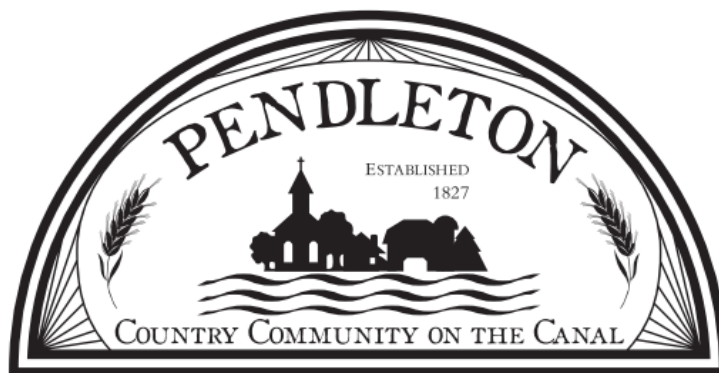


Proposal for Human Resource Services



Proposal Summary

Included in the following document you will find details surrounding the proposed objectives including pricing and ongoing support

Amy Cortese, PHR, SHRM-CP

Human Resources Consultant

acortese@evansagencyins.com



EVANS INSURANCE AGENCY PROPOSAL FOR HR SERVICES

Employee Benefits - Human Resources - Benefit Administration

Overview

Evans Insurance agency is pleased to submit this proposal for Human Resource services in support of Town of Pendleton

The Objective

- **Recommend** – Viable solutions to remedy concerns and strengthen your HR infrastructure
- **Prioritize** – Project oriented work customized to business specific goals and objectives
- **Deliver** – The tools, knowledge and process to support enhancements to your HR infrastructure
- **Educate** – Continually providing education and resources to keep you advised and compliant
- **Support** – Providing HR consultative services to assist with issues before, during and after they arise

With your organization's objectives in mind, our professional HR consultants will work with you to optimize your most important asset – your human capital. Through the application of best practices and a customized approach, we will assist you in achieving your human resource goals and objectives.

Proposal Summary

Included in this document are the details surrounding the proposed objectives and pricing for our *HR Hotline* access.

Return on Investment

- Improved production and profit through cutting-edge HR advice and strategies
- Decreased internal operating costs, reduced costly attorney fees, and minimized legal risk
- Alleviation of your HR concerns allowing you to focus on enhancing and growing your business
- Practical and ethical solutions for every HR challenge

Execution Strategy

Our execution strategy incorporates proven methodologies, qualified personnel, and a highly personalized approach to project implementation.



Conclusion

We look forward to working with Town of Pendleton and supporting your efforts to grow your business. We are confident that we can meet the needs of your business and stand ready to partner with you in delivering the expertise and support necessary to build and support a strong and compliant company.

If you have questions on this proposal, feel free to contact me at your convenience.

By Email at: acortese@evansagencyins.com

By Phone at: 716-524-6740 Ext. 102 or 716-425-6253 (cell)

Thank you for your consideration,

Amy Cortese

Amy Cortese, PHR, SHRM-CP
Human Resources Consultant
Evans Insurance Agency



Services and Timeline for Execution (Exhibit A)

Based on our discussions regarding your Human Resource needs, the key project descriptions with targeted start and completion dates are outlined below.

Project Description (Services)	Timeline
<p><u>HR Hotline</u> HR Hotline package provides general <i>guidance & consultation</i> to identified leaders in your organization, promoting proactive HR initiatives and mitigating employer risk. Areas of support include but are not limited to:</p> <ul style="list-style-type: none"> • Performance Management • Leave Management • Onboarding/Offboarding • Harassment/Discrimination Complaints • Employee Relations • Labor Law Compliance <p>The HR Hotline package also includes the following:</p> <ul style="list-style-type: none"> • Notification of time-sensitive changes in employment regulations and legislation • Subscription to the monthly “HR Brief” newsletter sharing HR best practices and proposed changes to employment law • Annual employment law poster to meet state and federal compliance requirements • Access to Learning Management System (LMS) to include trainings listed on page 9 <p>HR Hotline Access</p> <ul style="list-style-type: none"> • The Client will identify which leaders/managers within the organization should have access to the Hotline (typically upper management) • Those with access may connect with one of the HR Consultant(s) via the Hotline • The Client will appoint an internal contact to work with the HR Consultant(s) and carry out administrative duties such as, filing, database management, completing/submitting leave paperwork and other HR administrative tasks <p>HR support may be provided via phone, email, or video conference.</p> <p><i>Please note:</i> Services such as recruiting or project work (handbook, job descriptions, performance evaluations, additional training etc.) are not included but may be provided separately.</p>	<p>Ongoing</p> <p>Mon-Fri</p> <p>8AM-5PM</p>

Disclaimer: Timeline for project completion may vary depending on client responsiveness and draft approval. All project services will be performed in accordance with the attached Service Agreement when executed by you and returned to Evans Insurance Agency.



Pricing

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for thirty (30) days from the date of this proposal.

Project/Services	Proposed Pricing
<i>HR Hotline Access</i>	\$414.40 per month

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed.



EVANS INSURANCE AGENCY SERVICE AGREEMENT

Employee Benefits - Human Resources - Benefit Administration

THIS SERVICE AGREEMENT ("Agreement") is made as of the 19th day of January by and between EVANS INSURANCE AGENCY with a business address of 6460 Main St, Williamsville, NY, 14221 (the "Service Provider"), and Town of Pendleton with a business address of 6570 Campbell Boulevard, Lockport, NY 14094 ("Client").

WITNESSETH:

WHEREAS, Client wishes to engage Service Provider to provide certain human resource services, as set forth herein, and Service Provider is able and willing to provide the Services (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1) Term. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until either party terminates this Agreement in accordance with Section 7 hereof.

2) Scope of Services. Service Provider shall provide the human resource services set forth on **Exhibit A** (the "Services"), which is attached hereto and made part of this Agreement, in accordance with all applicable provisions of the Agreement. The Client acknowledges that the time and cost projections provided in **Exhibit A** are estimates that may be exceeded due to changes in the scope of the work. In the event that Service Provider's actual time or costs exceed the estimates provided in **Exhibit A**, a proposal will be provided outlining the additional scope of work, including cost. Service Provider will provide the Services in a workmanlike and professional manner and in accordance with the terms, and subject to the conditions, set forth in this Agreement. Except for the foregoing or as otherwise explicitly provided in this Agreement, Service Provider makes no representation or warranty, including any implied warranty, with respect to the Services or performance thereof. Notwithstanding the foregoing, in no event shall the Service Provider be liable to the Client or any third party for any consequential, incidental, or indirect damages, nor shall Service Provider be liable for any damages in excess of fifty percent (50%) of the fees paid hereunder in the 12 months preceding such damages arising.

3) Fees, Related Charges, Payment Terms. In consideration of the Services to be rendered hereunder, the Client agrees to pay Service Provider the amount of \$414.40, to be billed monthly beginning February 1, 2021, due by February 28, 2021.

The monthly billing cycle for the *HR Hotline* access will be in place for a minimum of 12 consecutive months and will continue, after which will automatically renew until either party terminates this agreement.

Ancillary expenses approved by the Client will be reimbursed to the Service Provider.

Unless otherwise indicated in your service agreement, all payments hereunder are due within thirty (30) days of the Client's receipt of the applicable invoice. A late fee of \$35.00 per month will be added to all past due invoices.



If payment is returned by the bank for non-sufficient funds a NSF fee of \$35.00 will be added to Service Provider's next invoice. After two returned NSF payments the Service Provider has the right to terminate this agreement immediately upon notice to the Client.

The Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by the Client hereunder.

4) Scheduling and Access. The parties will determine a mutually agreeable time schedule for the Service Provider to perform the Services under this Agreement. The Client agrees to provide the Service Provider with reasonable access to information, records, and personnel necessary to perform the Services agreed upon herein, as well as any additional on site or off site work mutually agreed upon by the parties and the Service Provider shall not be liable to the Client for any delay in providing the Services which delay was caused by the Client failing to provide such access, information, records, or personnel. The Client will obtain all necessary authorizations from vendors and employees and ensure that all disclosures of information to the Service Provider are in compliance with applicable laws and regulations, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

5) Independent Contractor Status. Under this Agreement, the Service Provider remains at all times an independent contractor and not an employee of Client. The Service Provider and the Client acknowledge that this Agreement does not create a partnership, joint venture, or employment relationship between them and neither party has the right or authority to bind the other party with respect to third parties.

6) Compliance. The Client remains responsible for ensuring compliance with all applicable provisions of federal, state, and local statutes, rules, and regulations relating to its operations and services, and shall indemnify, defend and hold harmless the Service Provider, and hereby releases the Service Provider, from any and all claims arising from or related to the Client's noncompliance. During or after the Term of this Agreement, the Service Provider may provide additional assistance to Client in relation to the Services provided, at a rate and time to be agreed upon by the parties. The Service Provider does not offer any warranties, either express or implied, that any of its recommendations will prevent the Client from being cited with any deficiencies or other findings by any outside agency or court.

7) Termination. Either party may terminate this Agreement by providing thirty (30) days' prior written notice to the other party. In the event of termination by the Client, the Client is responsible for payment of all fees and expenses related to the Services performed up to the effectiveness of such termination. If the Service Provider terminates this Agreement, a refund of any unused deposit may be provided to the Client.

8) Proprietary Information. In performing the Services, Service Provider may have access to Client's proprietary and/or confidential information. Service Provider will only make Client's confidential and/or proprietary information available to its employees and other consultants hired by Service Provider in the ordinary course of business, on a need to know basis.

For purposes of this Agreement, confidential and/or proprietary information means any and all proprietary information, employee information, customer lists, customer information, accounting records, business processes, trade secrets, documentation, and other information which is not generally known to or readily ascertainable by the public, or which may reasonably be considered confidential, secret, sensitive, proprietary or private to the Client and which are provided or disclosed to the Service Provider in connection with the provision of the Services.



Confidential and/or proprietary information is not information developed by Service Provider without the use of or access to the Client's confidential or proprietary information, and is not information that becomes publicly known, or is disclosed to Service Provider by a third party, or is already known to Service Provider.

In performing Services under this Agreement, Service Provider may give Client access to Service Provider's confidential and/or proprietary information. The Client agrees not to disclose, reproduce, or disseminate to any third party any confidential and/or proprietary information of Service Provider without Service Provider's written consent.

In providing Services through any HR Hotline, Service Provider agrees to maintain confidentiality in all matters disclosed during the course of such Services, unless otherwise required by state and federal mandates.

9) Ownership of Materials. All intellectual property and or confidential and/ or proprietary information of either party remains at all times the sole property of that party. Any materials developed by Service Provider, whether in the provision of the Services or outside of the context of this Agreement, remain the property of Service Provider, and do not become Client property nor will Client obtain any right in or license to such materials unless otherwise agreed to in writing by the Service Provider.

10) Notice. All notices, requests, demands or other communications required or permitted by the terms of this Agreement shall be given in writing to the Parties at the addresses listed above.

11) Modification of Agreement. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each party.

12) Assignment. The Service Provider will not voluntarily assign or otherwise transfer its obligations under this Agreement without the prior consent of the Client except (a) to an affiliate of Service Provider, or (b) in connection with a sale of all or substantially all of the assets of Service Provider.

13) Entire Agreement. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

14) Titles/Headings. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

15) Governing Law. This Agreement is to be construed in accordance with and governed by the laws of the State of New York, without regard to principles of conflicts of laws. Each party hereby irrevocably and unconditionally agrees that any action or proceeding hereunder shall take place only in the state and federal courts located in Erie County, New York.

16) Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will continue to be valid and enforceable.

17) Waiver. The waiver by either party of an actual or threatened breach, default, delay or omission of any of the provisions of this Agreement by the other party shall be in writing and will not be construed as a waiver of any subsequent actual or threatened breach of the same or other provisions.



Accessible Web-based Trainings

HR Compliance Essentials for Managers

This course equips managers with an essential understanding of key workplace laws related to their job responsibilities. Topics including interviewing and hiring, wage and hour laws, handling harassment complaints, preventing retaliation, FMLA basics, and reasonable accommodations.

Estimated Completion Time: 25 minutes

Languages Offered: English

Target Audience: Managers

Closed Captioning/Transcript: Yes

Sexual Harassment Investigation Techniques for Managers

Any form of sexual conduct in the workplace is inappropriate and may constitute sexual harassment if the actions or comments are unwanted or threatening. If action is not taken quickly, and the situation is not resolved fairly, a company can face lawsuits and hefty fines. This training video looks at a company's legal responsibility to prevent and address sexual harassment incidents, examines policies and procedures that should be followed when investigating allegations of sexual harassment, and discusses how to interview apparent victims, alleged harassers and potential witnesses.

Estimated Completion Time: 16 minutes

Languages Offered: English

Target Audience: Managers

Closed Captioning/Transcript: No

Sexual Harassment Prevention Training for New York Employees

This course meets New York State's and New York City's content requirements for employee-specific sexual harassment prevention training. The course covers sexual harassment, bystander intervention, discrimination, diversity, the actions individuals should take if they experience or witness inappropriate behavior.

Estimated Completion Time: 35 minutes

Languages Offered: English & Spanish

Target Audience: Employees

Closed Captioning/Transcript: Yes

Sexual Harassment Prevention Training for New York Managers

This course meet New York State's and New York City's content requirements for manager-specific sexual harassment prevention training. The course covers sexual harassment, bystander intervention, discrimination, diversity, and the responsibilities of managers in preventing and responding to misconduct.

Estimated Completion Time: 60 minutes

Languages Offered: English & Spanish

Target Audience: Managers

Closed Captioning/Transcript: Yes



IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the date specified below.

Required Signatures

Joel Maerten
Supervisor
Town of Pendleton

Date

Amy Cortese, PHR, SHRM-CP
Human Resource Consultant
Evans Insurance Agency

Date

Amy Christieson, GBDS
Vice President, Employee Benefits
Evans Insurance Agency

Date

