Notice of Public Meeting **Tuesday, May 9, 2023 9:00 a.m.** 

# JOINT ADMINISTRATIVE COMMITTEE & FINANCE COMMITTEE

Door County Government Center Chambers Room (C102), 1st floor 421 Nebraska Street, Sturgeon Bay, WI

Oversight for Child Support, Corporation Counsel, County Administrator, County Clerk, Human Resources, Technology Services, Transportation, and Veteran's Services

#### AGENDA:

- 1. Call Meeting to Order
- 2. Establish a Quorum ~ Roll Call
- 3. Adopt Agenda / Properly Noticed
- 4. Correspondence
- 5. Public Comment
- 6. New Business (Review / Action)
  - **♦** County Administrator
    - Compensation Structure Market Update
    - ◆ Human Resources Organizational Review
- 7. Next Meeting Date(s)
  - Tuesday, June 20, 2023 9:00 a.m.
- 8. Adjourn

This meeting will be conducted by teleconference or video conference. Members of the public may join the meeting remotely or in-person.

#### To attend the meeting via computer:

Please click the link below to join: https://us02web.zoom.us/j/82920 451032?pwd=RDMwcHFGVURs K0FXemVzTUhrY0NYdz09

Webinar/Meeting ID: 829 2045 1032

Passcode: 197513

Or by Phone:

Dial:1-312-626-6799

Deviation from Order Shown May Occur



#### **COUNTY OF DOOR**

County Government Center 421 Nebraska Street Sturgeon Bay, WI 54235

#### **Ken Pabich**

County Administrator (920) 746-2303 kpabich@co.door.wi.us

TO: Administrative Committee

Finance Committee

FROM: Ken Pabich, County Administrator

DATE: May 9, 2023

RE: Compensation Structure Market Update

#### **Background**

In 2020-21, we worked with Carlson-Dettman on updating our Compensation Structure. Traditionally, a comprehensive update would last at least five years by making yearly market adjustments. However, with COVID, the market has changed more quickly than anticipated and it may be argued that Door County has been more acute to its impact along with other market forces such as housing.

#### Analysis:

This project was budgeted for the 2023 fiscal year based on the feedback received from Department Heads and the County Board. A Comprehensive review would normally require that we update all of our positions by completing all new Job Analysis Questionnaires (JAQs) for every position. In this case, we are confident that the JAQs are still valid. Thus, we can eliminate this expense and focus on the market review with some additional review as identified by Carlson-Dettman.

The attached proposal from Carlson-Dettman outlines the scope of work to be completed. It is designed to fall within our 2024 budget timeline. Please also note that project results will be presented to the Committee and County Board.

#### **Recommendations:**

Administration is recommending that we proceed with the planned project with Carlson-Dettman.

## PROFESSIONAL SERVICE AGREEMENT BETWEEN DOOR COUNTY, WI AND CARLSON DETTMANN CONSULTING

This professional service agreement (hereinafter the "Agreement") is made and entered into by and between Door County, WI (hereinafter "the Client") and Carlson Dettmann Consulting, a division of Cottingham & Butler Insurance Services, Inc., an Iowa corporation (hereinafter "Consultant").

**WHEREAS**, Consultant assisted Client in developing its current pay plan and in 2021, Carlson Dettmann worked with Client to complete a comprehensive wage plan update. The significant changes during that work included moving the County to the 60<sup>th</sup> percentile of the market and also establishing an open wage scale. As part of that study, it was also the first time that Client used a more significant comparable data set to help set the wages.

WHEREAS, Client is concerned about continuing market competitiveness. Typically, the comprehensive study remains valid for at least three to five years and requires cost of living adjustment year to year. However, with COVID recovery and the change in the marketplace in Door County, it would be worthwhile to complete a 'market refresh' of the plan. No job analysis questionnaires (JAQs) are necessary, as Consultant is confident that the JAQ's are accurate in terms of the positions scope of work as compare to the market, based on discussion with the Client.

**WHEREAS**, Client wishes to enter into an agreement with Consultant to provide professional consulting services for market measurement and pay plan management services.

**WHEREAS**, Consultant is familiar with Client's organization and has an established history of providing similar services and is willing to provide the above-referenced professional consulting services to the Client.

**THEREFORE**, the Client and Consultant agree to the following:

- 1. <u>Term.</u> The term of this Agreement shall be from the date of the last signature of this Agreement and remain in force until all services contemplated hereunder are completed.
- 2. <u>Scope of Services</u>. The Consultant shall provide to the Client consulting services as follows:
  - a) Consultant will complete a comprehensive benchmark market reviews based on the 2021 comparables to determine how the plan should be adjusted to remain within the 60th percentile of the market.
  - b) As a modification from the 2021 study, Consultant will complete a review of the local Door County market. With the peninsula, Door County has experienced a more acute impact on market pressures especially at the lower end of the pay plan. This data will be used to see of the 60th percentile needs to be adjusted for the local Door County labor market.
  - c) Consultant will review the lower end of the pay structure, as there has been significant

- pressure on the lower wage scale. Review will include possible adjustment of the lower pay scale and compression within the pay plan, considering competitiveness, equity, and cost.
- d) Consultant will review "hot job" positions that have been identified by the County as "out of market". "Out of market" means that the position have perceived dramatic market changes within comparable or local Door County market.
- e) Consultant will review individual position reclassifications as requested by the County as part of the budget process.
- f) Consultant will provide costing alternatives, should an updated pay structure be preferred. Client will provide employee-level data to the Consultant for use in developing the costing alternatives for implementation.
- g) Consultant will be available for up to four (4) onsite meetings with Client during the course of the engagement, including delivery to the Administrative Committee and the County Board to present the final recommendations.
- h) Consultant expects the scope of work to encompass approximately four months to complete. Consultant will work with Client to ensure that the project aligns with the required budget timeline.
- 3. <u>Base Project Fees</u>. Unless noted elsewhere, the project fee includes those items identified in the Scope of Services. The Client shall pay the Consultant a project fee of \$23,000, plus reasonable travel expenses.

#### 4. Additional/Optional Fees.

- a) <u>Expenses</u>. The Client will reimburse Consultant for reasonable "out-of-pocket" expenses for applicable mileage, lodging and meals as required for meeting attendance on the Client's behalf and will be invoiced as they are incurred. Consultant estimates reasonable travel expense to be \$2,000 or less, however the Client will only be billed for actual incurred expenses.
- b) Work Beyond the Scope of Services. Consultant services agreed upon that are beyond the Scope of Services identified above (e.g. consulting on organizational management matters; the onsite meeting defined above; locating records or otherwise responding to public records requests made to the Client relating to the project; etc.), shall be at the rate of \$250 per hour, unless agreed upon otherwise by the Client and Consultant. Jobs submitted to Consultant for job evaluation as a result of a substantial change in duties since the most recent pay study, shall be invoiced at \$275 per evaluation. No additional charges shall be made for consulting, onsite meetings or locating records and other public record responses without prior written approval of Client's representative.
  - a. Upon mutual agreement of the parties, the meeting noted above, periodic status

conferences, and/or other meetings may be conducted via phone conferences or web-based technology (e.g. Zoom). Subject to scheduling and mutual agreement, meetings conducted by telephone and/or web conference are not subject to any additional fee.

- 5. <u>Payment.</u> Consultant shall submit invoices in four (4) equal installments of the agreed upon project fee: initial payment due upon execution of a professional services agreement, second and third payments due at the start of the subsequent months of the project respectively, and the final payment due upon delivery of Consultant's findings and recommendations to the Client.
- 6. <u>Performance Requirements of Consultant</u>. The Consultant shall complete the services performed under this Agreement in a professional and competent manner consistent with generally accepted industry standards. 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 at reasonable intervals in the project.
  - a) <u>Confidential Client Information</u>. 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.
- 7. <u>Independent Contractor</u>. 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. <u>Indemnification</u>. 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 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 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, in the performance of its duties under this Agreement; and (ii) except to the extent caused by the Consultant, any allegation that Client's compensation program or structure is administered by the Client in any way noncompliant with local, state or federal law.

- 9. 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. Except as otherwise required by law, including, but not limited to, the Wisconsin Public Records Law, 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. Consultant agrees to notify Client and/or clearly mark items submitted to the Client which the Consultant deems to be trade secrets. Further, Consultant shall refrain from transferring or transmitting materials deemed to be trade secrets without a properly executed trade secrets agreement between the Consultant and the Client.
- 10. <u>Insurance Coverage</u>. Consultant carries professional liability insurance coverage that would cover the nature and type of service that is being provided to the Client, and Consultant will provide proof of insurance coverage at the request of the Client.
- 11. <u>Signature</u>. This Agreement may be executed through e-signature, and may be delivered via facsimile or electronic mail.
- 12. <u>Assignment</u>. Neither party may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, which shall not be unreasonably withheld.
- 13. <u>Severability</u>. 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. <u>Interpretation of Law</u>. This contract is to be interpreted under the laws of the State of Wisconsin.
- 15. <u>Entire Agreement</u>. 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.

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CLIENI	CONSULTANT
By:	By:
Ken Pabich, County Administrator	Matt Shefchik, AVP of Total Rewards
Date:	Date:

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#### **COUNTY OF DOOR**

County Government Center 421 Nebraska Street Sturgeon Bay, WI 54235

#### Ken Pabich

County Administrator (920) 746-2303 kpabich@co.door.wi.us

TO: Administrative Committee

Finance Committee

FROM: Ken Pabich, County Administrator

DATE: May 9, 2023

RE: Human Resources Organizational Structure

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#### **Background**

Human Resource Consulting was hired to complete an assessment on the Human Resources Department. This assessment was to determine the best way to structure the department for meeting the needs of the department now and in the future.

#### **Analysis:**

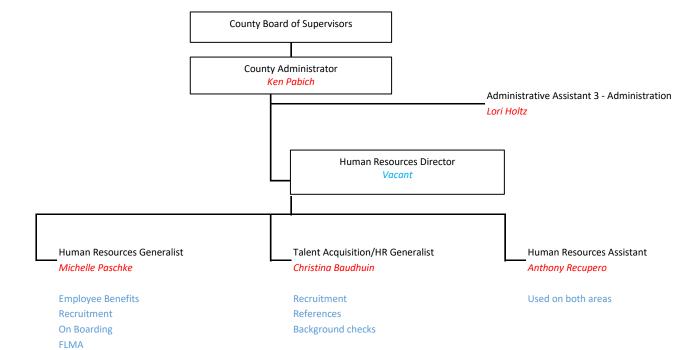
Human Resource Consulting will be on site to discuss the overall findings; however, we have attached the general recommendation for going forward on the attached organization chart. It shows the previous and recommended organizational structure along with the duties related to each position.

Please note, that while duties are shown under various positions, it is critical that we convey that these are "lanes" not "silos". What is meant by this is that while we are providing staff to be leads in certain areas, it will be critical given the size of the department, that each member can fill in for one another.

#### **Recommendations:**

Administration is looking for feedback and concurrence on the path forward with the Human Resources Department. The Department and its role within the organization is critical to our overall success and it is vital that I have the support throughout the organization.

**Existing** 



DIRECTOR

Management

Policy

Investigations

Performance

Workers Comp

Cobra

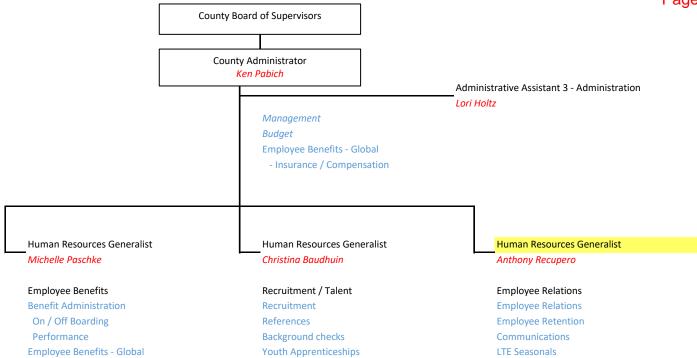
FMLA Budget

Contract out:

USI - Insurance

Compensation Global

### Recommended Organization



Career Dev. / Succession Planning

#### **Shared Duties**

Policy - Updates / Maintain Employment Law / Safety Training & Development Global Culture

Compliance / FMLA

**Workers Comp** 

#### Contracted out:

USI - Insurance Compensation Cobra

Policy - Develop / Global
 Special Needs

<sup>\*</sup> on as needed basis