

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
THE CITY OF RACINE, WI
AND CARLSON DETTMANN CONSULTING, LLC**

This professional service agreement (hereinafter the "Agreement") is made and entered into by and between the City of Racine, a municipal corporation (hereinafter "Client"), and Carlson Dettmann Consulting, LLC, a Wisconsin limited-liability company (hereinafter "Consultant").

WHEREAS, 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 150 job classifications, including job analysis and evaluation, a market analysis for wages in comparable jobs in the Client's competitive market, and design a new salary plan; and

WHEREAS, Consultant has an established history of providing similar services to Wisconsin municipal 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 until all services are completed.
2. Scope of Services. The Consultant shall provide to the Client consulting services as follows:
 - a) Quantitatively evaluate the job content of each job using a methodology that will construct a relative ranking of jobs.
 - b) Produce a new classification and compensation plan(s), including pay, structure and fringe benefit schedules. These schedules should be internally equitable and competitive in external markets both public and private.
 - c) Review all subject jobs and properly classify those jobs in accordance with current FLSA provisions relative to exempt and non-exempt status.
 - d) Produce an overall plan and forms and procedures that are clear and understandable, in order to promote employee acceptance of the results of this study and implementation of consultant recommendations.
 - e) Review and recommend any changes to Client's compensation policies that are required to implement the resulting pay plan.
 - f) Present, in person, the final results of the classification and compensation study to the designated committee of the Common Council and to the subsequent meeting(s) of the Common Council.
 - g) Make recommendations on keeping the classification and compensation plan current and equitable and up to date. Propose a management review process that will be used to find resolution to classification related disputes.
3. Fees. Client shall pay the Consultant a project price of \$52,500 to conduct the full

study for up to 150 job classifications. Client also reimburse Consultant for travel expenses related to the project.

Client shall (1) designate one employee per classification to complete a JDQ for that classification; (2) give any employee who feels their job is unique an opportunity to complete a separate JDQ; (3) Client, with Consultant's assistance, shall review all submitted JDQ's to determine the specific number to be evaluated; and (4) Consultant shall conduct job evaluation on all positions Client determines are unique. Accordingly, Consultant's fee shall be adjusted by \$250 per job evaluation over or under the 150 classification evaluations upon which the project fee was based.

The project fee covers:

1. Project orientation sessions for staff.
2. Up to ten (10) days of consultant onsite meetings to include, but not limited to:
 - a. Project kick-off meeting with project management team.
 - b. Periodic progress meetings with the City's project team.
 - c. Management (i.e. department head) interviews to determine organizational structure, any unique characteristics, projected turnover, anticipated organizational changes, and any perceived compensation and classification issues.
 - d. Presentations to the Common Council, Finance Committee, Board of Water Commissioners, etc.
 - i. At least one of the meetings will be dedicated to reviewing pay plan options with City leadership and obtaining guidance on the preferred policies for market benchmarking, market positioning, and pay structure, including how employees progress through a new pay plan.
3. Job analysis and application of the Carlson Dettmann Consulting Point Factor Job Evaluation System for up to 150 Job Description Questionnaires.
4. Market data collection and analysis.
 - a. Provide a cost overview of the City's benefits programs, recommending changes in policies that CDC's believes are in the City's interests.
 - b. Review gross earnings data and overtime pay policies to identify any areas where internal compression is an issue and recommend remedies as appropriate.
5. Development of a pay plan structure and grade order list with implementation recommendations.
6. Implementation costing estimates. *(Note: The Consultant's costing estimate should not be a substitute for a detailed fiscal note presented to the Common Council. The Consultant's estimates are based on a fixed point in time, and are not reflective of any vacancies, turnover, or newly created positions during the course of a study.)*
7. Development of supporting policies and procedures.

Consultant shall submit invoices in five equal installments of \$10,500. The first installment shall be due following contract signing. Installments two, three, and four shall be due the first of months two through four of the project, and the final installment shall be due upon submission of Consultant's draft findings and recommendations. Any additional fees or credit resulting from the classification count will be reflected on the final invoice. All work required by Client outside this scope shall be according to Consultant's hourly rates unless specifically agreed upon otherwise. Such additional services include, but are not limited to, locating records or otherwise responding to public records requests made to the Client relating to the project. In addition, Consultant shall be available to handle appeals for a fee to be determined subsequently by Client and Consultant.

4. 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.
5. Performance Requirements of Client. Client shall provide and make available to the Consultant access to its human resources and related systems of record, or relevant data, as necessary to fulfill said services. It is imperative that the data provided by the City be complete and accurate to ensure that the Consultant's analysis is also complete and accurate.
6. Trade Secrets. The Carlson Dettmann Point Factor Job Evaluation System and methodology, marketplace surveys performed, 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. Client (including its officers, employees, agents and representatives) shall not disclose, disseminate, or otherwise misappropriate these trade secrets without the express consent of Consultant.
7. 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.
8. Indemnification. The Consultant agrees it shall defend, indemnify, and hold harmless the Client, its officers and agents against damages arising from or relating to the gross negligence or intentional misconduct of the Consultant, its members, employees and agents. Client agrees it shall defend, indemnify, and hold harmless the Consultant, its members, employees, and agents against damages arising from or relating to the gross negligence or intentional misconduct of the Client, its officers and agents.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin in effect on the date of this Agreement.
10. Assignment. Neither party to this Agreement may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.
11. 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.
12. Binding Effect. This Agreement shall extend to and be binding upon and inure to the benefit of the parties.
13. 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. No terms, conditions, warranties, other than those contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by Client and the Consultant.

Approved:

Charles E. Carlson, Partner
Carlson Dettmann Consulting, LLC

City Administrator
City of Racine, WI

Dated:

Dated: