

**Agenda Item No: GB-A**  
**Meeting Date: March 28, 2022**

**Subject:** RESOLUTION 22-29 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY AND EMPLOYERS COUNCIL FOR HR SERVICES

**Presenter(s):** Kelly Stroh, Director of Finance

**Background:** As part of the Finance Director's job duties, I am charged with maintaining basic HR services, records compliance, benefits coordination, onboarding new employees, salary and compensation surveys, to name a few of the responsibilities. The demand for human resource support in the City has changed drastically in the 15 years since I was hired for this position. Just staying ahead of all of the changes in state and federal regulations is daunting. All this has placed greater demands on my time and requires a broader knowledge base than I am capable of offering with my degree in finance and accounting. The size of this organization is such that it is still fairly small for a permanent HR position but large enough to require substantial attention.

Proposals were requested from three separate HR Firms and all of them would be able to provide the services necessary to the City but Employers Council's existing relationship with the City gives them an edge over others. We became members of Mountain States Employers Council (now Employers Council) in 2014 primarily to utilize their services for creating a formal compensation plan and for their offering of human resources training and seminars. Since then they have also provided guidance on other HR related situations that have come up through the years such as legal representation for unemployment hearings, legal advice on sensitive employment issues, and review of employment documents. Their hourly rate was also the most economical of the three charging \$80 per hour plus travel and mileage.

The following is a list of the top projects to be completed this year:

- Job description development
- Employee handbook revision
- Onboarding/termination task lists
- Personnel records compliance
- Benefits coordination and implementation
- Compliance to State and Federal Mandates

**Recommendation:** Staff recommends approval of Resolution 22-29 approving a service agreement between the City and Employers Council for HR services.

**RESOLUTION NO. 22-29**

**A RESOLUTION APPROVING A SERVICE AGREEMENT WITH EMPLOYERS  
COUNCIL**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO,  
COLORADO:**

**Section 1.** The Service Agreement (hereinafter “Agreement”) by and between the City of Dacono and Employers Council is hereby approved in essentially the same form as the copy of such Agreement accompanying this resolution.

**Section 2.** The Mayor is hereby authorized to sign the Agreement and is further authorized to negotiate and approve on behalf of the City such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

**INTRODUCED, READ, and ADOPTED** this 28<sup>th</sup> day of March, 2022.

CITY OF DACONO, COLORADO

\_\_\_\_\_  
Adam Morehead, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Taylor, City Clerk

**AN AGREEMENT BY AND BETWEEN THE CITY OF DACONO,  
AND EMPLOYERS COUNCIL,  
FOR HR SERVICES**

**1.0 PARTIES**

The parties to this Agreement are the City of Dacono, a Colorado home rule municipal corporation, hereinafter referred to as the “City,” and Employers Council, hereinafter referred to as the “Contractor.”

**2.0 RECITALS AND PURPOSE**

2.1 The City desires to engage the Contractor for the purpose of providing HR services.

2.2 The Contractor represents that it has the background, experience, equipment and facilities necessary to provide the City with the services.

**3.0 SCOPE OF SERVICES**

The Contractor agrees to provide the City with the specific professional services as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

**4.0 COMPENSATION**

4.1 The City shall pay the Contractor for services under this agreement the amounts set forth in Exhibit “A” attached hereto and incorporated herein by this reference. Such amounts shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside consultant fees. No hourly rates or other charges shall exceed those identified in Exhibit “A,” except as may be authorized by the City in advance. The scope of services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Contractor shall submit monthly a detailed invoice to the City describing the professional services rendered. The invoice shall document the hours spent on the project identifying by work category and subcategory the work performed for the month, the hours worked by employee, and the hourly rate charged for that work. The City shall have access to backup payroll documentation identifying individual employee, date, and hours worked. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

## **5.0 PROJECT REPRESENTATION**

5.1 The City designates Kelly Stroh, as the responsible City staff member(s) to provide direction to the Contractor during the conduct of the project. The Contractor shall comply with the directions given by the designated staff members.

5.2 The Contractor designates \_\_\_\_\_ as its project manager. The City may rely upon the guidance, opinions, and recommendations provided by the Contractor and its representatives. Should any of the representatives be replaced, particularly \_\_\_\_\_, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

## **6.0 TERM**

The Contractor's services under this Agreement shall commence on Tuesday March 29, 2022.

## **7.0 INSURANCE**

7.1 The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

7.1.1 Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain or insure the activity of Contractor's Subcontractors in Contractor's own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- 7.1.1.1 Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.
- 7.1.1.2 Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
- 7.1.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
- 7.1.1.4 Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000)
- 7.1.2 The policies required above, except for the Workers' Compensation insurance, Employers' Liability insurance, and Professional Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.1.3 Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall identify the Project and shall provide that the coverages

afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.1.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the Owner.
- 7.1.5 The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, ' 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

## **8.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall, at its sole expense, timely investigate and respond to the City regarding any such liability, claims and demands. To the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor’s agents, representatives, subcontractors, or suppliers, Contractor shall be solely responsible to bear all costs and expenses, including court costs and attorney fees, for any such injury, loss, or damage, or portion thereof, caused by or claimed to be caused by Contractor’s negligent acts, errors, or omissions relating to the professional work or services in the performance of this Agreement. The Contractor's indemnification and defense obligations shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City or any other party that is not a subcontractor or other person for whom Contractor is responsible.

The extent of the Contractor’s obligation to defend, indemnify, or hold harmless the City shall be determined only after the Contractor’s liability or fault has been determined by adjudication,

alternative dispute resolution, or otherwise resolved by mutual agreement between the City and the Contractor; however, the Contractor's duty to investigate and respond to the City regarding any claims or demands shall immediately arise upon the receipt by the City or Contractor of any claims or demands.

## **9.0 QUALITY OF WORK**

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the Denver metropolitan area.

## **10.0 INDEPENDENT CONTRACTOR**

Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the City as to end results of the work only. **As an independent contractor, Contractor is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

## **11.0 ASSIGNMENT**

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

## **12.0 DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

## **13.0 TERMINATION**

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least seven (7) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed the total amount set forth in Exhibit B, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

#### **14.0 INSPECTION**

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **15.0 ENFORCEMENT**

15.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

15.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Weld County in connection with any dispute arising out of or in any matter connected with this Agreement.

#### **16.0 COMPLIANCE WITH LAWS**

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

#### **17.0 INTEGRATION AND AMENDMENT**

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

#### **18.0 EQUAL OPPORTUNITY EMPLOYER**

18.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or



termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

- 18.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

## **19.0 PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS**

- 19.1 Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
- 19.2 Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.
- 19.3 If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:
- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 19.4 Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

19.5 If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

**DATED:** March 28, 2022

CITY OF DACONO,

CONTRACTOR:

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

By: \_\_\_\_\_  
Its President

Attest: \_\_\_\_\_  
City Clerk

Attest: \_\_\_\_\_  
Secretary

**Exhibit “A”**  
[Scope of Services]



Employment Law • HR • Training • Surveys



## HR Generalist Support Service Quotation Details

### HR Professional Staffing Services

Employers Council business members belong to the most powerful, proactive and cost-effective human resource service in the Western states. Highly-trained, experienced professionals are available to assess and address your day-to-day HR needs.

Our HRPS consultants are Employers Council employees who have the full resources of the Council at their fingertips. We are available to come to your location when you want, for as long as you want, to do what you want in a timely and cost-effective fashion. Employers Council Human Resources Professional Staff perform ongoing HR management and specialized projects in organizations large and small. HRPS consultants often team with our other Employers Council professionals on multidisciplinary projects, providing a highly-efficient way of delivering our services.

As a benefit of Employers Council membership, choosing HRPS requires no cumbersome, restrictive contracts. Our HRPS Services are billed on an hourly basis – *you pay only for what you need*, avoiding unnecessary overhead costs. We also make strides to match the most appropriate consultant with your organization's culture and unique needs. When you need an HR partner, *call* Employers Council *first* to access our unparalleled advantage.

### Scope of Work

Employers Council will assist City of Dacono with the following major objectives:

- Provide an HRPS consultant to support your HR Generalist needs.

### Pricing and Terms

All HR work involving an Employers Council HR Professional Staff as an HR Generalist is billed at **\$80/hour** plus mileage and expenses if applicable.

*This quote is valid for 45 days.*

Additionally, Employers Council offers a per hour discount for members who wish to purchase a set amount of hours. Members have 6 months to use these hours and receive the discounted rate

**Utilizing Block Pricing**

<b>Block Hours</b>	<b>Block Pricing</b>
80	Discounted Rate \$78.00 per hour \$6,240
100	Discounted Rate \$76.00 per hour \$7,600
200	Discounted Rate \$71.00 per hour \$14,200

**Note: You have 6 months to utilize these hours from which any unused hours after that time period will be billed and invoiced. You can re-block hours at any time.**

<b>Expenses, as applicable</b>	<b>Rate</b>	<b>Cost</b>
Mileage to and from primary work location	\$0.59 per mile	TBD
Travel Allowance >1 Hour	\$50 per hour	TBD
Other project expenses incurred to HRPS consultant	At cost with no mark-up	TBD

**Total billable time for the objectives will be based upon actual hours worked on- and off-site rather than the estimates quoted above. Any change of scope requested by your organization may require an adjustment to projected costs.**

Invoices are issued monthly for services performed during the previous month, due within 30 days of receipt. All invoicing represented in this proposal will be through Employers Council Services (ECS) a wholly owned subsidiary of Employers Council.

Individual HR Professional Consultants, and availability of hours are assigned in the order member organizations confirm provision of services, without bias or preference.

Employers Council and its employees understand the responsibility to respect the confidentiality of your organization and the information contained in its Human Resource Department in order to protect privacy, and to perform in a professional manner.

This service quotation includes information that shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.





Employment Law • HR • Training • Surveys



Job Descriptions Development  
Service Quotation Details

### HR Professional Staffing Services

Employers Council business members belong to the most powerful, proactive and cost-effective human resource service in the Western states. Highly-trained, experienced professionals are available to assess and address your day-to-day HR needs.

Our HRPS consultants are Employers Council employees who have the full resources of the Council at their fingertips. We are available to come to your location when you want, for as long as you want, to do what you want in a timely and cost-effective fashion. Employers Council Human Resources Professional Staff perform ongoing HR management and specialized projects in organizations large and small. HRPS consultants often team with our other Employers Council professionals on multidisciplinary projects, providing a highly-efficient way of delivering our services.

As a benefit of Employers Council membership, choosing HRPS requires no cumbersome, restrictive contracts. Our HRPS Services are billed on an hourly basis – *you pay only for what you need*, avoiding unnecessary overhead costs. We also make strides to match the most appropriate consultant with your organization's culture and unique needs. When you need an HR partner, *call* Employers Council *first* to access our unparalleled advantage.

### Scope of Work

Employers Council will assist City of Dacono with the following major objectives:

### **Project Initiation**

HRPS consultant will conduct a kick-off meeting with key staff to review project goals, clarify scope of work, and establish process for communication throughout the process

- Identify any existing job analysis or position description materials which will ensure efficiency of the project
- Determine the content and format of the Job Analysis Questionnaire to be used in surveying incumbent participants (using the *Sample Position Description Questionnaire* provided as a starting point)
- Define a template any resulting job descriptions will be formatted into
- Establish distribution, approval, and collection methods to administer job analysis
  - Questionnaires will require review and approval by supervisors for each position before submission back to HRPS consultant

### **Job Analysis Questionnaire – Format, administer, analyze, and compile**

Job analysis questionnaires as a method of job analysis refer to the process of gathering, recording, and analyzing all relevant information about jobs. A number of methods exist to gather data about jobs. These include diaries/logs, direct observation, interviews, and written questionnaires. When using a questionnaire, the incumbent typically completes the questionnaire and then gives it to the supervisor for review.

The job analysis methods are used to keep job descriptions up to date.

- Based on project initiation meeting, best practices and experience, the Employers Council consultant will customize the final content and format of the job analysis questionnaire
- The questionnaire content and format will be presented to key staff for final approval and subsequent distribution and submission
- Administer job analysis questionnaire in coordination with key staff

Assumption: City of Dacono representatives will assist the consultant with distribution and collection of questionnaires as needed.

- HRPS consultant will compile essential duties and other job specifications of each position into salient components, with an eye on overall consistency and continuity, to be used in composing the job descriptions

### **Job Descriptions Development**

Job descriptions should be updated on a regular basis. This can be done semi-annually or annually (perhaps in conjunction with the performance appraisal system), when there is a significant change in responsibilities or when a job opening occurs.

Job descriptions are used as the foundation for developing programs such as performance appraisal, performance standards, job evaluation, salary surveys, workforce planning, recruiting, orientation, and training. Job descriptions are also useful in helping the supervisor to:

- Clarify who is responsible for what tasks.
- Open communication with the employee about the job.
- Answer the *what, how, why, and when* of the job responsibilities.

In addition, if an employer has prepared a written job description before advertising or interviewing applicants for a job, the Americans with Disabilities Act (ADA) says the job description may be considered evidence of the “essential functions” of the job.

There are normally four major parts of a job description:

- *Job Identification:* Provides basic information about the job title, department, supervisor, and date prepared or reversed.
- *Position Purpose:* Describes the general purpose of the job; why the job exists.
- *Job Duties:* A description of typical duties and responsibilities of the job.
- *Job Qualifications:* Also known as the job specifications; this Section outlines the knowledge, skills, abilities, and equipment required to perform the job as well as the working conditions.

Depending on the size of the organization, the management philosophy and the level of the job being described, the job description may be prepared by Human Resources, supervisors, incumbent employees or an outside consultant, or any combination thereof.

Regardless of who is selected to prepare job descriptions, the task requires excellent writing skills, an unbiased viewpoint, and a consistent approach.

The incumbent in the job and the supervisor typically review the job description for accuracy. Management has final approval. A panel of human resources/staff, supervisors, and management may be considered to ensure that the determination of “essential functions,” job qualifications, and working conditions are defensible in light of various government regulations.

- Based on project initiation meeting, the job analysis process, best practices and experience, the HRPS consultant will develop the recommended content of each position description
- The consultant will work with HR, employees and managers to fill in the blanks if information is missing via phone conversations, observations, in person meetings, email or questionnaire

---OR---

Employers Council proposes the following major objectives:

### **Initial Consulting**

HRPS consultant will conduct a kick-off meeting with key staff to review project goals, clarify scope of work, and establish process for communication throughout the process

- Identify any existing job analysis, organizational chart, or position description materials which will ensure efficiency of the project
- Determine the content and format of the job analysis process to be used in defining incumbent positions, based upon objectives and culture of LOS (using the attached *Sample Position Description Questionnaires* provided as a starting point)
- Define a template any resulting job descriptions will be formatted into

### **Job Analysis**

HRPS consultant will facilitate functional areas discussions to document requirements for each job description. Compile essential duties and other job specifications of each position via interviews with key staff, using the job analysis process discerned in initial consulting, and original research.



The consultant will work with key staff to fill in the blanks if information is missing via phone conversations, observations, in person meetings, email or questionnaire.

### Job Descriptions Development

Based on project initiation meeting, the job analysis process, best practices and experience, the HRPS consultant will develop the recommended content of each position description.

HRPS consultant will compile essential duties and other job specifications of each position into salient components, with an eye on overall consistency and continuity, to be used in composing the job descriptions.

Job descriptions should be updated on a regular basis. This can be done semi-annually or annually (perhaps in conjunction with the performance appraisal system), when there is a significant change in responsibilities or when a job opening occurs.

Job descriptions are used as the foundation for developing programs such as performance appraisal, performance standards, job evaluation, salary surveys, workforce planning, recruiting, orientation, and training. Job descriptions are also useful in helping the supervisor to:

- Clarify who is responsible for what tasks.
- Open communication with the employee about the job.
- Answer the *what, how, why, and when* of the job responsibilities.

Depending on the size of the organization, the management philosophy and the level of the job being described, the job description may be prepared by Human Resources, supervisors, incumbent employees or an outside consultant, or any combination thereof.

Regardless of who is selected to prepare job descriptions, the task requires excellent writing skills, an unbiased viewpoint, and a consistent approach.

The incumbent in the job and the supervisor typically review the job description for accuracy. Management has final approval. A panel of human resources/staff, supervisors, and management may be considered to ensure that the determination of “essential functions,” job qualifications, and working conditions are defensible in light of various government regulations.

## Pricing and Terms

All Job Description Development support involving an Employers Council HR Professional Staff is billed at **\$80/hour**, plus milage and expenses if applicable.

Objective	Consulting Hours	Estimated Cost
Project Initiation	2-4 hours	\$160-\$320
Job Analysis (0.5 hours per position)	12-14 hours	\$960-\$1,120
Job Descriptions Development (1-1.5 hours per position x 24 positions)	24-36 hours	\$1,920-\$2,880

<b>Totals</b>	<b>38-54 hours</b>	<b>\$3,040-\$4,320, plus expenses</b>
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*This quote is valid for 45 days.*

Expenses, as applicable	Rate	Cost
Mileage to and from primary work location	\$0.59 per mile	TBD
Travel Allowance >1 Hour	\$50 per hour	TBD
Other project expenses incurred to HRPS consultant	At cost with no mark-up	TBD

**Total billable time for the objectives will be based upon actual hours worked on- and off-site rather than the estimates quoted above. Any change of scope requested by your organization may require an adjustment to projected costs.**

Invoices are issued monthly for services performed during the previous month, due within 30 days of receipt. All invoicing represented in this proposal will be through Employers Council Services (ECS) a wholly owned subsidiary of Employers Council.

Individual HR Professional Consultants, and availability of hours are assigned in the order member organizations confirm provision of services, without bias or preference.

Employers Council and its employees understand the responsibility to respect the confidentiality of your organization and the information contained in its Human Resource Department in order to protect privacy, and to perform in a professional manner.

This service quotation includes information that shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.





Employment Law • HR • Training • Surveys



Handbook Development  
Service Quotation Details

### HR Professional Staffing Services

Employers Council business members belong to the most powerful, proactive and cost-effective human resource service in the Western states. Highly-trained, experienced professionals are available to assess and address your day-to-day HR needs.

Our HRPS consultants are Employers Council employees who have the full resources of the Council at their fingertips. We are available to come to your location when you want, for as long as you want, to do what you want in a timely and cost-effective fashion. Employers Council Human Resources Professional Staff perform ongoing HR management and specialized projects in organizations large and small. HRPS consultants often team with our other Employers Council professionals on multidisciplinary projects, providing a highly-efficient way of delivering our services.

As a benefit of Employers Council membership, choosing HRPS requires no cumbersome, restrictive contracts. Our HRPS Services are billed on an hourly basis – *you pay only for what you need*, avoiding unnecessary overhead costs. We also make strides to match the most appropriate consultant with your organization's culture and unique needs. When you need an HR partner, *call* Employers Council *first* to access our unparalleled advantage.

### Scope of Work

Employers Council will assist City of Dacono with the following major objectives:

1. HRPS consultant will meet with leadership to review handbook draft in comparison to the attached Employers Council Sample Handbook, clarify scope of revisions and additions, and establish process for communication
2. HRPS consultant will complete customization and formatting of handbook objectives as set out in initial consulting
3. Review of completed draft handbook by Employers Council Legal Services for an additional fee.

Any areas of concern from the review will be brought forward to leadership for any appropriate management decisions, if necessary. Revisions, additions and other edits will be jointly addressed by Employers Council with City of Dacono.

## Pricing and Terms

All Handbook Development work involving an Employers Council HR Professional Staff is billed at **\$80/hour**, plus mileage and expenses if applicable.

*This quote is valid for 45 days.*

Objective	Consulting Hours	Estimated Cost
1. Project Initiation	2-4 hours	\$160-\$320
2. Customization of Handbook	12-16 hours	\$960-\$1,280
3. Legal Review	4-6 weeks	TBD, Billed at Attorney hourly rate for Consulting Members
<b>Totals</b>	<b>5-7 weeks</b>	<b>\$1,120-\$1,600 + legal review if requested.</b>

*This quote is valid for 45 days*

Expenses, as applicable	Rate	Cost
Mileage to and from primary work location	\$0.59 per mile	TBD
Travel Allowance >1 Hour	\$50 per hour	TBD
Other project expenses incurred to HRPS consultant	At cost with no mark-up	TBD

**Total billable time for the objectives will be based upon actual hours worked on- and off-site rather than the estimates quoted above. Any change of scope requested by your organization may require an adjustment to projected costs.**

Invoices are issued monthly for services performed during the previous month, due within 30 days of receipt. All invoicing represented in this proposal will be through Employers Council Services (ECS) a wholly owned subsidiary of Employers Council.

Individual HR Professional Consultants, and availability of hours are assigned in the order member organizations confirm provision of services, without bias or preference.

Employers Council and its employees understand the responsibility to respect the confidentiality of your organization and the information contained in its Human Resource Department in order to protect privacy, and to perform in a professional manner.

This service quotation includes information that shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.



Employers Council, 1799 Pennsylvania Street, Denver, CO 80203, United States, 800.884.1328  
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