

RESOLUTION NO. 2019-110

**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
CARLSON DETTMANN CONSULTING, LLC**

WHEREAS, Labor contract negotiations between the Village of Caledonia and the Firefighters have reached and impasse; and

WHEREAS, Arbitration to settle the issues is scheduled for mid-January 2020; and

WHEREAS, To prepare the Village's case there is a need to engage consulting services as follows:

- a) Develop a costing methodology for the client in spreadsheet format, with the intent that said methodology will be used to support the Client's position and/or refute the union's position in future collective bargaining proceedings.
- b) Provide necessary training to Client on said costing methodology so that Client may be able to navigate and utilize the spreadsheet in the future.
- c) Coordinate, as required, with Client's legal counsel as it relates to the format and structure of the reports to be used in any future collective bargaining proceedings.
- d) Provide, as needed and requested, expert witness services to testify to the methods and findings of said analysis. [OPTIONAL SERVICE]
- e) Assist with preparation of arbitration exhibits, as needed and requested, at the direction of the Client. [OPTIONAL SERVICE]
- f) Consultant will be available for onsite meetings at the request of the Client, subject to availability and the fees described below.

WHEREAS, Carlson Dettmann Consulting, LLC, has proposed to provide these services at a cost not to exceed \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Village formally approves the agreement with Carlson Dettmann Consulting LLC to provide consulting services as set forth in **Exhibit A**, which is attached hereto and incorporated by reference.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 18th day of November, 2019.

VILLAGE OF CALEDONIA

By: _____

James R. Dobbs, Village President

Attest: _____

Karie Pope, Village Clerk

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
VILLAGE OF CALEDONIA, WI
AND
CARLSON DETTMANN CONSULTING, LLC**

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

WHEREAS, Client is seeking assistance to support to costing of proposals for current and future collective bargaining activities; and

WHEREAS, Client wishes to enter into an agreement with Consultant to provide these professional consulting services.

THEREFORE, Client and Consultant agree to the following:

1. Term. The term of this Agreement shall be from date of signing until services are completed. It is expected that the work described herein—with the exception of 2 b) below—will be completed in advance of any formal proceedings at the direction of the Village or its legal counsel.
2. Scope of Services. The Consultant shall provide to Client consulting services as follows:
 - a) Develop a costing methodology for the client in spreadsheet format, with the intent that said methodology will be used to support the Client's position and/or refute the union's position in future collective bargaining proceedings.
 - b) Provide necessary training to Client on said costing methodology so that Client may be able to navigate and utilize the spreadsheet in the future.
 - c) Coordinate, as required, with Client's legal counsel as it relates to the format and structure of the reports to be used in any future collective bargaining proceedings.
 - d) Provide, as needed and requested, expert witness services to testify to the methods and findings of said analysis. [OPTIONAL SERVICE]
 - e) Assist with preparation of arbitration exhibits, as needed and requested, at the direction of the Client. [OPTIONAL SERVICE]
 - f) Consultant will be available for onsite meetings at the request of the Client, subject to availability and the fees described below.
3. Project Fees. Client shall pay the Consultant at the following rates for services agreed upon:
 - a) Hourly Rates. Consultant will invoice the Client monthly for work on this project at the established consulting rate of \$200 per hour, portal to portal. Consultant has communicated that the total fee is not expected to exceed \$5,000, and will not exceed that amount unless prior written approval is obtained by the Client.
 - b) Expenses. The Client will reimburse Consultant for "out-of-pocket" expenses for mileage, meals, or lodging as required for meeting attendance on the Client's behalf.
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 Client.

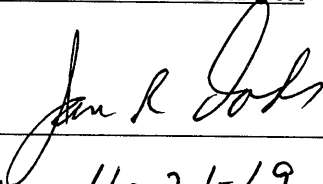
5. Performance Requirements of Client. Client shall provide and make available to the Consultant access to, or data from, its human resources and related systems of record as necessary to fulfill said services.
6. Independent Contractor. It is mutually understood and agreed, and it is the intent of the 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 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.
7. Indemnification. The Consultant agrees it shall defend, indemnify, and hold harmless Client, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that 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. 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 negligent or intentional acts or omissions of Client, its officers or employees.
8. Insurance Coverage. Consultant is required to carry professional liability insurance coverage that would cover the nature and type of service that is being provided to the Client.
9. Trade Secrets. The Carlson Dettmann Point Factor Job Evaluation System and methodology, marketplace surveys performed, Total Rewards Management System, costing methodologies, 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.
10. 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.
11. Assignment. Neither party to this Agreement may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.
12. 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.

13. Binding Effect. This Agreement shall extend to, and be binding upon, and inure to the benefit of the parties.

14. 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.

VILLAGE OF CALEDONIA, WI



Date: 11-21-19

CARLSON DETTMANN CONSULTING, LLC

Date: