include, but are not limited to: (a) Law Firm charges Client for telephone advice rendered while Attorney is traveling in connection with a matter for another client; (b) Law Firm charges Client for written e-mail advice provided while Attorney is performing labor negotiation services for another client, rendered during a break in those negotiations, etc.

4. Client agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement.

C. Termination of Representation

Client has the right, at any time, and either with or without good cause, to discharge the Law Firm as its attorneys. In the event of such a discharge of the Law Firm by Client, however, any and all unpaid attorneys' fees and costs owing to the Firm by Client shall be immediately due and payable.

The Law Firm reserves the right to discontinue the performance of legal services on behalf of Client on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;
2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;
3. Upon a failure of Client to perform any of Client's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill; or,
4. Upon failure to cooperate with Law Firm as described in paragraph D.

In the event that the Law Firm ceases to perform legal services for Client, Client agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced. Further, the Client agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, Client will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Possible Third Party Conflicts

The Firm has a number of attorneys. The Firm may currently or in the future represent one or more other clients in matters involving Client. The Firm undertakes this engagement on the condition that the Firm may represent another client in a matter in which the Firm does not represent Client, even if the interests of the other client are adverse to those of Client (including appearance on behalf of another client adverse to Client in litigation or arbitration), provided the other matter is not substantially related to the Firm's representation of Client and in the course of representing Client attorneys of the Firm have not obtained confidential information of Client material to the representation of the other client ("Permitted Adverse Representation"). Client's consent to this arrangement is required because of its possible adverse effects on performance of the Firm's duties as attorneys to remain loyal and available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the client may incur delay, prejudice or additional cost such as acquainting new counsel for the matter. Client agrees not to seek to disqualify the Firm from representing such other client in any Permitted Adverse Representation.

E. Client Cooperation

Client understands and agrees that, in order for the Law Firm to represent Client effectively, it is necessary for Client to assist and cooperate with the Law Firm during this engagement. Client agrees to: (1) make its employees and officials available to discuss issues as they arise; (2) attend and participate in meetings, preparation sessions and court proceedings, review drafts of documents, and perform other activities in connection with the representation;

and (3) provide complete and accurate information and documents to us on a timely basis. Noncooperation will be grounds for the Law Firm's withdrawal from representing Client on a particular matter. It is essential that Client and the Law Firm maintain open communications.

F. Arbitration: Waiver of Jury Trial

The parties agree that all disputes which arise between the Client and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. Each side shall bear their own costs and attorneys' fees. The parties agree to waive their right to a jury trial and to an appeal.

G. Protection of Client Confidences - High Tech Communication Devices

The Law Firm is aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end it is important that Client and the Law Firm agree from the outset what kinds of communications technology the Law Firm should employ in the course of representing Client. For example, the exchange of documents and other information using email or other types of electronic communications involves some risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, Client should only provide the Law Firm with cellular numbers, facsimile numbers and email addresses which are acceptable to Client for receiving confidential communications from the Law Firm. Client agrees that the Law Firm may use any of the cellular numbers, facsimile numbers and email addresses other than those which you specify in writing that the Law Firm should not use.

H. Document Retention and Destruction

After a file on a matter is closed, Client has a right to request the Law Firm to return the file to Client. Absent such a request, the Law Firm shall retain the file on Client's behalf for a period of five (5) years. Following this period of time, the Law Firm will destroy such files.

I. Miscellaneous

1. Law Firm and Client agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of Client.
2. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

J. Entire Agreement

This Agreement represents the entire agreement between Client and the Law Firm unless a particular matter is covered by a separate written agreement. By execution of this Agreement, Client certifies that it has carefully reviewed and understands the contents of this Agreement and

agrees to be bound by all of its terms and conditions. Furthermore, Client acknowledges that the Law Firm has made no representations or guarantees regarding the outcome, or the time necessary to complete or resolve a particular matter. No change or waiver of any of the provisions of this Agreement will be binding on either Client or the Law Firm unless the change is in writing and signed by both Client and the Law Firm.

IV. DURATION

This Agreement shall commence on December 11, 2018. The attorney-client relationship between the Firm and Client will cease at the conclusion of the matter(s) specified above. If the Firm is not asked by Client to provide advice for a period of one (1) year from the last date the Firm provided such advice, both Client and the Firm agree that the attorney-client relationship terminated on the last date the Firm provided advice without further action or notice by either party.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____
Mark Bresee
Senior Partner

Dated: _____


“Client”

FALLBROOK PUBLIC UTILITY DISTRICT

By: _____
Jack Bebee,
General Manager

Dated: _____

M E M O

TO: Personnel Committee
FROM: Lisa Chaffin, Human Resources Manager 
DATE: November 8, 2018
SUBJECT: Total Compensation Survey Preparation

Purpose

To review information related to a total compensation survey to be conducted in preparation for upcoming contract negotiations.

Summary

Mark Bresee from Atkinson, Andelson, Loya, Ruud & Romo (AALRR), the firm selected by the Board of Directors for professional labor negotiation services, supports the recommendation to complete a total compensation survey as part of the preparation for the upcoming negotiations process.

Staff requested information, including the attached proposed tentative timeline, from Ralph Anderson & Associates as a possible firm to conduct the upcoming survey. It is anticipated that a survey of the District's 38 job classifications will take 8-10 weeks, for completion by February 2019, at a cost of \$22,500, assuming the inclusion of approximately 12 comparable survey agencies.

Total compensation survey data typically includes salary, insurance and retirement benefits, at a minimum. The following is additional data that could also be included in the survey: leave benefits (e.g., vacation and sick leave, administrative leave, holidays), incentive pay (e.g., education, certification), and/or other pay (e.g., longevity pay, on-call/stand-by pay, shift differential pay). The final scope of the survey will be determined upon further discussion with the Board.

Recommended Action

Authorize the General Manager to finalize an agreement for services with Ralph Anderson & Associates to conduct the total compensation survey.

RALPH ANDERSON & ASSOCIATES
Proposed Survey Schedule

Task	Date (week of)	1	2	3	4	5	6	7	8
Task 1-Conduct project initiation meetings*	11/19/2018								
Task 2-Discuss and document compensation policy*	11/19/2018								
Task 3-Collect compensation data	12/10/2018								
Task 4-Compile and format data	12/17/2018								
Task 5-Audit and finalize compensation data	12/24/2018								
Task 6-Prepare/review preliminary reports*	12/31/2018								
Task 7-Prepare and present final reports*	1/7/2019								

* On-site Meeting