

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

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

WHEREAS, Consultant developed a new classification and compensation plan for Client and is familiar with the organization and functioning of Client departments and leadership; and

WHEREAS, Client wishes to enter into an agreement with Consultant to provide professional consulting services for continuing services related to its new classification and compensation 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) Consultant will assist Client with classification appeals following adoption of the new classification and compensation plan.
 - b) Consultant will continue to evaluate Job Description Questionnaires provided by Client using Consultant's proprietary Point Factor Job Evaluation System and recommend pay range allocations into Client's classification and compensation plan.
 - c) Consultant will review Client's current performance evaluation system to determine the effectiveness and efficiency of the evaluation tools and system management.
 - d) Consultant will develop new evaluation instruments, as required.
 - e) Consultant will implement the Gallup Q12 employee engagement survey to develop an engagement baseline and work with Client leadership to develop strategies to enhance the level engagement, as necessary.
 - f) Consultant will assist Client in implementing the NeoGov Perform software application using the new instruments developed in c) above.
 - g) Consultant will assist Client in administering the Gallup Strengths assessment tool and conduct team development sessions using the Strengths measurement and be available to assist individual managers and supervisors with Strengths coaching sessions, as required.

- h) Consultant will conduct training sessions for performance evaluators in proper methods of evaluation using the new instruments and management process.
- i) Consultant will assess Client's current paid time off benefits and prepare a proposal for assistance to convert the current benefits to a paid time off program.

3. Fees.

- a. Appeals assistance. Consultant shall assist Client with appeals as follows:
 - i. Any employee or department head can submit a classification appeal as provided in the pay plan adoption appeal policy. Appeals submitted by Client to Consultant for a recommendation shall be invoiced at \$175 per appeal response.
 - ii. In specific instances, if a department director is not satisfied with an appeal response, then the Client may request a specific job evaluation level review of the specific appeal response at a review session to include the specific department director, Human Resources Director and the City Administrator. The professional fee for each follow-up review shall be \$250.
- b. Continuing job evaluation assistance. Consultant will assist Client with job evaluations submitted for review for a professional fee of \$250 for an evaluation or \$350 for an evaluation and a market review.
- c. Review of current performance evaluation system. There will be no professional fee for this service if items d) through i) are agreed upon.
- d. Design of new evaluation instruments. Consultant will design new evaluation instruments for a professional fee of \$6,000.
- e. Administer Gallup Q12. Gallup, Inc.'s fee for use of the Q12 is \$15 per employee, and Consultant would assist Client in administering the Q12 for the cost of the Q12 to Gallup, Inc. Consultant would conduct briefing sessions for City leaders and department managers on the results of the Q12 and training for rolling results out to all teams for a professional fee of \$6,500. Consultant will provide manager support for team meetings to review results and develop specific follow-up action to respond to the Q12 results for a professional fee of \$350 per session.
- f. NeoGov Perform Implementation. Consultant will assist Client with implementation of the software application, and there will be no professional fee for this service if items d) through i) are agreed upon.
- g. Gallup Strengths Assessment. Consultant will provide department team reviews using the Strengths Manager upon request for a professional fee of \$750 per session. Consultant will provide individual manager coaching sessions upon request for a professional fee of \$250 per session.
- h. Evaluator Training Sessions. Consultant will provide employee development training sessions for groups of managers and supervisors for a fee of \$500 per session.
- i. PTO Assessment. There will be no professional fee for this service if items d) through h) are agreed upon.

- j. Client also shall reimburse Consultant for travel expenses related to either or both projects.

All work required by Client outside this scope shall be at 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 Client 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 or court order.
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 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 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

Rebecca Grill, City Administrator
City of West Allis, WI

Dated:

Dated: