

**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 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 a review of the Employee Manual; and

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

**THEREFORE**, consistent with Consultant's proposal, 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 the current Employee Manual and make recommendations regarding regulatory compliance and best practices.
  - b) Conduct on-site discussion with leadership regarding recommendations to determine which enhancements and changes are most appropriate for the organization.
  - c) Provide drafts of policy enhancements and recommendations.
  - d) Complete on-site presentation to Commission regarding recommendations.
  - e) Conduct on-site staff communication regarding the changes to the Employee Manual.
3. Job Documentation and Compensation Information. The Client shall provide Consultant with policies, employee manual, and any other details necessary to complete this project.
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 fee for this professional assistance at the rate of \$175 per hour, with the total fees not to exceed \$10,000 without approval from Client.
5. Payment. Consultant shall submit invoices monthly.
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. Consultant and Client agree that Consultant is not offering legal services in this project, and Client is responsible for any legal review it concludes is necessary. 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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Date:

**CARLSON DETTMANN CONSULTING, a division of COTTINGHAM & BUTLER  
INSURANCE SERVICES, INC.**

By:

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Date: