



People-Dynamics

Proposal for:
Human Resources Support

August 2, 2021



People-Dynamics

Town of Dewey Beach
105 Rodney Ave.
Dewey Beach DE 19971
Attn: Bill Zolper Town Manager

Via email: townmanager@townofdeweybeach.com

Dear Bill,

I am excited to continue the relationship with Town of Dewey Beach after September 2021! Lyons Companies and I continue with our strong relationship so they will bill for HCM services through September. People-Dynamics' proposal is for services from October 1, 2021, going forward.

Please know that I continue to be dedicated to the Town and I am pleased to help with any HR matters that arise.

Thank you,

Diane

Diane R. Campanile, SHRM-SCP
484-888-3911 (m)



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Purpose

The purpose of Human Resources Consulting Support is:

- To provide the Town of Dewey Beach with a seasoned Human Resources Business Professional to provide recommendations for the proper handling of HR issues that arise

Consultant assignment

Diane Campanile, SHRM-SCP

Schedule

Quarterly on-site visits as needed.

Proposal for Services

Description	Monthly fee rate
HR Consulting up to four (4) hours per month	\$400

Terms

- Term and Termination.** This Agreement shall commence as of the date it is executed by the parties and shall renew annually until terminated by either party with sixty (60) days' written notice to the other. Upon termination, People-Dynamics shall be entitled to payment for Consulting Services rendered prior to the effective date of termination.
- Fee payment.** Invoices are generated prior to the month in which services are rendered and payment is due within fifteen (15) days of receipt.
- Independent Contractor Relationship.** Diane Campanile shall be deemed an independent contractor for all purposes under this Agreement. This Agreement shall not make Diane Campanile the agent or legal representative of Client for any purpose whatsoever, nor shall Diane Campanile hold herself out as such. Diane Campanile is granted no right or authority to assume or create any obligation or responsibility for or on behalf of, or otherwise to bind, the Client.
- Client Responsibilities.** Client recognizes that the establishment and acceptance of policies, programs and practices that are compliant with federal, state, and local laws are the sole responsibility of the Client. In connection with the performance of Consulting Services under this Agreement, Diane Campanile will have reasonable access, as required, and agreed to by Client, to necessary records, systems, properties, and personnel relevant to the subject matter managed. Client understands that refusal to allow access may result in Diane Campanile not being able to complete the Consulting Services to be provided hereunder. If Client refuses to allow, Client shall be responsible for the payment of all fees incurred.
- Confidentiality.** People-Dynamics acknowledges that while performing Consulting Services under this Agreement, it may learn and use certain of Client's confidential information. People-Dynamics will only use such confidential information to perform its obligations under this Agreement. People-Dynamics agrees to hold such information in confidence and not disclose such information to unauthorized third parties.



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f. Similarly, Client acknowledges that it may learn or have access to People-Dynamics's confidential information including consultant names, consulting fees and practices. Client agrees to hold such information in confidence and agrees not to disclose such information to third parties. Client further agrees to hold in confidence the terms of this Agreement and any additional proposal submitted.

g. As used herein, the term "confidential information" shall mean any and all information about either party to this Agreement (the "disclosing party") obtained by the other party (the "receiving party") from, or disclosed to the receiving party by, the disclosing party, which relates in any way to: (a) the disclosing party's past, present and future research, development and business activities; (b) the disclosing party's customers or suppliers; (c) the disclosing party's proprietary technology, methods, tools, inventions, processes, techniques, programs, and works of authorship; (d) the disclosing party's business; or (e) the results from Consulting Services performed by People-Dynamics under this Agreement. These obligations of People-Dynamics and Client shall not apply to any confidential information that: (i) is or becomes generally known by third parties other than through the acts of the disclosing party or its employees, agents, contractors or consultants; (ii) was already independently known to the receiving party prior to receipt of such information from the disclosing party; (iii) was independently developed by the receiving party, as evidenced by receiving party's records; or (iv) is required by law or a government agency to be disclosed to a third party, provided that the receiving party shall promptly notify the disclosing party of such requirement, prior to making the required disclosure.

h. **Ownership.** Upon full payment of all fees and expenses due under this Agreement, Client shall have ownership of, and all right and title to, all reports and work papers produced by People-Dynamics in the course of providing Consulting Services to Client under this Agreement. People-Dynamics shall retain ownership of all its proprietary technology, methods, tools, inventions, processes, techniques, programs, and "know-how," whether pre-existing or developed or created by People-Dynamics in providing Consulting Services under this Agreement. The parties will cooperate with each other and execute such other documents as may be reasonably required to achieve the objectives of this Paragraph.

i. **Limited Warranty.** People-Dynamics warrants that the Consulting Services described in this Agreement will be performed in a professional manner and will comply, in all material respects, with any applicable professional laws and regulations, and any applicable standards or protocols specifically cited in this Agreement. Other than this warranty, People-Dynamics disclaims all other express and implied warranties whatsoever including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, or warranties arising by trade, usage, or course of dealing.

j. **Limitation of Liability.** Notwithstanding anything to the contrary contained in this Agreement, in no event shall People-Dynamics be liable for any special, incidental, indirect, consequential, or punitive damages, including loss of profits, loss of business opportunity, or other economic loss, whether arising in contract or tort (including negligence), claimed to have been sustained by Client directly or indirectly, as a result of the Consulting Services provided by People-Dynamics under this Agreement. The foregoing limitation shall apply, even if People-Dynamics is advised of the possibility of such damages or losses.

k. **Indemnification.** Client will indemnify and hold harmless People-Dynamics, against all claims, brought by any third party, which relate to or arise out of the services performed by People-Dynamics for Client under this Agreement. The preceding obligations of Client shall not apply where such claim has resulted from People-Dynamics' bad faith or willful misconduct.

l. **Notices.** Except as otherwise specifically provided herein, all notices, requests, consents, demands and other communications required or permitted hereunder shall be in writing, shall be effective upon receipt and shall be delivered by hand against receipt or mailed by certified or registered mail, return receipt requested, to the respective parties to this Agreement as follows:



People-Dynamics

If to People-Dynamics:

Diane Campanile, SHRM-SCP
diane@people-dynamics.com

If to Client:

Bill Zolper
Townmanager@townofdeweybeach.com

m. **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, excluding its choice of law rules.

EXPIRATION OF PROPOSAL

This Proposal will expire on September 15, 2021, unless it has been executed by both parties.

TOWN OF DEWEY BEACH signature: _____

Date: _____

People-Dynamics Signature: *Diane Campanile, SHRM-SCP*

Date: August 2, 2021