CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Professional Services Agreement with Human Pivot: HR Consulting and Leadership Coaching, LLC

DATE: May 16, 2022

FINANCIAL IMPACT: $3,500 per week for up to 12 weeks plus $5,000 for Strategic review and written summary recommendations including implementation plan. Budgeted funds are available in General Government – Contractual Services Account 100.000.060.5250.460

BACKGROUND: Current HR Department has a vacancy due to FMLA for up to 12 weeks and it is necessary to retain a trained, subject matter expert which staff can refer to daily with questions and review of processes.

Ms. Bryant has 20 years of senior-level Human Resource experience, most recently as SVP of Human Resources with Bankers Trust and Chief Human Resource Officer at American Equity. She was named HR Professional of the year in 2021 by the Business Record and is a member of Make-A-Wish Iowa Board of Directors.

Not only will Ms. Bryant offer her leadership and experience directly for our HR Generalists staff as well as City Manager's Office, but she will also provide a written summary of recommendations and implementation plan for departmental efficiencies at the end of her contract term. p

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Recommend approval of the Professional Services Agreement with Human Pivot: HR Consulting and Leadership Coaching

Lead Staff Member: Tom Hadden, City Manager

STAFF REVIEWS

Department Director	Tom Hadden
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

https://wdmiowa-my.sharepoint.com/personal/jamie_letzring_wdm_iowa_gov/Documents/Pinkie/HR_Human Pivot Contract_5-16-2022.doc

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this __17th__ day of _May___, 2022, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City"; and _Jennifer Bryant, Human Pivot: HR Consulting and Leadership Coaching for the Modern Workforce, LLC_, (Fed. I.D. #_____), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

   Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

   The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

   A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

      I. Basic Services of the Consultant $__47,000___
      II. Resident Consultant Services $_____

   B. The Consultant shall invoice the City monthly for services, any reimbursable expenses, and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

   C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultants profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

   A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily

injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of $1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan T. Jacobson, City Clerk
Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: Human Pivot, LLC
Attn: Jennifer Bryant
Address:
City, State: West Des Moines, IA

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, gender identity, sexual orientation, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, gender identity, sexual orientation, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be

performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it

impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

BY:_____

CITY OF WEST DES MOINES

BY:_____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

ATTACHMENT 3

SCHEDULE OF FEES

Attachment 1, Scope of Services
Attachment 2, Schedule
Attachment 3, Compensation

Human Pivot

HR CONSULTING AND LEADERSHIP COACHING
FOR THE MODERN WORKFORCE

May 9, 2022

CLIENT City of West Des Moines

ASSIGNMENT The City of West Des Moines' Human Resources leader is on an approved leave of absence expected to last three months. The organization is looking for interim support for the existing HR team to:

1. provide thought leadership and direction;
2. serve as a subject matter expert and first line of response for questions; and
3. mentor and motivate the team in the leader's absence.

As the City of West Des Moines advances and FTE count continues to grow, the City Manager has also asked for assistance in assessing people related needs, gaps, best practices, and plans. We expect, and will confirm through a formal review, that the areas of focus may include organizational structure, job design, policy and practice, and staffing plans.

The ultimate intent of this engagement is to continue smooth and effective operation of the HR team while ensuring the function is scalable and fit for purpose to the evolving needs of the City of West Des Moines. This work will be done with oversight from City Manager Tom Hadden and Deputy City Manager Jamie Letzring, and in collaboration with the current HR staff and other members of the City of West Des Moines leadership team where appropriate.

RATES Leadership and subject matter expertise in the operation of the department including 8 hours onsite per week and unlimited access via email and phone: $3,500 per week

Strategic review and written summary recommendations including implementation plan: $5,000

CONFIDENTIALITY Due to the nature of the assignment, each party may receive certain confidential information about the other party. "Confidential Information" includes all information or material that has or could have commercial value or other utility in the business in which either party is engaged and which is not generally known to the public. Each party agrees to keep all Confidential Information strictly confidential and not to use or disclose this information to third parties without written consent.

CHEERING YOU ON,

Jennifer Bryant

_____

Client Signature

Human Pivot

HR CONSULTING AND LEADERSHIP COACHING FOR THE MODERN WORKFORCE

Growing up in a family-owned business attuned me early to the connection between people and P&L. After 25 years immersed in corporate Human Resources, our workforce has changed dramatically - leaving most companies, business leaders and HR functions struggling to pivot quickly enough, and often enough, to maximize today's talent. For me personally, this realization led to an honest assessment of what is really working, a clearing out of the 'tried and true' practices that no longer fit, and relentless refocus on what is possible. I believe the workplace should be invigorating, challenging AND kind, and I believe authentic leaders are the best leaders. I created Human Pivot LLC to help leaders and HR teams activate and accelerate businesses in amazing ways.

Customized Services

Coaching leaders and teams to focus, energize, strategize, and fully collaborate

Working side by side with your growing business and HR staff to modernize and realign HR services

Developing talent planning, recruitment, compensation, succession, and development strategies

Providing fractional (partial) CHRO or interim HR leadership to fill a gap or assist in transition and transformation

Enhancing culture and employment brand to attract candidates and improve retention and productivity

Bio Jennifer Bryant most recently served as Executive Vice President, Chief Human Resources Officer of American Equity Investment Life Insurance Company, a position she assumed in 2016. She departed American Equity in 2022 to establish an independent HR Consulting Practice called Human Pivot LLC. Jennifer previously served as Senior Vice President of Human Resources at Bankers Trust and prior to that as Vice President, Human Resources Business Partner at Aviva USA. Earlier in her career she spent 10 years with Wells Fargo in a variety of Human Resources roles. Jennifer's expertise is providing practical HR counsel with special emphasis on executive coaching, leadership development, organizational transformation, talent strategy and maximizing human potential.

Jennifer attended the University of Iowa, where she earned her Bachelor of Arts degree in Psychology. She also obtained a Master of Science degree in Industrial Relations from Iowa State University.

Highlights of her community involvement include serving on the Board of Directors for the Greater Des Moines Botanical Garden, Make-A-Wish Iowa, and Greater Des Moines Habitat for Humanity, 2018 Co-chair of the American Heart Association Heart Walk, and volunteer activities in support of Wildwood Hills Ranch and United Way of Central Iowa. Jennifer is an active member of Des Moines Financial Executive Women (DSM FEW), was named the 2021 Dentons Davis Brown HR Professional of the Year by the Business Record and received the Iowa State Ivy School of Business 2021 Women in Business Inspiration Award.

Jennifer lives in West Des Moines with her husband, two daughters, and two Wheaton terriers.

Relevant Career Experience

Built and led transformative HR, Culture and Communications functions facilitating dramatic business growth

Reduced turnover 30% during heightened organizational change

Coached C-suite and senior management to improved personal and team effectiveness

Implemented customized leadership development, performance pay alignment, and succession planning

Partnered closely with Board of Directors to select, onboard and successfully integrate a new CEO

Realigned HR function and organizational culture to a dramatic shift in business strategy resulting in new executive leadership team, 350+ hires in 2021, increased diversity, and year-over-year improvement across all culture categories

Modernized HR processes, policies and compensation plans to maximize personal performance and accountability while mitigating people related risk

Facilitated the successful transition of new sales leadership; developed business case and led multi-stream program to build internal wholesaling capability

Improved ratio of internal promotions to external hires via succession planning, development, and fit to role analysis

Initiated Diversity and Inclusion program

Oversaw 40-60 executive hires per year resulting in an average $3M external search fees saved while increasing the number of diverse candidates submitted for executive positions

Jennifer Bryant

Jenbryanthr5@gmail.com West Des Moines, Iowa 515/745-0630

Innovative, high-energy human resources executive with demonstrated ability to quickly understand business drivers and recommend pragmatic solutions. Expert in developing dynamic, high-achieving teams; building strong partnerships; and providing expert counsel to business clients, particularly at executive level. Strong, comprehensive background in all functions and aspects of human resources including leadership coaching, organizational design and development, performance and reward alignment, talent strategy and high velocity change.

Founder **Human Pivot LLC; 2022**

HR Consulting and Leadership Coaching for the Modern Workforce

EVP, Chief Human Resources Officer **American Equity; 2016- 2022**

Built and led a full-scale HR, Culture and Communications function facilitating dramatic business growth

- Quickly reduced turnover by 30% during a time of heightened organizational change
- Implemented fit-to-purpose leadership development, performance pay alignment, strategic planning, and succession
- Partnered closely with Board of Directors to select, onboard, and successfully integrate a new CEO
- Realigned HR function and organizational culture to new business strategy resulting in new executive leadership team, 350+ hires in 2021, increased diversity, and year-over-year improvement across all culture categories
- Successfully managed organizational response to COVID pandemic

SVP, Human Resources **Bankers Trust; 2013– 2016**

Led the Human Resources function for Iowa's largest privately-owned bank

- Worked closely with CEO to provide strategic leadership for the organization as a member of the Executive Committee
- Strengthened talent in a competitive financial services market
- Modernized HR processes, policies and compensation plans to maximize personal performance and accountability while mitigating risk

VP, Human Resources Business Partner **Aviva USA; 2008- 2013**

Led a team of HR professionals providing strategic consultation to executive clients and their teams

- Partnered with Chief Marketing Officer to build an innovative, full-scale Marketing and Brand team
- Facilitated the successful transition of new EVP Sales who led steady growth in new business
- Developed business case and led multi-stream program to build internal wholesaling capability
- Improved ratio of internal promotions to external hires via succession planning, development, and fit to role analysis
- Co-initiated Aviva USA's Diversity and Inclusion program
- Successfully managed the people component of a major cost savings initiative in Canada, reducing headcount by 30% while maintaining productivity and brand reputation

VP, Human Resources Manager **Wells Fargo Home and Consumer Finance; 2006- 2008**
Managed a team of Compensation and Recruiting professionals responsible for Executive Compensation, Executive Recruiting, Diversity Recruiting, Home Office Compensation, and Home Office Recruiting

- Combined the Executive Compensation and Executive Recruiting functions to leverage synergies, improve user experience, and reduce cycle times
- Oversaw 40-60 executive hires per year resulting in an average $3M external search fees saved
- Drove year-over-year increase in number of diverse candidates submitted for executive positions

Executive Compensation Consultant **Wells Fargo Home and Consumer Finance; 2004- 2006**
Directed the executive compensation function across the businesses of Home and Consumer Finance Group to effectively attract and retain executive talent

- Managed executive pay programs; administered annual stock option grant across 700+ recipients
- Priced executive positions to market, structured new jobs, and facilitated talent movement

Human Resources Consultant **Wells Fargo Home Mortgage; 2001- 2004**

- Led organizational assessment and design initiatives based on a whole system perspective
- Translated workforce data into actionable, measurable plans for business improvement

Employee Relations Consultant **Wells Fargo Home Mortgage; 2000- 2001**

- Provided consulting and policy transition for First Security and GE Acquisitions
- Member of Rapid Expansion Team to respond to extreme Mortgage market fluctuations

Human Resources Associate **Wells Fargo Home Mortgage; 1998- 2000**

Industrial Relations Instructor **Upper Iowa University; Spring Semesters 2000 and 2002**

Education

M.S., Industrial Relations • Iowa State University- Ames, Iowa
B.S., Liberal Arts/Psychology • The University of Iowa- Iowa City, Iowa

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Community Leadership

Des Moines Business Record **HR Professional of the Year** 2021

Iowa State University's Ivy College of Business **Women in Business Inspiration Award** 2021

Make-A-Wish Iowa Board of Directors 2022-present
Greater Des Moines Botanical Garden Board of Directors 2014-present
Secretary, Executive Committee Member, former Development Committee Chair
Greater Des Moines Habitat for Humanity Board of Directors 2014-2020
Secretary, Executive Committee Member, HR Committee Lead
Member, **Des Moines Financial Executive Women**
Volunteer, **Wildwood Hills Ranch**
Volunteer, **United Way of Central Iowa**
Co-chair, **American Heart Association 2018 Heart Walk**