



**Town Board Agenda
Special Meeting
January 26, 2021
5:00 P.M.**

MISSION STATEMENT

"The Town of Center, Colorado shall provide strong leadership, inspire community pride, maintain fiscal accountability and through its employees offer a high level of service to the residents, businesses, and visitors of the community."

THIS AGENDA MAY BE AMENDED

WORKSHOP – SNOW REMOVAL POLICY

1. MEETING CALLED TO ORDER, ROLL CALL
3. A MOTION TO APPROVE THE AGENDA
4. A MOTION TO APPROVE THE PAYABLES
5. NEW BUSINESS
 - A. MUNICODE
 - B. APPROVAL FOR CHIEF AND BRIAN TO UPDATE AND MODIFY MUNICODE
 - C. 4TH ST. THEATER
 - D. HOUSE FIRE
 - E. NEW GOALS FOR 2021
 - F. SMOKE DETECTORS
 - E. LIGHTHOUSE HR SUPPORT – EMPLOYER REPRESENTATIVES
6. OLD BUSINESS
 - A.
7. CALENDAR ITEMS
 - A.
7. ADJOURNMENT

Posted on
January 22, 2021
Center Town Hall and Center Post office

Report Criteria:
 Report type: GL detail
 Check.Type = {<-} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
13613										
01/21	01/19/2021	13613	2925	INTELLICHOICE, INC.	1230732	1	01-557-595-10	.00	30,000.00	30,000.00
Total 13613:								.00		30,000.00
13614										
01/21	01/19/2021	13614	2913	MIDLAND FUNDING LLC.	012021	1	01-213-000-00	.00	117.59	117.59
Total 13614:								.00		117.59
13615										
01/21	01/21/2021	13615	2927	MARIBEL LINO-LAMAS	012121	1	01-552-555-00	.00	500.00	500.00
Total 13615:								.00		500.00
13616										
01/21	01/22/2021	13616	1259	AMERICAN ELECTRIC COMPAN	0116-100469	1	10-552-675-00	.00	203.83	203.83
Total 13616:								.00		203.83
13617										
01/21	01/22/2021	13617	1933	CARD SERVICES	123120	1	01-552-555-00	.00	964.00	964.00
01/21	01/22/2021	13617	1933	CARD SERVICES	123120	2	01-552-548-10	.00	20.63	20.63
Total 13617:								.00		984.63
13618										
01/21	01/22/2021	13618	2034	CASELLE	107043	1	01-552-534-20	.00	493.25	493.25
01/21	01/22/2021	13618	2034	CASELLE	107043	2	10-552-534-20	.00	493.25	493.25
01/21	01/22/2021	13618	2034	CASELLE	107043	3	11-552-534-20	.00	493.25	493.25
01/21	01/22/2021	13618	2034	CASELLE	107043	4	12-552-534-20	.00	493.25	493.25
Total 13618:								.00		1,973.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
13619										
01/21	01/22/2021	13619	1046	CENTRAL PUMP COMPANY	10188	1	12-552-776-10	.00	95.00	95.00
Total 13619:								.00		95.00
13620										
01/21	01/22/2021	13620	1047	CENTURYLINK	012021	1	12-552-537-01	.00	3.16	3.16
01/21	01/22/2021	13620	1047	CENTURYLINK	012021	2	01-552-537-00	.00	98.85	98.85
01/21	01/22/2021	13620	1047	CENTURYLINK	012021	3	12-552-537-01	.00	98.85	98.85
01/21	01/22/2021	13620	1047	CENTURYLINK	012021	4	11-552-537-01	.00	98.85	98.85
01/21	01/22/2021	13620	1047	CENTURYLINK	012021	5	10-552-537-10	.00	98.85	98.85
Total 13620:								.00		398.56
13621										
01/21	01/22/2021	13621	2664	CIELLO	012021	1	12-552-537-01	.00	236.19	236.19
01/21	01/22/2021	13621	2664	CIELLO	012021	2	11-552-537-01	.00	236.19	236.19
01/21	01/22/2021	13621	2664	CIELLO	012021	3	10-552-537-10	.00	236.19	236.19
01/21	01/22/2021	13621	2664	CIELLO	012021	4	01-552-537-00	.00	236.17	236.17
Total 13621:								.00		944.74
13622										
01/21	01/22/2021	13622	1327	COLORADO STATE TREASURE	042020	1	01-552-526-20	.00	755.26	755.26
Total 13622:								.00		755.26
13623										
01/21	01/22/2021	13623	2280	CONLEY WASTE MANAGEMEN	010121	1	10-552-676-00	.00	84.00	84.00
Total 13623:								.00		84.00
13624										
01/21	01/22/2021	13624	2279	CONLEY WASTE MANAGEMEN	010121	1	01-561-624-50	.00	458.00	458.00
Total 13624:								.00		458.00
13625										
01/21	01/22/2021	13625	2887	CURTIS BLUE LINE	010421	1	01-557-595-00	.00	206.67	206.67

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
01/21	01/22/2021	13625	2887	CURTIS BLUE LINE	452958	1	01-557-595-00	.00	108.00	108.00
Total 13625:								.00		314.67
13626										
01/21	01/22/2021	13626	1076	DANA KEPNER COMPANY INC.	3060548-00	1	12-552-776-00	.00	9,795.94	9,795.94
Total 13626:								.00		9,795.94
13627										
01/21	01/22/2021	13627	1080	DIGITCOM	118001176-1	1	01-557-588-30	.00	29.00	29.00
Total 13627:								.00		29.00
13628										
01/21	01/22/2021	13628	1081	DISH NETWORK	012021	1	01-557-526-05	.00	19.44	19.44
01/21	01/22/2021	13628	1081	DISH NETWORK	012021	2	10-552-526-05	.00	19.49	19.49
01/21	01/22/2021	13628	1081	DISH NETWORK	012021	3	11-552-526-05	.00	19.49	19.49
01/21	01/22/2021	13628	1081	DISH NETWORK	012021	4	12-552-526-05	.00	19.49	19.49
01/21	01/22/2021	13628	1081	DISH NETWORK	012021	5	01-565-526-05	.00	19.49	19.49
01/21	01/22/2021	13628	1081	DISH NETWORK	012021	6	12-565-526-05	.00	19.49	19.49
Total 13628:								.00		116.89
13629										
01/21	01/22/2021	13629	1104	GOBINS INC	343370	1	12-552-542-30	.00	10.84	10.84
01/21	01/22/2021	13629	1104	GOBINS INC	343370	2	11-552-542-30	.00	10.84	10.84
01/21	01/22/2021	13629	1104	GOBINS INC	343370	3	10-552-542-30	.00	10.84	10.84
01/21	01/22/2021	13629	1104	GOBINS INC	343370	4	01-552-542-30	.00	10.82	10.82
Total 13629:								.00		43.34
13630										
01/21	01/22/2021	13630	2377	GREATAMERICA FINANCIAL SE	28583068	1	01-552-542-30	.00	77.77	77.77
01/21	01/22/2021	13630	2377	GREATAMERICA FINANCIAL SE	28583068	2	12-552-542-30	.00	77.77	77.77
01/21	01/22/2021	13630	2377	GREATAMERICA FINANCIAL SE	28583068	3	11-552-542-30	.00	77.77	77.77
01/21	01/22/2021	13630	2377	GREATAMERICA FINANCIAL SE	28583068	4	10-552-542-30	.00	77.75	77.75

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 13630:								.00		311.06
13631										
01/21	01/22/2021	13631	2803	ICONERGY LTD	012021	1	12-552-772-10	.00	3,129.54	3,129.54
Total 13631:								.00		3,129.54
13632										
01/21	01/22/2021	13632	1895	INTERNATIONAL INSTITUTE OF	010621	1	01-552-548-10	.00	175.00	175.00
Total 13632:								.00		175.00
13633										
01/21	01/22/2021	13633	1129	JONES OIL COMPANY	123120	1	11-552-527-10	.00	251.53	251.53
01/21	01/22/2021	13633	1129	JONES OIL COMPANY	123120	2	10-552-627-10	.00	251.52	251.52
01/21	01/22/2021	13633	1129	JONES OIL COMPANY	123120	3	01-557-587-10	.00	1,078.90	1,078.90
01/21	01/22/2021	13633	1129	JONES OIL COMPANY	123120	4	01-561-827-10	.00	133.07	133.07
01/21	01/22/2021	13633	1129	JONES OIL COMPANY	123120	5	01-561-544-00	.00	281.16	281.16
01/21	01/22/2021	13633	1129	JONES OIL COMPANY	123120	6	01-559-587-10	.00	27.01	27.01
Total 13633:								.00		2,023.19
13634										
01/21	01/22/2021	13634	1782	MISSION COMMUNICATIONS, L	1047767	2	12-552-776-10	.00	347.40	347.40
Total 13634:								.00		347.40
13635										
01/21	01/22/2021	13635	2824	MONTE VISTA ATHLETIC CLUB	012021	1	01-208-000-65	.00	144.00	144.00
Total 13635:								.00		144.00
13636										
01/21	01/22/2021	13636	2190	MOTOROLA.	16132807	1	01-557-588-10	.00	126.29	126.29
Total 13636:								.00		126.29

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
13637										
01/21	01/22/2021	13637	2866	MUNICIPAL ENERGY AGENECY	301551	1	10-550-300-01	.00	102,205.23	102,205.23
Total 13637:								.00		102,205.23
13638										
01/21	01/22/2021	13638	1192	S&S DISTRIBUTING, INC	012121	1	12-552-542-10	.00	33.75	33.75
01/21	01/22/2021	13638	1192	S&S DISTRIBUTING, INC	012121	2	11-552-542-10	.00	33.75	33.75
01/21	01/22/2021	13638	1192	S&S DISTRIBUTING, INC	012121	3	10-552-542-10	.00	33.75	33.75
01/21	01/22/2021	13638	1192	S&S DISTRIBUTING, INC	012121	4	01-552-542-10	.00	33.75	33.75
Total 13638:								.00		135.00
13639										
01/21	01/22/2021	13639	1301	SAGUACHE COUNTY TREASUR	012021	1	12-552-557-00	.00	18.76	18.76
01/21	01/22/2021	13639	1301	SAGUACHE COUNTY TREASUR	012021	2	12-552-557-00	.00	763.36	763.36
01/21	01/22/2021	13639	1301	SAGUACHE COUNTY TREASUR	012021	3	12-552-557-00	.00	3,608.44	3,608.44
Total 13639:								.00		4,390.56
13640										
01/21	01/22/2021	13640	1205	SAN LUIS VALLEY R.E.C.	011521	1	01-561-544-00	.00	175.00	175.00
Total 13640:								.00		175.00
13641										
01/21	01/22/2021	13641	1203	SAN LUIS VALLEY HAZARDOUS	10-20	2	12-552-548-10	.00	568.00	568.00
Total 13641:								.00		568.00
13642										
01/21	01/22/2021	13642	2834	SAN LUIS VALLEY HEALTH OCC	00012851-00	1	01-552-551-00	.00	70.00	70.00
Total 13642:								.00		70.00
13643										
01/21	01/22/2021	13643	2124	SOLOMON CORPORATION	340927	1	10-552-779-00	.00	24,970.00	24,970.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 13643:								.00		24,970.00
13644										
01/21	01/22/2021	13644	2928	THOMAS SCHOONOVER	020421	1	12-552-535-20	.00	177.33	177.33
Total 13644:								.00		177.33
13645										
01/21	01/22/2021	13645	1973	TOWN AND COUNTRY	5014775	1	10-552-587-30	.00	55.74	55.74
Total 13645:								.00		55.74
13646										
01/21	01/22/2021	13646	1410	VALLEY COURIER	010521	1	12-552-550-10	.00	108.03	108.03
01/21	01/22/2021	13646	1410	VALLEY COURIER	010521	2	11-552-550-10	.00	108.03	108.03
01/21	01/22/2021	13646	1410	VALLEY COURIER	010521	3	10-552-550-10	.00	108.03	108.03
01/21	01/22/2021	13646	1410	VALLEY COURIER	010521	4	01-552-550-10	.00	108.01	108.01
Total 13646:								.00		432.10
13647										
01/21	01/22/2021	13647	1251	VERIZON	9871013311	1	01-552-537-00	.00	224.62	224.62
01/21	01/22/2021	13647	1251	VERIZON	9871013311	2	10-552-537-10	.00	224.62	224.62
01/21	01/22/2021	13647	1251	VERIZON	9871013311	3	11-552-537-10	.00	224.62	224.62
01/21	01/22/2021	13647	1251	VERIZON	9871013311	4	12-552-537-01	.00	224.62	224.62
Total 13647:								.00		898.48
13648										
01/21	01/22/2021	13648	2126	WAGNER EQUIPMENT CO	S03W086022	1	10-552-675-00	.00	3,369.60	3,369.60
01/21	01/22/2021	13648	2126	WAGNER EQUIPMENT CO	S03W086022	2	11-552-675-00	.00	3,369.60	3,369.60
01/21	01/22/2021	13648	2126	WAGNER EQUIPMENT CO	S03W086022	3	12-552-675-00	.00	3,369.60	3,369.60
Total 13648:								.00		10,108.80
13649										
01/21	01/22/2021	13649	1253	WESTERN AREA POWER ADMI	011921	1	10-550-300-01	.00	26,329.45	26,329.45

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 13649:								.00		26,329.45
Grand Totals:								.00		223,586.62

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-201-000-00	.00	36,691.75-	36,691.75-
01-208-000-65	144.00	.00	144.00
01-213-000-00	117.59	.00	117.59
01-552-526-20	755.26	.00	755.26
01-552-534-20	493.25	.00	493.25
01-552-537-00	559.64	.00	559.64
01-552-542-10	33.75	.00	33.75
01-552-542-30	88.59	.00	88.59
01-552-548-10	195.63	.00	195.63
01-552-550-10	108.01	.00	108.01
01-552-551-00	70.00	.00	70.00
01-552-555-00	1,464.00	.00	1,464.00
01-557-526-05	19.44	.00	19.44
01-557-587-10	1,078.90	.00	1,078.90
01-557-588-10	126.29	.00	126.29
01-557-588-30	29.00	.00	29.00
01-557-595-00	314.67	.00	314.67
01-557-595-10	30,000.00	.00	30,000.00
01-559-587-10	27.01	.00	27.01
01-561-544-00	456.16	.00	456.16
01-561-624-50	458.00	.00	458.00
01-561-627-10	133.07	.00	133.07
01-565-526-05	19.49	.00	19.49
10-201-000-00	.00	158,772.14-	158,772.14-
10-550-300-01	128,534.68	.00	128,534.68
10-552-526-05	19.49	.00	19.49
10-552-534-20	493.25	.00	493.25
10-552-537-10	559.66	.00	559.66

GL Account	Debit	Credit	Proof
10-552-542-10	33.75	.00	33.75
10-552-542-30	88.59	.00	88.59
10-552-550-10	108.03	.00	108.03
10-552-587-30	55.74	.00	55.74
10-552-627-10	251.52	.00	251.52
10-552-675-00	3,573.43	.00	3,573.43
10-552-676-00	84.00	.00	84.00
10-552-779-00	24,970.00	.00	24,970.00
11-201-000-00	.00	4,923.92-	4,923.92-
11-552-526-05	19.49	.00	19.49
11-552-527-10	251.53	.00	251.53
11-552-534-20	493.25	.00	493.25
11-552-537-01	335.04	.00	335.04
11-552-537-10	224.62	.00	224.62
11-552-542-10	33.75	.00	33.75
11-552-542-30	88.61	.00	88.61
11-552-550-10	108.03	.00	108.03
11-552-675-00	3,369.60	.00	3,369.60
12-201-000-00	.00	23,198.81-	23,198.81-
12-552-526-05	19.49	.00	19.49
12-552-534-20	493.25	.00	493.25
12-552-535-20	177.33	.00	177.33
12-552-537-01	562.82	.00	562.82
12-552-542-10	33.75	.00	33.75
12-552-542-30	88.61	.00	88.61
12-552-548-10	568.00	.00	568.00
12-552-550-10	108.03	.00	108.03
12-552-557-00	4,390.56	.00	4,390.56
12-552-675-00	3,369.60	.00	3,369.60
12-552-772-10	3,129.54	.00	3,129.54
12-552-776-00	9,795.94	.00	9,795.94
12-552-776-10	442.40	.00	442.40
12-565-526-05	19.49	.00	19.49
Grand Totals:	<u>223,586.62</u>	<u>223,586.62-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

Rose DeHerrera

From: Electric Bargain Store <info@electricbargainstores.com> on behalf of Electric Bargain Store
Sent: Thursday, January 21, 2021 5:15 PM
To: rose@centerco.gov
Subject: Quote# RLQ18736 FIRST-ALERT-9120B

Dear Rose Marie DeHerrera ,

The quote of 300 pcs FIRST-ALERT-9120B is **\$2,304.00** including **free ground shipping** to CO 81125 .

The quote is valid until February 21, 2021.

Product Link: <https://www.electricbargainstores.com/product-p/brk-9120b.htm>

Shipping lead time as of now: **In stock**. ship on same business day if order is placed before 12:00 pm PST

If you would like to proceed with the order, please place the order online at regular price. Please put our Quote# RLQ18736 in the Order Comments box (Click Add a comment first) during checkout. After the order is placed with regular price, we will apply the discount, charged your payment accordingly, and email you the revised receipt.

You can also call us at 310-822-6500 M-F 9am-5pm PST to place the order.

Thank you and let us know if we can be of more help.

Regards,

Electric Bargain Store Team - Manufacturer Authorized Distributor

1-310-822-6500 (M-F 9-5 PST)
<http://electricbargainstores.com>
info@electricbargainstores.com

On Thursday, January 21, 2021, 11:54:24 AM PST, rose@centerco.gov <rose@centerco.gov> wrote:



PROPOSAL FOR SERVICES

Date of Proposal: 11/3/2020

Expiration Date: 12/03/2020

From: Lighthouse HR Support
 535 Grand Avenue
 Grand Junction, CO 81501
 Phone: 970-243-7789
 Fax: 970-243-7597
www.lighthousehrs.net

To: Brian Lujan, Town Manager
 Town of Center
 294 S. Worth Street
 Center, CO 81125
 Phone: 970-719-754-3497
brian@centerco.gov

PROJECT	DESCRIPTION	LINE TOTAL
Job Description assistance per position	Provides assistance and examples (10 positions would equal \$1125.00)	\$112.50
New Job Description creation per position	LHRS creates the job description draft (10 positions would equal \$2250.00)	\$225.00
Job Description merge per position	LHRS creates consistent format and merges existing information as appropriate (10 positions would equal \$3750.00)	\$375.00
Market Analysis per position based on job description per position	Based on the title of the position (10 positions would equal \$1125.00 \$1500.00)	\$150.00
Wage Scale assistance	Provides assistance and examples of format and offers guidance with compensation philosophies	\$300.00 - \$600.00*
*Based on level of complexity with compensation philosophies.		

Note: additional travel expenses will apply (lodging, travel, etc.) and be billed separately.

Proposal prepared by: Kelly Murphy, HR Business Partner
kelly@lhrs.net

To accept this proposal and agree to payment, please sign below:

 Date

 Signature



535 Grand Avenue, Grand Junction, CO 81501
PO Box 1449, Grand Junction, CO 81502
970-243-7789 ♦ 970-243-7597
www.lighthousehrs.net

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is entered into this 1st day of February, 2021 between Town of Center, 294 S. Worth Street, Center, CO 81125, (the "Client") and Employer Representatives, Inc. (also known as Lighthouse HR Support), 535 Grand Avenue, Grand Junction, CO 81501 (the "Consultant").

BACKGROUND

A. The Client is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide consulting services to the Client.

B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

TERMS

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):

Consultant, in his/her capacity provides various human resources consulting services to the Client as documented and reflected in **Exhibit B (the "Scope of Project")**. The Parties understand that the scope of the engagement may change as time goes on, and it is agreed that these changes in scope will be documented and reflected in Consultant's future invoices. Consultant provides the Services to the Client subject to the Standard Limitations set forth on **Exhibit A (the "Standard Limitations")** attached hereto.

2 **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 the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement will renew annually unless otherwise terminated as set forth in Section 3 "Termination" below.

3. **Termination.** Either Party may terminate this Agreement at any time for any reason by giving the other Party a 30-day advanced written notice of termination. Except as otherwise provided in this Agreement, upon any termination, all rights and duties of the Parties toward each other shall cease, provided that Sections referring to Confidentiality and Independent Contractor shall survive termination of this

Agreement. In addition, Consultant shall be entitled to receive any remaining Compensation due in accordance with the provisions of this Agreement under Section 4 (Compensation).

4. **Compensation and Payment.** The Consultant will charge the Client for the Services at the rate designated in Exhibit C. For services not included in the proposal package, the client will be charged at a rate of \$150.00 per hour (the "Compensation"). **HR Hotline calls, emails, and responses will be billed at a minimum of 15 minute increments.** The Client will be invoiced every month. Invoices submitted by the Consultant to the Client are due upon receipt. Any late payments will trigger a fee of 1.00% per month on the amount still owing. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services. Pre-approval is not required for expenses.

5. **Performance.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

6. **Confidentiality.** Communications between the Consultant and the Client, and all of Client's proprietary information will remain confidential both during and after the term of this Agreement, which means that they will not be shared with any third party unless Client expressly indicates otherwise, or required by law.

7. **Ownership of Intellectual Property.** All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

8. **Return of Property.** Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

9. **Independent Contractor.** In providing the Services, Consultant has been and will be acting as an independent contractor and in no event will the relationship between the Parties be that of joint venture, partners, employer and employee, principal and agent or any similar relationship, nor has Consultant been or will Consultant in the future be acting as an independent CPA. Client is not responsible for paying income or payroll related taxes. Consultant is not entitled to benefits offered to W-2 employees of the Client.

10. **Recruitment of Staff.** The Client agrees that the Consultant has invested substantial time and effort in assembling its present workforce. Accordingly, the Client covenants and agrees that during the Term and for one (1) year after the Term period, the "Client shall not, directly or indirectly through any other person or entity, solicit, induce or influence (other than pursuant to general, non-targeted public media advertisements), or attempt to solicit, induce or influence, any employee of the Consultant to leave his or her employment.

11. **Notices.** All notices, requests, reports, submissions and other communications permitted or required to be given under this Agreement are to be in writing and sent by personal delivery or by airmail, cable, telegram, telex, facsimile transmission or other commercial means of rapid delivery, postage or costs of transmission and delivery prepaid, to the Parties at the addresses set forth below until such time as either Party hereto gives the other Party hereto written notice of a change of address in accordance with the provisions hereof.

12. **Indemnification.** Client agrees to indemnify and hold harmless Consultant from legal actions taken against Client and include Consultant in the Errors and Omissions policy of the organization. Consultant will indemnify Client for actions against him due to the performance of service for other clients. Consultant will provide proof of liability insurance upon request.

13. **Modification to 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 or an authorized representative of each Party.

14. **Entire Agreement.** This Agreement is the entire agreement of the Parties. It may be changed only by provisions in Section 13 (Modification of Agreement) against whom enforcement of any waiver, change, modification, extension or discharge is sought.

15. **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 nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

16. **Waiver.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) set forth below their respective signatures.

CONSULTANT:

CLIENT:

By: _____

By: _____

Ed Krey, Owner

Brian Lujan, Town Manager

Employer Representatives, Inc.

Town of Center

535 Grand Avenue

294 S. Worth Street

Grand Junction, CO 81501

Center, CO 81125

Date: _____

Date: _____

EXHIBIT A

STANDARD LIMITATIONS ON SERVICES

Prohibited Services: Consultant shall in no event undertake any of the following in connection with providing Services to the Client:

1. Act as an officer, including, without limitation, Chief Human Resources Officer, or employee of the Client or allow the Client to represent that Consultant is an officer, including, without limitation, Chief Human Resources Officer, or employee of the Client, and in that regard neither the Client nor the Consultant shall utilize stationery, business cards, email addresses, or websites that indicate or imply that Consultant is an officer or employee;
2. Sign on behalf or as a representative of the Client any documents, instruments, forms or agreements of any kind whatsoever;
3. Attest function services that typically are performed by an attorney, such as audits or unaudited reviews, or litigation representation;
4. Undertake auditing processes for compliance with local, state, or federal regulations unless Consultant may otherwise specifically agree in writing to Client;
5. Assist with substantial reduction in workforce unless Consultant may otherwise specifically agree in writing to Client;
6. Prepare legal contracts such as Employment Agreements, Independent Contractor Agreements, etc.
7. Client understands there is no "Confidentiality Relationship" between Client and Consultant as there is with an attorney.
8. Administrative tasks for services such as COBRA, FMLA, ADA, FLSA, etc.

Consultant

Client

EXHIBIT B
SCOPE OF PROJECT

Overview

Brian Lujan, Town Manager, desires to retain support services for human resource needs. From time to time Brian Lujan, Town Manager, will discuss with Consultant a proposed scope of work. Consultant will provide a proposal for the scope of work. Should the scope change as the work progresses Brian Lujan, Town Manager, and Consultant will discuss the matter and adjust the rate or the work accordingly.

Duties of Organization:

- Provide information and access to computer systems, information, documents, facilities, and staff as appropriate for the scope of work requested by the Consultant.
- Provide reimbursement for lodging, accommodations, meals, and/or travel when Consultant is traveling to, at or from the facility to perform on site services. Travel will be reimbursed as agreed in each scope of work and proposal but will not exceed the IRS approved rate for mileage.

Consultant may from time to time have colleagues and or associates assist him/her to perform services within the Scope of Project. Consultant will manage the performance of these individuals and remove anyone that does not conduct themselves with courtesy and professionalism.

Disclaimer:

Employer Representatives Inc. (ERI) provides practical human resources information and guidance based upon our knowledge and experience in the industry and with our clients. ERI services are not intended to be a substitute for legal advice. ERI services are designed to provide general information to human resources and/or business professionals regarding human resources concerns commonly encountered. Given the changing nature of federal, state and local legislation and the changing nature of court decisions, ERI cannot and will not guarantee that the information is completely current or accurate. ERI services do not include or constitute legal, business, international, regulatory, insurance, tax or financial advice. Use of our services, whether by phone, email or in person shall indicate your acceptance of this knowledge.

Consultant

Client

EXHIBIT B
SCOPE OF PROJECT

PROJECT	DESCRIPTION	LINE TOTAL
Job Description assistance per position	Provides assistance and examples (10 positions would equal \$1125.00)	\$112.50
New Job Description creation per position	LHRS creates the job description draft (10 positions would equal \$2250.00)	\$225.00
Job Description merge per position	LHRS creates consistent format and merges existing information as appropriate (10 positions would equal \$3750.00)	\$375.00
Market Analysis per position based on job description per position	Based on the title of the position (10 positions would equal \$1125.00)	\$150.00
Wage Scale assistance	Provides assistance and examples of format and offers guidance with compensation philosophies	\$300.00 - \$600.00*
*Based on level of complexity with compensation philosophies.		

Note: additional travel expenses will apply (lodging, travel, etc.) and be billed separately.

Consultant

Client