

BIDDLE CONSULTING GROUP, INC.
193 Blue Ravine Road, Suite 270, Folsom, CA 95630

Office: (916) 294-4250 Fax: (916) 294-4255

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into by THE CITY OF GRAND JUNCTION, 250 N. 5th Street, Grand Junction, CO, 81501, hereinafter referred to as "Client," and BIDDLE CONSULTING GROUP, INCORPORATED, 193 Blue Ravine Road, Suite 270, Folsom, CA 95630 hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, the Client proposes to engage the Consultant to render certain professional services in support of the Client's effort; and

WHEREAS, the desired studies and advice require technical expertise and experience which the Consultant has represented it possesses; and

WHEREAS, it is recognized that the Consultant cannot provide a guarantee of compliance or render the Client immune from liability;

NOW, THEREFORE, the parties agree as follows:

1. Employment of Consultant. The Client hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the services hereinafter set forth.
2. Independent Contractor. Consultant is an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency trust or any other equivalent relationship between the Parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either Consultant or agent of Consultant. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as federal and state income tax withholding, social security taxes, and unemployment insurance applicable to such personnel as employees of the applicable Party, and each Party shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits (if any) to which such Party's employees may be entitled. Consultant shall not have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of Client.
3. Contacts for Responsibility. Ann Guevara shall be the Client's designated representative for the purposes of administering this Agreement.
4. Scope of Service. The Consultant shall work with the Client to provide consulting services for a project to conduct Disparity Analyses of Compensation Data(s) and corresponding reports. The report(s) will include:

Appendix 1 – Pricing and Deliverables

If modifications to deliverables are required, an additional agreement will be drafted to address said modifications.

5. **Compensation.** Consultant agrees to provide goods and services in accordance with the pricing schedule identified in;

Appendix 1 – Pricing and Deliverables

Travel-related expenses are not included in contract scope. If the Client desires additional services not listed within this document (e.g., compensation audit services, EEO (Equal Employment Opportunity) review services, on-site assistance and/or training, research, modifications to original deliverables), those related travel services would be pre-approved by Client. Those services will be negotiated under a separate agreement or by a modification to this Agreement.

Upon finalization of the data file (finalization being defined as mutual agreement between Client and Consultant that data file is complete and ready to use in the creation of reports), Consultant will begin generating reports. Should Client seek to change the data file used for report generation after data file is complete and report generation has begun, Consultant may impose additional fees based on percent to project completion. Fees will not be charged without Client prior knowledge.

Initial Data File – Employer will deliver initial data file on a mutually established calendar date. Annual project is subject to 10% per month premium of annual project fees where actual data delivery exceeds 90-days from established data delivery date.

6. **Time of Performance.** The timeline to completion for each product or service delivered shall be established, and/or modified, by mutual consent of both parties.
7. **Method of Payment.** In consideration for the Services to be rendered hereunder, Client agrees to pay Consultant for the Services as outlined in Paragraph 4, in accordance with the following schedule:
 - a. Additional Fee Services (as described in Appendix 1):
 - i. 50% of the project shall be invoiced upon written notice of intent to move forward with the project
 - ii. 50% of the project shall be invoiced upon completion of reports

Payment is due on net 30 terms. If the Client objects to any part of the bill, the Client will pay the undisputed amount within thirty (30) days of date, it receives the invoice and will present written objections to the remaining portion of the bill within five (5) working days of receipt of the bill, identifying each objection.

8. **Termination of Agreement.** Agreement may be terminated for cause. If Client is dissatisfied with any portion of work product delivered, Client may submit concerns to Consultant in writing within thirty (30) days of receipt. If Consultant cannot complete work to client's satisfaction within thirty (30) days of receipt of written request Client may terminate agreement in writing.

In the event this Agreement is terminated prior to the completion of the project, the Client shall pay the Consultant its costs incurred to the time of termination and to include a reasonable amount of time to document project status, organize and file project materials. Costs shall include fees charged, expenses, and computer charges for work performed. The prevailing party, in any dispute over this Agreement, will receive attorney fees and other costs from the other

party. If the Consultant is the prevailing party, costs will include time and expenses at prevailing billing rates spent in the work described in the Agreement as well as suit preparation.

9. Assignability. This Agreement shall not be assigned without the prior written consent of the other party.
10. Non-Solicitation. Consultant agrees that it will not hire, directly or indirectly, in an individual capacity or solicit for employment or for retention or engage as an independent contractor in an individual capacity, any of the employees, agents, independent contractors, workers or consultants of Client or former employees, agents, independent contractor's, workers or consultants of Client, without the written consent of Client, for at least three (3) years following the completion or termination of this Agreement.

Client agrees that it will not hire, directly or indirectly, in an individual capacity or solicit for employment or for retention or engage as an independent contractor in an individual capacity, any of the employees, agents, independent contractors, workers or consultants of Consultant or former employees, agents, independent contractor's, workers or consultants of Consultant, without the written consent of Consultant, for at least three (3) years following the completion or termination of this Agreement.

11. Maintenance. For work outside the Scope of Service as defined in Paragraph 4 of this Agreement, or task schedules agreed upon to implement the Scope, or work after the termination date of this Agreement, the Consultant will charge the Client the hourly personnel rates in effect at that time, and expenses associated with the work.
12. Integration. This Agreement is the sole Agreement between the parties relating to the subject matter of this Agreement.
13. Successors. The burdens and benefits of this Agreement shall be binding upon the respective successors and assignees of the Client and Consultant.
14. Arbitration and Venue. Unresolved issues between the parties will be submitted to binding arbitration in a mutually beneficial location.
15. Authority. Each of the persons executing this Agreement represents that he or she is authorized to so execute on behalf of the signatory person or entity and accepts the terms above.
16. Consultant Guarantees. Unless otherwise stipulated within this contract, if the OFCCP (Office of Federal Contract Compliance Program), or other regulatory agency, has a technical issue with any of the statistical methods within the Report(s), Consultant will address the issues directly and/or correct the issue at Consultant's expense. Consultant will provide defense of any further action taken by any regulatory agency at hourly rates.
17. Confidentiality. Consultant will preserve as confidential all information related to the business activities of Client, its respective clients, suppliers and other entities with whom Client does business that may be obtained by Consultant ("Confidential Information"). The existence and terms of this Agreement will also be deemed Confidential Information. Consultant will hold Confidential Information in trust and confidence for Client and not disclose Confidential Information to any person, firm or enterprise, or use any Confidential Information for its own benefit or the benefit of any other entity, unless authorized by Client in writing, and to limit access and disclosure of such Confidential Information to Consultant's personnel on a "need to

know” basis only, provided such personnel are bound in writing to Consultant to adhere to non-disclosure restrictions at least as stringent as those restrictions contained herein.

Confidential Information does not include information that is:

- a. previously known to Consultant, free from any obligation to keep it confidential, or
- b. publicly disclosed by Client either prior to or subsequent to the receipt by Consultant of such information, or
- c. independently developed by Consultant without any access to Confidential Information, or
- d. rightfully obtained from a third party lawfully in possession of Confidential Information who is not bound by confidentiality obligations to Client.

Consultant may disclose Confidential Information if Consultant is required to do so under applicable law, rule or order; provided that Consultant, where reasonably practicable and to the extent legally permissible, provides Client with prior written notice of the required disclosure. Consultant will return, or at request of Client, destroy, all copies of the Confidential Information in its possession or control upon termination of this Agreement.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date written below.

BIDDLE CONSULTING GROUP

DocuSigned by:
John Piatt
697122FDD7344A8...
(Signature)

John Piatt
(Name)

VP EEO/AA
(Title)

9/9/2020 | 10:38 PDT
(Date)

THE CITY OF GRAND JUNCTION

DocuSigned by:
Duane Hoff Jr., Senior Buyer - City of Grand Junction
9F789E7D50F14BC...
(Signature)

Duane Hoff Jr., Senior Buyer - City of Grand Junction
(Name)

Sr. Buyer
(Title)

9/9/2020 | 11:49 MDT
(Date)

Appendix 1 – Pricing and Deliverables

Proactive Pay Equity Analysis Total Fee: Analyzation of 600 employees - \$6,300; or
Analyzation of 900 employees - \$6,900

Includes the following:

Phase I. Development of Compensation Model

Development of the compensation model is necessary in the first iteration of analysis and is generally not necessary thereafter. Occasionally, client compensation structure has been reengineered; in these instances a study to redefine the compensation model is required.

Qualitative and Quantitative studies are performed (typically in an iterative rather than sequential manner) until the optimal model is obtained:

- **Qualitative study:** gain understanding of compensation decisions so the analysis maps to business reality. In general, Qualitative study requires talking to compensation and benefits team members.
- **Quantitative study:** determine what data is available; analyze/evaluate available data per qualitative study to examine different structures and explanatory factors to maximize model validity.

Phase II. Pay Equity Analysis

Data is run through multiple iterations of analyses:

- 1) **Measure pay equity to find *Base + Non-Base components (e.g., equity grants, bonus, options, etc...) + Total***
- 2) **Quantitative (this is the core of the pay equity study) - build and analyze compensation data using multiple linear regression (MLR):**
 - **Large Sample:** Multiple Linear Regression statistical analysis
 - **Small Sample:** Special data modeling methods to investigate for group differences

Phase III. Deliverables

Reports are delivered, and findings are discussed:

- 1) **Prospective Client will receive a live and very interactive MS Excel Workbook containing quick-click, drill-down investigation:**
 - **Executive Summaries**
 - **Hotspot Reports**
 - **Pay-Adjustment Schedule**
 - **Access to raw results**
- 2) **The Prospective Client team will receive training covering:**
 - **Navigation and utilization of the Workbook**
 - **Interpretation of MLR results**

- *Evaluation of model validity*
- *Communication of results to stakeholders*

Phase IV. Additional Follow-up Analysis and Discussions

Three (3) hours of follow-up analysis and discussions are included in the package; hourly rates apply thereafter (please see Supplemental 3):

- *Conference call/email communication regarding data needs*
- *Data coding and validation (as necessary)*
- *Identification of potential additional explanatory variables, data refinements, and re-running of analyses wherever statistically significant differences are found.*
- *Identification of compensation adjustments required to eliminate statistically significant differences (i.e., to the point where predicted salary does not deviate from actual salary by more than two (2) Standard Deviations).*

2020 PERSONNEL HOURLY RATES, EXPENSES, AND TERMS

Personnel rates are for staff consulting services and travel time and are charged at the hourly rates listed below. These rates do not include reimbursable expenses such as hotel, subsistence, air fare, parking, etc. which are billed on an actual cost basis as explained below. Rates can be modified as often as annually.

President	\$475	Associate Analyst	\$235
Principal Consultant	\$420	Programmer III	\$330
Senior Consultant	\$390	Programmer II	\$310
Consultant III	\$355	Programmer I	\$300
Consultant II	\$345	Systems Analyst II	\$305
Consultant I	\$330	Systems Analyst I	\$280
Analyst II	\$295	Administrative Assistant II	\$140
Analyst I	\$270	Administrative Assistant I	\$105

Any work product developed under the advice or direction of Consultant will retain the copyright of Consultant.

***Additional services beyond the terms of this agreement shall be covered under a separate agreement ***

<i>NOTE: BCG cannot provide a guarantee of compliance or insulate the Company from liability from its hiring practices/methods.</i>
