

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
CITY OF MANITOWOC, WI
AND
CARLSON DETTMANN CONSULTING**

THIS PROFESSIONAL SERVICE AGREEMENT (hereinafter the “Agreement”) is made and entered into by and between the City of Manitowoc, WI, a Wisconsin municipal corporation (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

WHEREAS, Client is concerned about continuing market competitiveness; and

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, in consideration of the covenants and terms contained herein, the Client and Consultant mutually agree to the following:

1. Term. 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. Scope of Services. The Consultant shall provide to the Client consulting services as follows:
 - a) Market Update. Consultant will measure labor markets for the Client using the benchmark jobs and public sector organizations measured in the most recent study, or as modified by mutual agreement of the parties. Consultant will also include data that reflects private sector benchmarks from its data library for those jobs that it can match.
 - b) Development of Alternatives. Consultant will review the market-positioning and provide to the Client alternatives for addressing any competitive challenges including, but not limited to, an option for a revised pay plan structure based upon the market study.
 - c) Meetings. Consultant will be available for a meeting with the Client, and/or its relevant department directors, to discuss concerns and challenges with the current compensation structure and/or to review specific challenges with recruitment or retention. Said meeting may be conducted virtually, or onsite, at the mutual agreement of the parties. Consultant will be also available for either an onsite or remote meeting with the governing body (e.g. council, committee, board, commission, etc.) to discuss the findings and recommendations of the project.
 - d) Job Evaluation. **[OPTIONAL]** Consultant will conduct job evaluation reviews, as requested by the Client, for positions Client determines have either experienced a

substantial change in duties since the most recent pay study or do not have a current job evaluation rating. Consultant will recommend pay plan placement for all reviewed jobs.

- e) Costing Options. [OPTIONAL] Should the implementation of a new pay structure be the preferred alternative, using employee-level data provided by the Client, Consultant will develop costing alternatives for implementation.
3. Project Fees. Client shall pay the Consultant at the following rates for services agreed upon:
 - a) Market Update. The professional fee for this project shall be \$12,500.00, with an initial payment of \$6,250.00 to be paid as soon as practicable upon receipt of invoice, and the remaining balance due upon submission of the final findings and recommendations.
 - b) Expenses. The Client will reimburse Consultant for “out-of-pocket” expenses for applicable mileage, lodging and meals as required for meeting attendance based upon the Client’s request and written consent.
 - c) Job Evaluation. [OPTIONAL] Jobs submitted to Consultant for job evaluation as a result of a substantial change in duties since the most recent pay study shall be charged at \$275.00 per evaluation.
 - d) Costing Options. [OPTIONAL] At the direction of the Client, the fee for developing costing alternatives shall be invoiced at \$2,500.00.
 - e) Services Outside of Scope. [OPTIONAL] Consulting services agreed upon by the parties in writing that are greater than the scope of this Agreement (e.g. consulting on design of a merit pay program, workshop on compensation management, employee development consultation, onsite meetings in excess of those defined above, etc.) shall be at Consultant’s normal hourly rate of \$250.00 unless otherwise agreed. However, subject to scheduling and mutual agreement, meetings conducted by telephone and/or web conference shall not be subject to any additional fee.
 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 at reasonable intervals in the project.
 - a) Confidential Client Information. 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.
 5. Performance Requirements of Client. The Client shall provide and make available to the Consultant access to its human resources and related systems of record as necessary to fulfill said services. Client shall take care that all data and documentation provided to Consultant is accurate and complete. All job titles in the job documentation provided to Consultant shall

either directly correlate to the job titles in the employee data file provided by Client, or supplemental information shall be provided to Consultant to effectuate a clear linkage between the employee-level data and said job documentation.

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 the Client under this Agreement. No tenure or any rights or benefits, including, without limitation, 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 the Client, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including reasonable attorney fees 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, including reasonable 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 the Client, its officers or employees, including allegations that Client's compensation program or structure is administered in any way noncompliant with local, state or federal law.

Nothing contained within this Agreement is intended to be a waiver or estoppels of the Client or contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes §§ 893.80, 895.52, and § 345.05. To the extent that indemnification is available and enforceable, neither the municipality nor its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

8. 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. Stat. § 134.90. 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.

9. Confidential Client Information. 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.
10. 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, and Consultant will provide proof of insurance coverage prior to the execution of this Agreement.
11. Signature. This Agreement may be executed through e-signature, and may be delivered via facsimile or electronic mail.
12. Assignment. 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. 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.
14. Interpretation of Law. This contract is to be interpreted under the laws of the State of Wisconsin.
15. 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.

(SIGNATURE PAGE TO FOLLOW)

CITY OF MANITOWOC

CARLSON DETTMANN CONSULTING

By:

By:

Justin Nickels
Mayor

Patrick Glynn,
Director of Total Rewards Consulting

Date:
