

**TO:** Town Board  
**FROM:** Charles D. Grieco, Esq.  
**DATE:** October 15, 2014  
**RE:** Human Resources Needs Assessment Contract

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**ON MOTION** by \_\_\_\_\_, seconded by \_\_\_\_\_, the following resolution was adopted:

**RESOLVED THAT** the Supervisor is hereby authorized to execute, on behalf of the Town of West Seneca, the Project Services Agreement, dated October 20, 2014, with EBCHR, Inc., for the performance of a Human Resources Needs Assessment, at a cost not to exceed \$5000 and to take other further and necessary steps to effectuate said contract.



1900 Ridge Road  
West Seneca, NY 14224  
(716) 674-7900  
(716) 674-9350

### ebcHRProjectService Agreement

Legal Client Name: Town of West Seneca

Type of Entity (check one):  Corporation  LLC/LLP/PC  Partnership  Other \_\_\_\_\_

Address: 1250 Union Road

City: West Seneca State: NY ZIP: 14224

Phone: 716-558-3202 Fax: 716-675-7205

Contact: Hon. Sheila M. Meegan Title: Supervisor

Website: www.westseneca.net Email: smeegan@twсны.org

Total Number of Employees 250 Total Number of Employees Contracted for HR Service : N/A

Union Representation:  YES  NO If Yes, Give Details: \_\_\_\_\_

Type of Business: Municipality Fed ID: \_\_\_\_\_

#### Agreement:

1. **Terms of Agreement.** This EBC HR, Inc. Human Resources Agreement ("Agreement") is entered into between EBC HR, Inc. ("ebcHR"), located in West Seneca, New York and the Company identified above ("Client"). The Agreement shall continue until terminated in accordance with its provisions.
2. **Service Effective Date.**ebcHR will commence particular service on October 20, 2014.ebcHR assumes no responsibility for services prior to the Service Effective Date.
3. **Services to be Performed.**ebcHR will work with the client on an HR Needs Assessment as detailed on Appendix A of this agreement. ebcHR's advice and/or our services are not intended to be, nor should they be interpreted as, legal advice, legal recommendations and/or legal opinions under any circumstance. Client agrees that ebcHR is not rendering legal, tax, accounting or investment advice in connection with the Services, nor shall ebcHR be deemed a fiduciary of Client or the employer or joint employer of Client's employees. Client shall agree to comply with any and all applicable federal, state, and local laws or ordinances.
4. **Client Contacts.** Client shall designate contactsthat shall provide ebcHR with information necessary for ebcHR to perform the Services (collectively "Client Information")
5. **Client Information.** Client shall execute and/or provide all documentation that ebcHR requires to perform its responsibilities under the Agreement, including, where necessary, taking all corporate action.
6. **Payment of Fees.** Client shall pay the fees for all ebcHR services per month and the setup fees when due (collectively "Fees").
7. **Termination.**Either party may terminate the Agreement upon thirty (30) days prior written notice.ebcHR may immediately terminate the Agreement, or a portion thereof, if: (i) Client becomes subject to receivership, bankruptcy, or is insolvent; (ii) ebcHR, in its sole discretion, determines that a material adverse change has occurred in the financial condition of the Client; or (iii) ebcHR determines, in its sole discretion, that any federal, state, or local legislation, regulatory action, or judicial decisions adversely affects its interests under the Agreement. Termination of the Agreement shall not relieve Client of any obligations set forth herein, including, but not limited to, its payment obligations.
8. **Limit of Liability.**ebcHR shall not be held liable for i) the negligence of any other person or entity, including, but not limited to, Client and its employees or agents, or any person or entity that provides services in connection with or as a result of ebcHR's performance of its obligations under the Agreement: ii) any loss, claim, or expense arising from any information provided or modified by Client, including, but not limited to, any Client forms, handbooks, manuals, and job descriptions. ebcHR shall, under no circumstances, be liable for any special, indirect, incidental, or consequential damages that Client may incur as a result of ebcHR's breach of the Agreement, or as a result of ebcHR's exercise of its rights under the Agreement, even if ebcHR has been advised of the possibility of such damages.

9. **Indemnification.** Client shall indemnify, defund, and hold ebCHR harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees) and expenses resulting from or arising in connection with (i) Client Default; (ii) the use, misuse, reproduction, modification or unauthorized distribution of Software or documents; or (iii) Client's breach of any warranty set forth in the Agreement.
10. **Copyright.** Client warrants to ebCHR that it (i) has title or is authorized to use any symbol, logo, or mark uploaded by Client or Client's agents or printed on Client's handbooks and other documents (collectively "Client Material"); and (ii) has full right and authority to use Client Material, and such use does not violate any other party's rights.
11. **Assignability.** Client may not assign the Agreement to any third parties, other than successors, without the prior written consent of ebCHR. Any assignment made without such consent shall be null and void.
12. **Fax signature.** The parties agree that Client's signature on this Agreement may be transmitted to ebCHR via facsimile, and that such faxed copy(ies) shall have the same force and effect as if the original signature had been provided and received.
13. **Miscellaneous.** The Agreement contains the entire understanding of the parties. Neither party shall be responsible for any delay or failure to perform obligations specified in the Agreement due to causes beyond the party's reasonable control. Client acknowledges that there have been no representations or warranties made by ebCHR or Client which are not set forth in the Agreement. ebCHR may modify any term of the Agreement upon thirty (30) days written notice to Client or such change and the effective date thereof. Client shall be deemed to have accepted and agreed to such changes unless Client elects to terminate the agreement by written notice to ebCHR prior to the effective date of the change. If any provision of the Agreement or any portion thereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement shall not in any way be affected or impaired. Sections 3-24 shall survive the termination of the Agreement.

HR Project (HR Needs Assessment) Pricing:

Number of Contracted Employees: 250

Payment of 20% of the total will be required upon acceptance of this proposal	\$1,000
Payment of 40% of the total will be required upon completion of the employee meetings	\$2,000
Payment of the remainder will be required upon completion of the report and presentation	\$2,000
<b>Project Cost</b>	<b>\$5,000</b>

Method of Payment:

Check                       ACH                       Other \_\_\_\_\_                       Payroll

Client

EBC HR Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Appendix A

## Human Resources Services

Human resources are a vital aspect of any organization and we know that HR staff can become inundated by laws and regulations as they work to establish HR policies and procedures. EBC HR is dedicated to offering solutions for your organization's human resources challenges. As a company that prides itself on intellectual capital and innovation, we can assist not only in solving problems on the spot, but define issues and create processes to avoid future recurrences. Our philosophy is to provide a comprehensive, wide range of services to all our clients. We offer various levels of service to fit your company's needs.

### HR Needs Assessment

#### Goals of Engagement

The Town of West Seneca is seeking a qualified firm or individual to provide comprehensive human resources management consulting services on an independent contractor basis. Following our initial meeting with the Supervisor, Town Board, and Attorney, we are providing our proposal which details our approach. The goal is to assess the current human resources policies and procedures and make recommendations about the priority and scope of human resources projects.

#### Overview

Per the request of the Town Board, EBC HR, Inc. will conduct an HR Needs Assessment by meeting with each department of the Town. Through this process of gathering information about the human resources roles and responsibilities within each department, we will develop the HR Needs Assessment report.

#### Process

##### **1. Planning and Organizing (Including additional information required to commence the project)**

We anticipate two meetings at this stage:

- a. Meet with the Supervisor and Town Board Members to learn more about the HR function of the town, determine expectations, evaluate existing systems, clarify the general scope of the HR Needs Assessment, develop goals for the process, and determine the list of employees EBCHR will interview on either a one-on-one basis or in small group interviews. From this meeting, EBCHR will customize the HR Needs Assessment questions to be asked of each department head.

We will also request and review documents such as the current Labor Agreements, current policies and procedures in place for HR and payroll, and a sample of employee files, job descriptions, and employee forms used by each department.

- b. Meet with the Chief of Staff to learn about her roles and responsibilities in the HR function. We will also strategize and plan the logistics of the assessment.

##### **2. Data Collection**

We will meet with each of the designated department heads or groups of department heads to conduct an HR Needs Assessment of their department(s). Prior to each meeting, we will provide the group with a checklist of HR documents we would like to review. The Needs Assessment an in-depth analysis of all your Human Resources practices. We provide analysis to identify and prioritize improvements in systems, practices, and strategy to increase effectiveness of your human resources and enhance the strategic planning process. In the case of the Town, this would enable us to make a recommendation about future HR projects and also about the organizational structure. We will summarize current practices and offer suggestions for areas of improvement in the areas listed below.

• Recruitment and Selection	• Employee Relations
• Hiring and Orientation	• Training and Development
• Personnel Files	• Performance Management
• Filing and Posting Requirements	• Employee Separation
• Wage and Hour	• Employee Benefits

**3. Summarization of data and drafting Written Report of the HR Needs Assessment**

We will compile information from the interviews with the Supervisor, Board, and employees, to make recommendations about the human resources function and priority of projects.

**4. Presentation of the Results**

Per the request of the Supervisor and Board, we will present our recommendations as a PowerPoint presentation, as well as a printed report.

**Recommended Schedule**

Upon receiving approval to commence the project, we would propose the following schedule:

1. Start Date (Pending schedules of the involved parties, aim for within one week of selection of EBC HR)  
**Meeting with the Supervisor and Town Board**  
*We would ask that the group set aside approximately two hours for the meeting*
2. Within the first week following the Meeting with the Supervisor and Town Board  
**Meeting with the Chief of Staff**  
*We would ask that she set aside approximately one to two hours for the meeting*
3. Approximately four weeks  
**Meetings with the Department Heads**  
*We would ask that they set aside approximately one to two hours for the meeting*
4. Approximately two weeks  
**Compile data and draft report**
5. Conclusion Date  
**Meeting with the Supervisor and Town Board to present HR Needs Assessment Report**  
*We would ask that the group set aside approximately two hours for the meeting*

**Deliverables**

1. Meeting with Supervisor and Town Board
2. Meeting with Chief of Staff
3. One-on-one or group meetings with Department Heads
4. On-site review of records
5. Periodic updates throughout the duration of the project
6. Analysis of all current HR activities
7. A summary report of the HR Needs Assessment
8. Presentation of the material

**Timeframe**

6-8 weeks, including all meetings mentioned in the Process and Recommended Schedule sections