

RESOLUTION NO.

22-16

Series of 2022

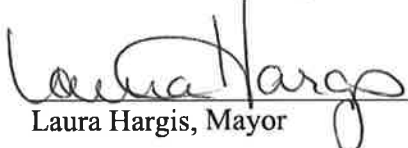
TITLE: A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF INTERNATIONAL, INC. FOR BOOKKEEPING SERVICES

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HUDSON, COLORADO, AS FOLLOWS:

Section 1. The Town Council hereby approves the services agreement with Robert Half International, Inc. for bookkeeping services in substantially the form attached hereto and authorizes the Mayor to execute the same on behalf of the Town.


INTRODUCED, READ and PASSED this 2nd day of March, 2022.

TOWN OF HUDSON, COLORADO



Laura Hargis, Mayor

ATTEST:



Heather Meierkort, CMC, Interim Town Clerk



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into as of the last day of execution below by and between the TOWN OF HUDSON, State of Colorado (the "Town") and ROBERT HALF INTERNATIONAL, INC., by and through its finance & accounting contract talent practice group a Delaware corporation doing business in Colorado (the "Consultant").

RECITALS:

- A. The Town requires bookkeeping services.
- B. Consultant provides recruiting and staffing services, as described below.
- C. The Town requests that Consultant assign Cynthia Leis (the "Professional") to perform bookkeeper duties for the Town, starting February 7, 2022.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the Town professional services as follows.

I. SCOPE OF SERVICES

The scope of services is attached hereto as **Exhibit A** and incorporated herein by this reference. Consultant shall furnish all labor and materials to perform the work and services required for performance of the duties, obligations and responsibilities set forth in Exhibit A.

II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY

The Town shall provide the Professional with reports and such other data as may be available to the Town and reasonably required by the Professional to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

At the end of the assignment, all work, data, drawings, design standards, plans, reports, computer input and output, analyses, maps, surveys, or any other materials developed by the Professional for the Town ("Project") are, and shall be, the sole and exclusive property of the Town. However, any reuse of the documents by the Town without prior written authorization by Consultant other than for the specific intended purpose of this Agreement will be at the Town's sole risk. Consultant will provide the Town with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the Town may take physical possession of same at the storage site.

IV. COMPENSATION

A. Payment shall be made at a rate of \$52.65 per hour of services rendered by the Professional up to the not-to-exceed amount of \$25,000.00 ("NTE Amount"). Charges shall be made in accordance with the **Exhibit A**. The NTE Amount does not include any conversion fee incurred pursuant to the terms in Exhibit A. Invoices will be itemized and include hourly breakdown for all personnel and other charges. Notwithstanding anything to the contrary in this Agreement, Consultant may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if Consultant continued to provide services after the Not-to-Exceed Amount was reached).

B. Consultant shall submit weekly invoices requesting payment. Such request shall be based upon the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. Professional will present a time sheet or an electronic time record to Town for verification and approval at the end of each week. Consultant will bill Town weekly for the total hours worked; Consultant's invoices are due within 30 days of receipt, including applicable sales and service taxes all of which are payable by Town. If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate. Consultant may charge Town a fee for the provision of equipment or technology, if Town requests that Professional use equipment or technology provided by Consultant. Consultant may also increase Consultant's rates to reflect increases in Consultant's cost of doing business, including costs associated with higher wages for workers and/or related taxes, benefits or other costs. Consultant will provide written or verbal notice of technology charges and/or increases in rates. Any increase in rates will be prospective, starting as of the effective date Consultant specifies.

2. Payments may be claimed for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within thirty (30) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest.

V. COMMENCEMENT AND COMPLETION OF WORK

Consultant shall assign the Professional to commence work with the Town as soon as practical upon execution of this Agreement and shall provide the services for a term of

approximately six months (estimated 2 days/16 hours per week). By written agreement, the Town and the Consultant may increase the not-to-exceed amount above and extend this Agreement for an additional term.

VI. RESERVED

VII. COMPLIANCE WITH LAW

The work and services to be performed by Consultant hereunder shall be done in compliance with Consultant's best interpretation of applicable laws, ordinances, rules and regulations.

VIII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the Town, its officers, employees and insurers, from and against all liability, claims and demands, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss or damage is caused in whole or in part by the negligent act or omission of Consultant, or any officer, employee, representative or agent of Consultant. Consultant agrees to defend against such liability, claims or demands. Consultant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Town, its officers or its employees, the Town shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the Town, its officers or employees. Notwithstanding anything to the contrary in this Agreement, Consultant shall not be liable for, or have any duty of defense or indemnification with respect to any acts or omissions of Town.

IX. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant pursuant to Section VIII. Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section VIII. Indemnification, above, 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.

B. Consultant shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant pursuant to Section VIII. Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement and Employer's Liability insurance with minimum limits in accordance with Colorado law. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general 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, products and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate general aggregate.

4. The policy required by paragraph 2. above shall be endorsed to include the Town and the Town's officers, employees as additional insureds, and shall be primary insurance, and any insurance carried by the Town, its officers, its employees or its Consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the Town shall evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the Town. The completed certificate of insurance shall be sent to the Town according to Section XII(F) herein.

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the Town may immediately terminate this Agreement.

7. The parties hereto understand and agree that the Town, its officers and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town, its officers or its employees.

X. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate as specified in Section V or upon the either party providing Consultant with thirty (30) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by issuance of said written notice of intent to terminate, the Town shall pay Consultant for all services performed prior to the date of termination. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

XII. GENERAL PROVISIONS

A. **Conflict of Interest.** The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

B. **Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Weld, State of Colorado.

C. **Independent Contractor.** Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Town for any purposes.

D. **No Waiver.** Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

E. **Entire Agreement.** This Agreement and the attached Exhibit A constitute the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

F. **Notice.** Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The Town: Town of Hudson
50 S. Beech Street
P.O. Box 351
Hudson, Colorado 80642
(303) 536-9311

Copy to: Corey Y. Hoffmann, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.
511 Sixteenth Street, Suite 610
Denver, Colorado 80202
(303) 825-6444

Consultant: Robert Half International, Inc.
Attn: Eric Olson
2595 Canyon Boulevard, Suite 450
Boulder, Colorado 80302
(720) 548-6847

G. Modification. This Agreement may only be modified upon written agreement of the parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Third Parties. There are no intended third-party beneficiaries to this Agreement.

M. This Agreement is only applicable to the assignment of Cynthia Leis (JO#00630-0012137684), and the only Robert Half International Inc. branch and practice group(s) obligated under this Agreement are, the financial & accounting contract talent practice group(s) of the branch office located at Waterstreet Building, 2595 Canyon Blvd., Suite 450, Boulder, CO 80302-6744.

N. If Town requires Consultant to perform background checks or other placement screenings of Professionals, Town agrees to notify Consultant prior to the start of services under this Agreement. Consultant will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If Town requests a copy of the results of any checks conducted on Consultant's Professionals, Town agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

O. Town agrees to hold in confidence the identity of any Professional and the Professional's resume, social security number and other legally protected personal information, and Town agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

P. Notwithstanding anything in this Agreement to the contrary, Consultant's maximum liability for any specific engagement, in any case, will not exceed the fees paid to Consultant for that engagement.

Q. Any respective obligations of Consultant or Town hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

XIII. UNAUTHORIZED WORKERS

A. Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Consultant shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

1. If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Consultant shall: notify the subcontractor and the Town

within 3 days that Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Consultant shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. Affidavits. If Consultant does not have employees, Consultant shall sign the "No Employee Affidavit" attached hereto. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the "Department Program Affidavit" attached hereto.

Signature page follows.

EXHIBIT A
Scope of Services

Consultant shall assign the Professional, Cynthia Leis (JO#00630-0012137684), to perform bookkeeper duties for the Town according to the following terms and conditions.

The Town shall supervise the Professional and will not permit or require Professional (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements; (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management decisions; or (v) to use computers or other electronic devices, software, services, tools, e-mail accounts or network equipment owned or licensed by the Professional.

If the Town permits or allows Professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, the Town accepts sole responsibility for all claims, demands and liability that may arise from permitting these activities. The Town represents and warrants that to the extent the Town permits or allows Professional to engage in the activities described in this paragraph, the Town will not permit or allow Professional to handle more than \$1,000 per day.

The Town has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to the Town's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Professional working on the Town's premises. To ensure the safety of potentially vulnerable individuals on Town premises, the Town agrees not to permit Professional to have unsupervised or unmonitored contact with (1) minors or (2) adults who are under Town's care, custody or supervision because of mental health impairments.

Professional will not operate machinery (other than office machines) or vehicles.

The Town may request that Professional provide services remotely (i.e., from a location other than Town Hall using a laptop and/or other computer or telecommunications equipment provided by the Town (collectively, the "Equipment"). In such case, the Town acknowledges and agrees that Consultant shall have no control over, and the Town shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment and related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Professional, and (ii) the security or integrity of the data and other information stored therein or transmitted thereby. Moreover, the Town must not permit a Professional to save or store any Town files or other data on anything other than Town-provided Equipment. The Town agrees that Consultant shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

Since Consultant is not a professional accounting firm, Town agrees that Town will not permit or require Professional (a) to render an opinion on behalf of Consultant or on Town's behalf regarding financial statements; (b) to sign the name of Consultant on any document; or (c) to sign their own names on financial statements or tax returns.

Consultant guarantees the Town's satisfaction with the services of Professional by extending to the Town a one (1) day (8 hour) guarantee period. If, for any reason, the Town is dissatisfied with a Professional, Consultant will not charge for the first eight (8) hours worked during the applicable guarantee period, provided that the Town allows Consultant to replace the Professional and the Town contacts Consultant regarding its dissatisfaction before the end of the applicable guarantee period.

If, for any reason, any Professional is unable to complete this Agreement, Consultant will endeavor to provide a suitable replacement, subject to the Town's approval. If Consultant is unable to identify a replacement acceptable to the Town, this Agreement will be deemed to have automatically terminated, except that Town shall remain liable to Consultant for services provided by Professional prior to their departure.

Consultant shall be compensated on an hourly basis only. Consultant is not providing deliverables under the Agreement, Consultant shall be compensated on a time and materials basis only. Consultant provides contract talent solutions and does not provide deliverables.

After the Town evaluates the performance and potential of the Professional, the Town may wish to employ this person directly. In such event, the Town agrees to pay a conversion fee. The conversion fee is payable if the Town hires the Professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the Professional's assignment. The conversion fee will be owed and invoiced upon the Town's hiring of the Professional, if within twelve months after the last day of the Professional's assignment, and payment is due upon receipt of the invoice. The same calculation will be used if the Town converts the Professional on a part-time basis using the full-time equivalent salary. The conversion fee shall be thirty-five percent (35%) of the annual salary, including bonuses, to be paid by the Town to the Professional upon employment with the Town.