

CITY OF STEVENS POINT

SPECIAL FINANCE COMMITTEE AGENDA

Monday, August 18, 2014 – 6:20 pm

Council Chambers, 1516 Church Street

[A quorum of the City Council may attend this meeting]

Discussion and Possible Action on:

1. Approval of a new agreement with Carlson-Dettmann Consulting, LLC for completing a new market analysis for the city pay plan, at a cost not to exceed \$5,600.
2. Adjournment

Any person who has special needs while attending this meeting or needs agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, TDD# 346-1556, or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during normal business hours from 7:30 A.M. to 4:00 P.M.

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
THE CITY OF STEVENS POINT, WISCONSIN
AND CARLSON DETTMANN CONSULTING, LLC**

This Professional Service Agreement (hereinafter the “Second Agreement”) is made and entered into by and between the City of Stevens Point, Wisconsin, a municipal corporation (hereinafter “Client”) and Carlson Dettmann Consulting, LLC, a Wisconsin limited-liability company (hereinafter “Consultant”).

WHEREAS, Client and Consultant previously entered into an agreement on or about June 2013 (“First Agreement”), for Consultant to provide professional consulting services for an assessment of the Client’s classification and compensation program for 31 hourly job classifications and 43 management and supervisory job classifications, including new or updated job analyses and evaluations, market analysis for wages and comparable jobs in the Client’s competitive market, and design a new salary plan;

WHEREAS, Consultant performed the requested services pursuant to the First Agreement, the City of Stevens Point Personnel Committee recommended adoption of a resulting pay plan to the City Council on November 11, 2013; and the City Council adopted the resulting pay plan on or about November 18, 2013 (“City Pay Plan”);

WHEREAS, Client has requested a new market analysis for its pay plan;

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) Conduct a new market analysis using the following data sources:
 - i. Wisconsin cities of De Pere, Eau Claire, Fond du Lac, La Crosse, Marshfield, Manitowoc, Neenah, Sun Prairie, Superior, Watertown, Wausau, and Wisconsin Rapids.

- ii. As appropriate for management positions, data from the Watson Wyatt survey for Wisconsin employers.
 - iii. Bureau of Labor Statistics for Central Wisconsin region.
 - iv. Central Wisconsin Society of Human Resource Management Survey.
- b) Use the same benchmark positions as the 2013 project as listed below:

Benchmark Survey Title	Public & Private Matches
Custodian (Janitor)	X
Parks Maintenance Worker	X
Streets Maintenance Worker/Equipment Operator	X
Account Clerk (Intermediate)	X
Heavy Equipment Operator	X
Secretary/Administrative Asst (Intermediate)	X
Assessor I	
Mechanic Public Works/Highway/Streets	X
Administrative Assistant	X
Paralegal	X
Civil Engineering Technician Journey	X
Building Inspector (Journey Level)	X
Assessor II	
Deputy City Treasurer	
Accountant	X
Information Services Network Administrator	X
Human Resources/Personnel Director	X
Street Superintendent	
Assistant Police Chief	
Community Development Director	
Parks and Recreation Director / Parks Dir. / Parks Super.	
City Engineer	X
Fire Chief	
Director of Public Works	
Police Chief	

- c) Using the most current data published or updated to January 2015, using a 2.0% aging factor, create market estimates for these benchmark positions.
- d) Meet with City representatives once as requested to report findings and recommendations from this analysis.

3. Fees. Client shall pay the Consultant on a time and materials basis, and Client's hourly rate shall be \$175 per hour, including travel portal to portal. The total project fee shall not exceed \$5,600 unless agreed upon both Consultant and Client. If Client orders work beyond the scope of services identified above, Client shall pay Consultant for those additional services, also on a time and materials basis at the hourly rate specified. Such additional services include, but are not limited to, locating records or otherwise responding to public records requests made to the Client related to work performed pursuant to this or the First Agreement between Client and Consultant.
4. Trade Secrets. The Carlson Dettmann Point Factor Job Evaluation System and methodology, marketplace surveys performed, private and public sector job data compilations, and job point evaluation data collected and analyzed to perform the services under the parties' First Agreement is owned by Consultant, is confidential and proprietary and is a trade secret pursuant to Wis. Stat. § 134.90. Client (including its officers, employees, agents and representatives) shall not disclose, disseminate, or otherwise misappropriate these trade secrets without the express written consent of Consultant.
5. 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.
6. Performance Requirements of Client. Client shall provide and make available to the Consultant access to its human resources and related systems of record, and staff, as necessary to fulfill said services.
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

Andrew Halverson, Mayor
City of Stevens Point, WI

Dated: _____, 2014

Dated: _____, 2014