

**LYONS**  
COMPANIES  
HUMAN CAPITAL MANAGEMENT

Accessible Expertise.

Proposal for  
Human Resources  
Services

Lyons Human Capital Management

**Town of Dewey Beach**  
**February 3, 2017**

**LYONS**  
COMPANIES

February 3, 2017

Carolyn Elliott  
Director of Accounting  
Town of Dewey Beach  
105 Rodney Ave  
Dewey Beach, DE 19971

Dear Carolyn,

Thank you for the response to the previous proposal. Pursuant to your request, I have updated the proposal to match those line items by category including an hourly estimate by rate and a not to exceed budget cap.

Please let me know if you have any question or would like to discuss, my cell is 484.888.3911!

Regards,

*Diane Campanile*

Diane Campanile, SHRM-SCP  
Director, Human Capital Management  
Lyons Companies

## HUMAN RESOURCES ASSISTANCE BY PHASE

Service Description	Time Estimate	Hourly rate	Budget cap	Initial to approve
<b>Phase I: Employee Files</b>				
Review current employee files and recommend items to dispose, amend and/or keep	30 minutes per file	\$125	\$3,750	
Review hiring process and provide written documentation for best practices for all departments	2-4 hours	\$100	\$400	
Create a new hire, re-hire packet	2 hours	\$100	\$200	
Seasonal and 1099 staff	<i>(let's discuss)</i>			
<b>Phase II: Manuals</b>				
Review employee manual(s) and what our actual practices	8-10 hours	\$125	\$1,250	
Develop standard for wages, salaries, and raise	4 hours	\$125	\$500	
Develop employee evaluation process	4 hours	\$125	\$500	
Develop job descriptions and organizational chart	30 minutes per job description / 2 hours for chart	\$125	\$2,750	
Review of town charter, work with town staff and town solicitor, Help in presentation and getting everyone on board	<i>(let's discuss)</i>			
<b>Phase III: Benefits</b>				
Review sick leave benefits Review vacation benefits	Part of the Employee Manual review.	\$0	\$0	
Review medical/dental insurance benefits to include: Eligibility, Spousal coordination, Child coordination Medicare coordination for over 65. Plan	8-10 hours	\$100	\$1000	
Benefit Plan Compliance review/Plan design recommendations	6-8 hours	\$100	\$800	
Review of misc. benefits	2-4 hours	\$100	\$400	
<b>Phase IV: Training</b>				
Training presentation (custom creation/materials)	4-6 hours	\$125	\$750	
Refresher presentation (existing materials)	2 hours	\$125	\$250	
Labor Law updates	\$0	\$0	\$0	
Review of any future employment agreements Review any employee disciplinary actions Act to help mediate any disputes	2-4 hours per month	\$100	\$400	

# LYONS

COMPANIES

**Invoices will be submitted to:**

Carolyn Elliott  
Director of Accounting  
Town of Dewey Beach  
105 Rodney Ave  
Dewey Beach DE 19971

**Invoices will be payable to:**

Lyons Insurance Agency, Inc.  
1 Righter Parkway, Suite 110  
Delaware Corporate Center One  
Wilmington, DE 19803

## TERMS

### Consultant assignment

**Senior Certified HR Professional consultant:** Diane Campanile, SHRM-SCP and **Benefits Analyst** Cyndi Guyer, Lyons HCM.

**a. TERM AND TERMINATION.**

This Agreement shall commence as of the date it is executed by the parties, and shall terminate upon completion of the Proposed Services.

**b. INDEPENDENT CONTRACTOR RELATIONSHIP.**

Consultants shall be deemed an independent contractor for all purposes under this Agreement. This Agreement shall not make Lyons HCM Consultants agents or legal representatives of Client for any purpose whatsoever, nor shall Lyons HCM Consultants hold themselves out as such. Lyons HCM 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.

**c. CLIENT RESPONSIBILITIES.**

Client recognizes that the establishment and acceptance of policies, programs and practices that are compliant with federal, state and local employment laws are the sole responsibility of the Client. In connection with the performance of Consulting Services under this Agreement, Lyons HCM will have reasonable access, as required and agreed to by Client, to all of Client's records, systems, properties and personnel relevant to the subject matter.

**d. CONFIDENTIALITY**

Lyons Companies HCM acknowledges that in the course of performing Consulting Services under this Agreement, it may learn and use certain of Client's confidential information. Lyons Companies HCM will only use such confidential information to perform its obligations under this Agreement. Lyons Companies HCM agrees to hold such information in confidence and

not disclose such information to unauthorized third parties.

Similarly, Client acknowledges that it may learn or have access to Lyons Companies HCM's confidential consulting fees. 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 proposal submitted.

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 members/guests 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 Lyons Companies HCM under this Agreement. These obligations of Lyons Companies HCM 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.

**e. 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 Lyons Companies HCM in the course of providing Consulting Services to Client under this Agreement. Lyons Companies HCM 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 Lyons Companies HCM 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.

**f. LIMITED WARRANTY.**

Lyons Companies HCM warrants that the Consulting Services described in this Agreement will be performed in a professional manner.

**g. LIMITATION OF LIABILITY.**

Notwithstanding anything to the contrary contained in this Agreement, in no event shall Lyons Companies HCM 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 Lyons Companies HCM under this Agreement. The foregoing limitation shall apply, even if Lyons Companies HCM is advised of the possibility of such damages or losses.

**h. INDEMNIFICATION.**

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

**i. 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:

If to Lyons Companies HCM:

Diane Campanile, Lyons Companies  
1 Righter Parkway, Suite 110, Wilmington, DE 19803

If to Client:

Carolyn Elliott, Town of Dewey Beach  
105 Rodney Ave. Bethany Beach DE 19971

**j. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Delaware, excluding its choice of law rules.

**k. ASSIGNMENT**

This Agreement shall not be amended or revised except with the written consent of both parties, and shall not be assigned by either party except with the written consent of the other party which consent shall not be unreasonably withheld.

**l. COMPLIANCE WITH LAWS AND REGULATIONS**

Lyons HCM agrees to abide by applicable non-governmental regulations, state (DE), federal and local regulations and laws during the provision of services under this Agreement.

**m. NON-DISCRIMINATION**

Services under this Agreement shall be provided without regard to race, religion, national origin, color, creed, sex, age, disability or veteran status. Both parties agree to comply with applicable laws prohibiting discrimination.

**n. EXPIRATION OF PROPOSAL**

This Proposal will expire on February 28, 2017 unless it has been executed by both parties.

Signature: \_\_\_\_\_

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

Accepted by: Carolyn Elliott, Director of Accounting

Signature: \_\_\_\_\_

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

Accepted by: Diane Campanile, Lyons Companies HCM

*Lyons Companies is an insurance brokerage and employee benefits firm that manages risk for its clients throughout the United States and abroad.*

*Founded in 1984 by David F. Lyons, Sr., Lyons Companies is independent and privately owned.*

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