

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
MANITOWOC PUBLIC LIBRARY BOARD OF TRUSTEES
AND
CARLSON DETTMANN CONSULTING, LLC**

This professional service agreement (hereinafter the “Agreement”) is made and entered into by and between Manitowoc Public Library Board of Trustees (hereinafter “the Client”) and Carlson Dettmann Consulting, LLC, a Wisconsin limited-liability company (hereinafter “Consultant”).

WHEREAS, Consultant assisted the Client in developing its current pay plan; and

WHEREAS, labor markets in the region have changed substantially, and the Client is concerned about continuing market competitiveness; and

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

THEREFORE, the Client and Consultant agree to the following:

1. Term. The term of this Agreement shall be from date of signing until terminated by the Client or the Consultant.
2. Scope of Services. The Consultant shall provide to the Client consulting services as follows:
 - a) Market Study Update. Consultant will measure labor markets for the Client using the benchmark jobs and public sector organizations measured in the most recent study. Consultant, in coordination with the Client, will review the marketplace for possible additions/deletions to the comparable employers so that the Client can make the most appropriate choice on its market comparisons.
 - b) Benchmark Jobs. Consultant will review the prior benchmark jobs, and add or update jobs with the appropriate marketplace data. Said data will reflect private sector benchmarks from its data library for those jobs that it can match. All data will be provided in summary form.
 - c) Internal Data. Consultant will review turnover, current hiring practices and internal policy controls on recruitment and recommend policy adjustments as appropriate.
 - d) Job Evaluation. Consultant will conduct job evaluation reviews as requested by the Client for positions it concludes have experienced a substantial change in duties since the most recent pay study and recommend pay plan placement.
 - e) Recommendations. Consultant will provide a revised pay plan structure based upon the market study, including a discussion of the options for plan management such as: bifurcated plans (e.g. exempt/nonexempt, etc.); adding/deleting steps to plan to meet market demands; introducing performance to the plan for purposes of progression.
3. Fees. The Client shall pay the Consultant at the following rates for services agreed upon:
 - a) Base Project Fee. The professional fee for the market review portion of the project shall be performed at a cost of \$3,750, with \$1,875 paid upon signing of this Agreement and the balance due upon submission of the summary report, and includes:
 - i) The data collection and analysis defined in the Scope of Services.
 - ii) Onsite meetings to include:

- (1) An initial meeting with the Client to ascertain issues, concerns, and to properly identify the data requirements of the project; and
 - (2) An onsite meeting with the Client's selected management staff to discuss matters relating to the scope of this project; and
 - (3) Up to two (2) meetings with the appropriate Committee and/or Common Council to discuss the status of the project, review the findings of the project, or aide with the adoption of said project; and
- b) The Client will reimburse Consultant for "out-of-pocket" expenses for mileage, meals, or lodging as required for meeting attendance on the City's behalf not to exceed the normal state reimbursement rates.
- c) Additional Fees:
 - i) Consultant services agreed upon that are greater than the scope of this Agreement (e.g. consulting on design of a merit pay program, onsite meetings in excess of those defined above, etc.) shall be at Consultant's normal hourly rates unless agreed upon otherwise by the Client and Consultant. However, subject to scheduling and mutual agreement, meetings conducted by telephone and/or web conference are not subject to any additional fee.
 - ii) 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 \$250 per evaluation.
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 the Client.
5. Performance Requirements of County. 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.
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 worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, withholding taxes or other benefits available to County 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 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. 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 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.

8. Trade Secrets. The Carlson Dettmann Point Factor Job Evaluation System and methodology, marketplace surveys performed, Total Rewards Management System, 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.
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 the Client and the Consultant.

MANITOWOC PUBLIC LIBRARY BOARD OF TRUSTEES

By:

Date:

CARLSON DETTMANN CONSULTING, LLC

By:

Charles E. Carlson, Partner

Date: