

HR Pro Consulting, LLC

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*Supporting local businesses with management of
their most important assets...people*



SOW 118 for Agreement to Perform Consulting Services to City of West Allis

Date	Services Performed By:	Services Performed For:
December 28, 2018	HR Pro Consulting, LLC PO BOX 210573 Milwaukee, WI 53221 414.801.9623 www.hrproconsultingllc.com mwachtel@hrproconsultingllc.com	City of West Allis 7525 W Greenfield Ave West Allis, WI 53214

This Statement of Work (SOW) is pursuant to agreement to receive and deliver consulting services between City of West Allis ("Client") and HR Pro Consulting, LLC ("Contractor"), effective December 28, 2018 (the "Agreement"). This SOW is subject to the terms and conditions contained in the agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this agreement, the terms of this SOW shall govern and prevail.

This SOW # 118 (hereinafter called the "SOW"), effective as of December 28, 2018, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence on January 3, 2019, and shall continue through successful hire of a permanent HR Director.

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

Interim human resource management support as directed by City Administrator.

Nondisclosure

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged, **including but not limited to, personnel record information (see §19.36(10) Wis. Stats.), protected health/medical information, records/information protected by state or federal law.** If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.
2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
3. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.
8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

Client Responsibilities

Regarding the services to be performed, Client agrees that Contractor will not be liable to the organization, or to anyone who may claim any right due to any relationship with the organization, for any acts or omissions in the performance of services on the consultant's part **except any liabilities arising out of Contractor's negligent or intentional violation of the terms or conditions of the Agreement between the parties or this SOW (e.g., violation of the nondisclosure provisions/disclosure of confidential information, etc.)**. Client agrees that all human resource related decisions made by the organization, based on the advice/counsel of Contractor, are at the sole discretion of the Client and its representatives, not Contractor. **Except as otherwise stated herein**, the organization shall hold Contractor free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from the services rendered to Client pursuant to the terms of this agreement or in any way connected with the rendering of services.

Fee Schedule

This engagement will be conducted on a Time & Materials basis.

Item Description	Hourly Rate	Number of Hours
Interim Human Resource Director	\$115.00	20 hrs/wk

Upon completion of this Performance Period, Contractor and Client will have the option to renew this agreement for an additional then-stated number of hours at the then-current hourly rate for those resources identified.

Bill To Address	Client Project Manager
7525 W Greenfield Ave West Allis, WI 53214	Rebecca Grill, City Administrator

Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced monthly for the consulting services and materials expenses. Standard Contractor invoicing is assumed to be acceptable. Invoices are due upon receipt.

Client will be invoiced all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with materials and supplies needed to complete work specific to this agreement and any other applicable business expenses) listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses in connection with performance of this SOW, when authorized and up to the limits set forth in this SOW, shall be in accordance with Client's then-current published policies governing associated business expenses, which information shall be provided by the Client Project Manager. The limit of reimbursable expenses pursuant to this SOW is estimated to be 15% of the fees unless otherwise authorized in writing and agreed to by both parties via the project change control procedure outlined within.

Invoices shall be submitted monthly in arrears, referencing this Client's SOW Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Contractor shall provide Client with sufficient details to support its invoices, including time sheets for services performed and

expense receipts and justifications for authorized expenses, unless otherwise agreed to by the parties. Payments for services invoiced that are not received within 15-days from date of invoice will be subject to a 5% penalty per 15-day period thereafter.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:


- Client successfully hires and on-boards a permanent employee as HR Director.
- Contractor and/or Client has the right to cancel services or deliverables not yet provided with 10 business days advance written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

City of West Allis

HR Pro Consulting, LLC

By: 
Name: Rebecca Grill
Title: City Administrator

By: 
Name: Michelle Wachtel, SPHR
Title: Human Resource Consultant