

## **Agreement for Services**

This Agreement is entered into by and between the City of Waukesha, referred to as the City; and GovHR USA, LLC, referred to as GovHR. Together, the City and GovHR are referred to as the Parties.

### **Recitals**

The City desires to engage GovHR to provide professional services for a job classification and compensation analysis.

GovHR is willing to provide professional services to the City of Waukesha.

Now, therefore, the Parties mutually agree as follows:

**1. Scope of Services.** GovHR agrees to provide professional services to the City for job classification and compensation analysis, as specifically described in the City's Request for Proposals (RFP), set forth in Attachment A to this Agreement, which is incorporated herein by reference as additional terms and conditions of this Agreement. In addition, the "Scope of Work/Approach and Methods Used to Perform the Project" set forth in GovHR's Proposal dated February 28, 2014 is incorporated by reference as Attachment B as terms and conditions of this Agreement.

The terms and conditions of the City's RFP shall take precedence over any other Attachment to this Agreement in the event of any conflicting terms and provisions. In addition, the specific terms and conditions of this Agreement shall take precedence over any terms and conditions set forth in the Attachments to this Agreement.

GovHR shall follow generally accepted industry practices, ordinary professional standards and guidelines in the performance of its obligations under this Agreement.

**2. Compensation.** The City will compensate GovHR the sum of Forty four Thousand Eight hundred (\$44,800) Dollars (includes \$2000 for expenses) for all services set forth in Attachment A as follows: GovHR shall be paid 40% of the professional fees (\$17,120) upon execution and receipt of this Agreement by the City; 30% (\$12,840) upon receipt of an invoice from GovHR sixty (60) days thereafter (approximately one-half of the total project performance); and the remaining 30% (\$12,840) plus expenses shall be paid upon receipt of the final invoice at the conclusion of the study and acceptance by the City.

In addition, the City shall compensate GovHR for professional services related to job descriptions as follows: \$250 each for the creation of new job descriptions and \$150 each for updating current job descriptions. GovHR shall invoice for services upon completion of the job descriptions and after completion of the classification and compensation study.

GovHR is solely responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on all

compensation paid under this Agreement. GovHR shall submit requests for payment in a form acceptable to the City and in conformance with its policies. The City shall have thirty (30) days from receipt of any payment request to make payment to GovHR.

Any request for additional services by the City and Agreement by GovHR to provide same shall be in writing.

**3. Time of Performance.** GovHR shall commence performance within 10 business days of the execution of this Agreement by all parties. All services shall be provided by GovHR within 120 days from the commencement of services, unless GovHR requests additional time and an extension is agreed to by the City. The proposed timeline set forth in GovHR's proposal dated February 28, 2014 (p.10) is specifically incorporated as a term of this Agreement.

#### **4. General Terms and Conditions.**

**a. Termination of Agreement.** Both parties shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination thirty (30) days prior to the desired termination date. Unless expressly stated otherwise in the notice, no further services shall be provided in connection with this Agreement after receipt of a notice of termination by GovHR. If the Agreement is terminated by the City without cause, GovHR shall submit an invoice for services rendered through the date of notice of termination, or until the last service is provided, whichever is later.

**b. Assignability or Subcontracting.** Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the City.

**c. Governing Law/Forum/Interpretation.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wisconsin. Venue for any civil action relating to this Agreement shall be in Waukesha County, Wisconsin. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement.

**d. Compliance with Laws/Licenses and Permits.** GovHR shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at Contractor's expense, unless specifically stated otherwise in this Agreement.

**e. No Waiver of Rights.** The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City or person authorized to sign by resolution of the City, and any waiver of a right shall

not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

**f. Dispute Resolution.** The City and GovHR shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes, either party may pursue any remedy it deems appropriate under the circumstances.

**5. Insurance.** GovHR shall procure and maintain, at its own expense, for all services covered by this Agreement, the following insurance:

**a. Worker Compensation.** Worker Compensation Insurance to cover any employee engaged in the performance of services under this Agreement, with limits of at least Wisconsin statutory minimums. GovHR shall comply with the requirements of the Worker's Compensation Act of Wisconsin and shall provide Worker's Compensation Insurance to protect GovHR from and against any and all Worker's Compensation claims arising from the performance of services under the Agreement. The requirements of this provision shall apply to GovHR and to all subcontractors.

**b. General Liability.** Commercial General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage must be on an "occurrence" basis as opposed to a "claims made" basis. This insurance must pay on behalf of the Contractor all sums which the Contractor shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence. This insurance coverage must extend to all levels of subcontractors.

**c. Insurer Rating.** The above-mentioned coverage shall be procured and maintained with insurers with an A or better rating, as determined by Best's Key Rating Guide. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by GovHR. GovHR shall furnish the City with a certificate of insurance in a form satisfactory to the City and City shall be named as an additional insured.

**d. Primary and Excess Coverage.** The policies required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by GovHR.

**e. Insurance Requirement Is Material.** Failure on the part of GovHR to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this Agreement. GovHR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

**6. Indemnification.** GovHR shall indemnify and hold harmless the City and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, or actions made or asserted for any damage to person or property occasioned by the acts or omissions of GovHR or its subcontractors arising out of or in any way connected with the performance of services under this Agreement. GovHR's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

**7. Independent Contractor.** GovHR is an independent contractor. All personnel assigned by GovHR to perform work under the terms of this Agreement shall be and remain at all times employees of GovHR or employees of their respective employers for all purposes.

**8. Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses as follows:

To City: City Administrator  
201 Delafield Street  
Waukesha WI 53188

To GovHR: Joellen C. Earl  
650 Dundee Road, Ste. 270  
Northbrook, IL 60062

**9. Extent of Agreement.** This Agreement represents the entire and integrated Agreement between the City and GovHR and supersedes all prior negotiations, representations or Agreements, either written or oral. Any amendments must be in writing and be signed by both the City and GovHR. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

**10. Records.** The City shall be the sole owner and proprietor of the final work product submitted by GovHR. GovHR shall keep all of its records arising out of this Agreement for a period of seven (7) years after receipt of the final payment under this Agreement.

GovHR understands that such records may be subject to the provisions of Wisconsin law relating to public records.

**GovHR USA, LLC**

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_

**City of Waukesha**

\_\_\_\_\_  
By Shawn N. Reilly, Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Gina Kozlik, City Clerk  
Date: \_\_\_\_\_