

**PROFESSIONAL SERVICE AGREEMENT BETWEEN  
HEART OF THE VALLEY METROPOLITAN SEWERAGE DISTRICT  
AND  
CARLSON DETTMANN CONSULTING**

This professional service agreement (hereinafter the "Agreement") is made and entered into by and between the Heart of the Valley Metropolitan Sewerage District (hereinafter "the Client") and Carlson Dettmann Consulting, a division of Cottingham & Butler Insurance Services, Inc., an Iowa corporation (hereinafter "Consultant").

**WHEREAS**, The Client wishes to enter into an agreement with Consultant to provide professional consulting services for an assessment of the Client's classification and compensation program for up to 10 classification titles, including job analysis and evaluation, a market analysis for wages in comparable jobs in the Client's competitive market, and recommendations on any changes to its salary plan; and

**WHEREAS**, Consultant has an established history of providing similar services to similar public and private sector employers, and is willing to provide the above-referenced professional consulting services to the Client.

**THEREFORE**, the Client and Consultant agree to the following:

1. Term. The term of this Agreement shall be from the date of the last signature of this Agreement and remain in force until all services are contemplated hereunder are completed.
2. Scope of Services. The Consultant shall provide to the Client consulting services as follows:
  - a) Review and analyze the Client's relevant organizational values and concerns. Determine current organizational needs in regards to a classification and compensation system.
  - b) A project orientation session for the Client's employees and management to explain the scope of the project, methods used, and the project roles.
  - c) A project orientation session for the Client's governing body to review the project and discuss expectations or concerns.
  - d) Utilize the Consultant's Job Description Questionnaire (JDQ), supplemented by the Client's job descriptions on an as-needed basis, to analyze, document and validate the job information for the Client's jobs.
  - e) Quantitatively evaluate the job content of up to 10 job classifications using the Consultant's Point Factor Job Evaluation System.
  - f) Conduct on-site management interviews, walkthroughs and/or employee workgroup meetings to determine organizational structure, any unique characteristics of their positions, projected turnover, anticipated organizational changes, and any perceived compensation and classification issues.
  - g) Analyze base salary market data for an appropriate set of benchmark positions.

- h) Review gross earnings data and overtime pay policies to identify areas, if any, where internal compression is an issue and recommend remedies as appropriate.
  - i) Recommend classification of each position relative to exempt and non-exempt status, in accordance with Federal Fair Labor Standards Act (FLSA).
  - j) Develop recommendations for any changes in pay plan structure.
  - k) Present to the Client an overall plan and final presentation that is clear and understandable, and summarizes the information gathering process, recommended framework for policy and procedure revisions, and findings and recommendations.
  - l) Attendance at up to two (2) on-site meetings with the appropriate parties (e.g. leadership, board, committee, etc.).
  - m) At the Client's discretion, conduct employee classification appeals after plan adoption in accordance with the appeals process adopted by the Client.
3. Job Documentation. The Client shall provide Consultant with accurate job descriptions or completed JDQ's, and Consultant will use this information for job evaluation.
4. Base Project Fee. Unless noted elsewhere, the project fee includes those items identified in the Scope of Services. The Client shall pay the Consultant a project price of \$10,000 to conduct the full study for up to 10 job classifications.
- a) Work Beyond the Scope of Services. Consultant services agreed upon that are beyond the Scope of Services identified above (e.g. consulting organizational management matters; onsite meetings in excess of those defined above; locating records or otherwise responding to public records requests made to the Client relating to the project; etc.), shall be at Consultant's normal hourly rate of \$225, unless agreed upon otherwise by the Client and Consultant.
  - b) Appeals Process. If the Client desires to incorporate an appeals process, the Client will be invoiced \$200 per appeal/review submitted for our review and recommendation.
5. Payment. Consultant shall submit invoices in two (2) equal installments of \$5,000. The first installment shall be due upon contract signing and the final installment shall be due upon submission of Consultant's findings and recommendations.
6. Performance Requirements of Consultant. The Consultant shall complete the services as stated above. The Consultant shall furnish all labor, materials, administration, services, supplies, equipment, transportation, and quality control necessary to provide professional consulting services. Consultant shall provide progress reports upon request by the Client.
7. Performance Requirements of Client. The Client shall provide and make available to the Consultant access to its human resources and related systems of record as necessary to fulfill said services.

8. Independent Contractor. It is mutually understood and agreed, and it is the intent of the parties hereto, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. The Consultant shall remain an independent contractor under this Agreement. All employees of Consultant or subcontractors shall remain the responsibility of the Consultant and shall not become employees of the Client under this Agreement. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, withholding taxes or other benefits available to Client employees shall accrue to the Consultant or its employees performing services under this Agreement.
9. Indemnification. The Consultant agrees it shall defend, indemnify, and hold harmless the Client, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Client, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the negligent or intentional acts or omissions of the Consultant, its officers or employees, in the performance of its duties under this Agreement. The Client agrees it shall defend, indemnify, and hold harmless the Consultant, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Consultant, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the: (i) negligent or intentional acts or omissions of the Client, its officers or employees; and (ii) any allegation that Client's compensation program or structure is administered in any way noncompliant with local, state or federal law.
10. Trade Secrets. The Carlson Dettmann Point Factor Job Evaluation System and methodology, marketplace surveys performed, Total Rewards Method, and job point evaluation data collected and analyzed to perform the Scope of Services is owned by Consultant, is confidential and proprietary, and is a trade secret pursuant to Wis. Stats. s. 134.90. The Client (including its officers, employees, agents and representatives) shall not disclose, disseminate, or otherwise misappropriate these trade secrets without the express consent of Consultant.
11. Confidential Client Information. Consultant agrees to keep confidential information and data provided by Client to Consultant for the purpose of enabling Consultant to complete the Scope of Work detailed above.
12. Assignment. Client may not assign or transfer this Agreement, or any part thereof, without the written consent of the Consultant, which shall not be unreasonably withheld.
13. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
14. Interpretation of Law. This contract is to be interpreted under the laws of the State of Wisconsin.

15. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangements and/or understandings, whether written or oral, with respect to the subject matter contained in this Agreement.

**HEART OF THE VALLEY METROPOLITAN SEWERAGE DISTRICT**

By:

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David J. Casper, Commission President

Date: 5/14/2019

**CARLSON DETTMANN CONSULTING**

By:

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Charles E. Carlson, Principal

Date: