

A
RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING AN UNBUDGETED EXPENDITURE AND AGREEMENT FOR PROFESSIONAL
SERVICES WITH ROBERT HALF INC., FOR RECRUITING SERVICES FOR THE DIRECTOR
OF FINANCE AND ADMINISTRATION OPEN POSITION

WHEREAS, pursuant to its general municipal powers and C.R.S. § 31-15-101, the City of Cherry Hills Village ("City") is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, the City of Cherry Hills Village's Purchasing Policy requires City Council approval for non-budgeted transactions over \$25,000.00; and

WHEREAS, the City Administration Department desires to purchase recruiting services for the Director of Finance and Administration open position (the "Services"), the cost of which is anticipated to be in excess of \$25,000.00 if the Services result in filling the position and which were not included in the approved 2025 budget; and

WHEREAS, the City wishes to enter into an agreement for the Services with Robert Half Inc., a Delaware corporation (the "Agreement"); and

WHEREAS, the City Council desires to approve the Agreement and further desires to authorize the City Manager to execute the Agreement on behalf of the City once in final form.

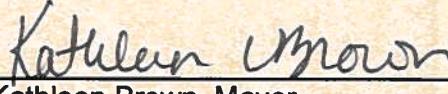
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cherry Hills Village, Colorado that:

Section 1. The City Council hereby: (a) approves the Agreement in substantially the same form as attached hereto as **Attachment A**; (b) authorizes the City Attorney, in consultation with the City Manager and Human Resources Manager, to negotiate appropriate changes to the Agreement that do not materially increase the City's obligations; and (c) authorizes the City Manager to execute the Agreement on behalf of the City once in final form.

Section 2. This Resolution shall be effective immediately upon adoption.

Introduced, passed and adopted at the
regular meeting of City Council this 20th day
of May, 2025, by a vote of 6 yes 0 no.

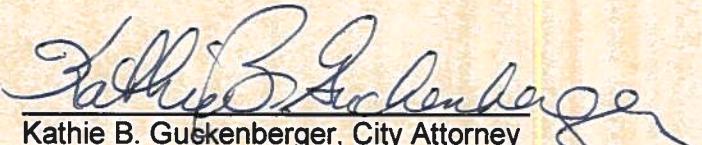
(SEAL)


Kathleen Brown, Mayor

ATTEST:


Laura Gillespie, City Clerk

APPROVED AS TO FORM:


Kathie B. Guckenberger, City Attorney

Attachment A
Agreement for Professional Services

**City of Cherry Hills Village, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES**

Project/Services Name: Recruiting Services – Director of Finance and Administration

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the City of Cherry Hills Village, a home rule municipality of the State of Colorado, with offices at 2450 E. Quincy Avenue, Cherry Hills Village, Colorado 80113 (the “City”), and Robert Half Inc., through its finance & accounting permanent placement practice group, a Delaware corporation registered to do business in Colorado, with a Colorado place of business at 1125 17th Street, #900, Denver, CO 80202 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the City requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the City desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Services. As applicable to direct-hire recruitment services, Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the City has requested certain general services to be performed or, if applicable, certain work product to be produced, the Contractor has offered to the City the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the City, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the City, no agent, employee, or representative of the City is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Council, City Manager, or a person expressly authorized in writing to direct the Contractor's services.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue for a period of one (1) year, unless terminated as provided herein ("Termination Date").

B. Termination. This Agreement may be terminated by either Party for any or no reason upon written notice delivered to the other Party at least ten (10) days prior to termination. In the event of a Party's exercise of the right of termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. If applicable or available, the Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the City and such documents, data, studies, and reports shall become the property of the City; and

3. Upon either Party's receipt of a notice of termination, the City shall not accept and Contractor shall not submit any invoice, bill, or other form of statement of charges owing to the Contractor unless such invoice is authorized pursuant to Section IV of this Agreement.

C. Suspension of Services. The City may suspend the Contractor's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon Contractor's receipt of such notice of suspension from the City, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study). Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the City.

D. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the City Representative or the Contractor Representative at the address set forth in Section XI.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after

deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. REPRESENTATIVES AND SUPERVISION

A. **City Representative**. The City representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be the City Manager or his or her designee ("City Representative"). The City Representative shall act as the City's primary point of contact with the Contractor.

B. **Contractor Representative**. The Contractor representative under this Agreement shall be Chuck Bustos, Director of Permanent Placement Services ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the City. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the City.

C. **City Supervision**. The Contractor shall provide all Services with little or no daily supervision by City staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the City's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

A. **Payment for Services Contingent on Hiring Referred Candidate**. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Contractor shall not be paid unless and until tasks identified in the Scope of Services are performed to the satisfaction of the City and as required by this Agreement. In consideration for the completion of the Services by Contractor as specified in **Exhibit A**, the City shall pay Contractor as follows:

- If this box is checked, the Contractor shall invoice the City for Services performed and the City shall pay Contractor based on the rates or compensation methodology described in **Exhibit B**. This amount shall include all fees, costs, and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs, and expenses. Contractor may request final payment upon completion and the City's acceptance of all work or Services as set forth in **Exhibit A**.
- If this box is checked, the City shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on [insert date here, if applicable].

B. **Receipts**. The City shall make payment in full to the Contractor, as set forth in this Agreement, without requiring the furnishing of receipts.

C. Reimbursable Expenses.

1. If this Agreement is for lump-sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is not for lump-sum compensation, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the City without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor's invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services
- Lodging and Meals (but only with prior written approval of the City as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

D. No Waiver. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by applicable law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

VI. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including reasonable attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all applicable laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The City will not include the Contractor as an insured under any policy the City has for itself. The City shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the City for any Employee Benefits; the Contractor will defend the City from any claim and will indemnify the City against any liability for any Employee Benefits for the Contractor imposed on the City; and the Contractor will reimburse the City for

any award, judgment, or fine against the City based on the position the Contractor was ever the City's employee, and all reasonable attorneys' fees and costs the City reasonably incurs defending itself against any such liability.

VII. INSURANCE

A. **General.** During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR
- The Contractor shall secure and maintain the following ("Required Insurance"):
 - Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.
 - Comprehensive General Liability insurance with minimum combined single limits of _____ Dollars (\$_____._____) each occurrence and of _____ Dollars (\$_____._____) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. 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. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
 - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than _____ Dollars (\$_____._____) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate

Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of _____ Dollars (\$_____) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be terminated without Contractor providing at least thirty (30) days prior written notice to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the City, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Insurance Certificates. Contractor shall provide to the City a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all third party claims, liability, penalties, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, penalty, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this negligent provision of Services by Contractor under this Agreement if such injury, loss, penalty, or damage is caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to

Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. Contractor expressly agrees that the provisions of this paragraph include its obligations as set forth in Section XI.V. of this Agreement.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities, or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

X. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. For purposes of CORA, the City Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. City's Right of Inspection. To the extent available, the City shall have the right to request that the Contractor provide to the City a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and

the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the City of all documents and records produced or maintained in accordance with this Agreement. Notwithstanding anything to the contrary herein, City acknowledges that Contractor does not: (i) track or request race, gender, veteran or disability status of the candidates; or (ii) meet any applicant tracking or recordkeeping requirements.

C. Ownership. To the extent applicable to the provision of direct-hire staffing, any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Cherry Hills Village upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the City. Other materials, statistical data derived from other clients and other client projects, software, methodology, and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the City and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the City.

D. Return of Records to City. At the City's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

XI. MISCELLANEOUS

A. Governing Law and 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 Arapahoe County, Colorado.

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

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

<u>If to the City:</u>	<u>If to Contractor:</u>
City of Cherry Hills Village Attn: City Manager 2450 E. Quincy Avenue Cherry Hills Village, Colorado 80113	Robert Half Inc. Attn: Stephanie Cook Robert Half 1125 17 th Street #900 Denver, CO 80202
With Copy to: Cherry Hills Village City Attorney Michow Guckenberger McAskin LLP 5299 DTC Boulevard, Suite 300 Greenwood Village, Colorado 80111	With Copy to: Robert Half Inc. Attn: Client Contracts Department 3001 Bishop Drive, Suite 140 San Ramon, CA 94583 Tel: 925. 913.1000 Email: clientcontracts@roberthalf.com

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. 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.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, 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.

I. Governmental Immunity. The City, 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 amended ("CGIA"), or otherwise available to the City and its officers or employees.

J. Rights and Remedies. The rights and remedies of the City 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 City's legal or equitable remedies, or the period in which such remedies may be asserted.

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

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XI shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the City, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XI.A (Governing Law and Venue), XI.J (Rights and Remedies), XI.K (Annual Appropriation), XI.N (Release of Information), XI.O (Attorneys' Fees), and XI.Q (Agreement Controls) shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

R. Force Majeure. Neither the Contractor nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing

or delayed party.

S. Protection of Personal Identifying Information. If the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party services providers.

T. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Cherry Hills Village and the Contractor and bind their respective entities.

U. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

V. Web Accessibility Compliance Requirements. Contractor agrees to provide Services in a manner that ensures the City's full compliance with applicable web accessibility requirements set forth in C.R.S. § 24-34-802 and associated regulations, as may be amended from time to time.

W. This Agreement shall apply to the finance & accounting permanent placement practice group of Robert Half Inc.'s Denver, CO branch, and no other Robert Half Inc. practice group or branch shall be bound hereunder.

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

**CITY OF CHERRY HILLS VILLAGE,
COLORADO**

By: Kathleen O'Meara

Printed Name: Kathleen Brown

Title: Mayor

Date of execution: 5/20/25

ATTEST:

Laura Gillespie
Laura Gillespie, City Clerk

APPROVED AS TO FORM (excluding exhibits):

Kathie Guckenberger
Kathie Guckenberger, City Attorney

CONTRACTOR: Robert Half Inc.

By: Stephanie Cook

Printed Name: Stephanie Cook

Title: District Director

Date of execution: 5/20/25

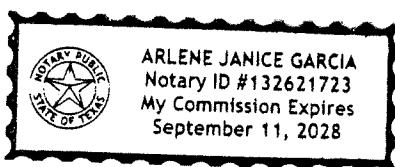
Texas

STATE OF COLORADO)
) ss.
COUNTY OF Dallas)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this 20th day of May, 2025, by Stephanie COOK as District Director of Robert Half Inc., a Incorporation.

My commission expires: September 11th, 2028

(S E A L)



Anenegania.

Notary Public

(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))

EXHIBIT A
SCOPE OF SERVICES

1. Conduct a search on behalf of the City for a Director of Finance and Administration (the "Position") and refer qualified candidates for that position to the City for its consideration in hiring. Contractor will only refer candidates who are qualified to perform functions specified in the job description for the Position, a copy of which is attached to and incorporated herein as **Exhibit C**.
2. If the City identifies a preliminary final candidate referred by Contractor, Contractor will, upon notice from the City and prior to the City offering employment to such candidate, have its third-party vendor confirm the highest degree earned by the candidate if the candidate has achieved a degree from a U.S. or Canadian college or university, based on information provided by candidate directly to the third-party vendor. Contractor will review the information revealed by this check and determine candidate's eligibility for the Position in accordance with applicable law. If City requests a copy of the results of any checks conducted on Contractor's candidates, City agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes. Contractor will inform the City Representative of the results of this verification within the time frame requested by the City Representative.
3. If the City selects a candidate that Contractor has referred, Contractor will send the City a letter of confirmation regarding this Agreement.

EXHIBIT B
COMPENSATION

1. Payment to the Contractor for performance of the Services (“Contractor’s Fee) is contingent upon the City hiring a candidate for the Position that was referred by Contractor. The Contractor Fee applies to a candidate for the Position referred by Contractor that becomes a City employee within twelve (12) months from the date of Contractor’s last referral of a candidate. Contractor earns the Contractor Fee at the time a candidate that Contractor has referred accepts an offer of employment from the City (the “Hired Candidate”).
2. If the City hires a candidate for the Position that Contractor has not referred for the City’s consideration, the Contractor Fee does not apply, and the City will not compensate Contractor for its recruiting services or efforts pursuant to this Agreement. Under this circumstance, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit, or implied contract.
3. The Contractor Fee is a reduced fee of twenty-five percent (25%) of the Hired Candidate’s annual starting salary as expressed in the City’s initial employment offer to that candidate.
4. Contractor will invoice the City no more than ten (10) calendar days before the Hired Candidate’s scheduled starting day of employment. Such invoice is payable within thirty (30) days from the invoice date.
5. **Contractor Guarantee.** If the City pays Contractor the Contractor’s Fee within thirty (30) days from the invoice date, Contractor agrees to provide a ninety (90) calendar day *pro rata* guarantee, and if the City pays Contractor the Contractor’s Fee later than thirty (30) days from the invoice date, Contractor agrees to provide a thirty (30) calendar day *pro rata* guarantee. If the Hired Candidate’s employment terminates for any reason other than reorganization, elimination of position, takeover, or material change in job responsibility within the applicable *pro rata* guarantee period, Contractor agrees to refund a *pro rata* portion of the Contractor’s Fee paid to the City for the Hired Candidate, or to issue the City a *pro rata* credit for such amount if Contractor provides the City a replacement Hired Candidate. Such refund or credit will be equal to 1/90th or 1/30th of the Contractor’s Fee paid to Contractor, as applicable, multiplied by the number of calendar days remaining in the guarantee period as of the last day of the Hired Candidate’s employment.

EXHIBIT C
Job Description, Director of Finance and Administration

City of Cherry Hills Village
Job Description
January 2025

DIRECTOR OF FINANCE AND ADMINISTRATION

General Statement of Duties

The Director of Finance and Administration is an integral member of the City's management team; the position works with and reports directly to the City Manager and has contact with the City Council. This position requires a generalist capable of performing and/or administering all activities related to the City's financial, administrative, and functions including planning, organizing, directing, coordinating, and reporting.

Supervision Received and Given

The Director of Finance and Administration reports to and receives direction from the City Manager and the City Council of the City of Cherry Hills Village. The Director of Finance & Administration directly supervises the City Clerk, the Municipal Court Clerk and the Municipal Court Bailiff.

Distinguishing Features of the Class

This is a department director and a management classified position responsible for the direction of departmental programs and functions as determined by the City Manager and City Council. This position is responsible for development and presentation of the annual operating and capital budgets, budgetary control throughout the year by monitoring current year revenues and expenditures and preparation of monthly financial statements for City Council. The incumbent exercises professional cash management services administering all banking and investing activities from collection to disbursement to forecasting to investing to managing financial relationships. This position is responsible for preparation for and oversight of annual audit of City's financial statements by an outside auditor.

Essential Job Functions

Accounts Payable/Accounts Receivable/Bookkeeping (Duties Include):

Prepare and process the City's accounts payable. Prepare automated checks for payment, process on demand payments as necessary. Issue 1099 tax forms at year-end. Bill and process the City's accounts receivable, payments and fees.

Sales Tax (Duties Include):

Process sales tax payments received from vendors. Track sales tax receipts and follow up with

vendors on past due payments. Issue sales tax/business licenses.

City Budget (Duties Include):

Work with Department Directors, City Manager and City Council to prepare the annual budget. Prepare a proposed budget annually and submit it to the City Council and be responsible for the administration of the budget after its adoption. Maintain and submit the annual Government Finance Officers Association (GFOA) Budget Award.

Participation in City Council Meetings (Duties Include):

Preparing agendas and staff memos for City Council regarding proposed ordinances and resolutions and other City business; attending City Council meetings (usually during evening hours); speaking to City Council during meetings regarding proposed ordinances, resolutions, and other City business.

Audit (Duties Include):

Prepare prepared-by-client workpapers for the annual audit process; primary City contact for audit purposes. Perform internal audits and establishes internal control systems.

Monitor and bid City auditing and banking services.

Payroll (Duties Include):

Processing payroll biweekly. Transmitting direct deposit files and transmitting state and federal taxes online as well as all benefit contributions. Complete annual W2 tax files for all employees and submit information to the Social Security Administration

Long Range Financial Forecast (Duties Include):

Prepare multi-year financial reports and analyses. Keep City Council advised of the financial condition and future needs of the City. Make such recommendations to City Council as they may deem necessary.

Customer Service (Duties Include):

Communicating information in a courteous, timely, professional, and effective manner, in person, over the telephone, and in writing, including email and paper correspondence.

General Desk Work (Duties include):

Performing a variety of tasks while sitting at a desk, including using computer software programs, using the internet, typing, emailing, and creating and interpreting complex statistical and financial reports.

Examples of Work

- Manage City Administrative staff, subject to the personnel rules and regulations adopted by City Council.
- Upon the request of City Council, make written or verbal reports concerning the affairs of the City.
- Prepare prepared-by-client workpapers for the annual audit process; primary City contact for audit purposes.
- Prepare multi-year financial reports and analyses.

- Perform annual physical inventory and maintains fixed assets records.
- Administer sales and use tax programs.
- Monitor and bid City auditing and banking services.
- Perform internal audits and establishes internal control systems.
- Attend and participates in professional groups and training sessions necessary to stay informed of prevailing financial, administrative and human resources practices.
- Attend City Council meetings, homeowner meetings, and other professional meetings as may be required.
- May prepare ordinances or resolutions for City Council.
- Monitor the evolution of TABOR litigation and monitors the City's compliance.
- Keep City Council advised of the financial condition and future needs of the City. Make such recommendations to City Council as they may deem necessary.
- Maintain open communications with City staff and ensure that all levels of staff are informed and knowledgeable about City affairs.
- Attend City Council meetings and participate in discussions with City Council in an informative and/or advisory capacity.
- Establish a system of accounting and auditing for the City, which reflects the financial condition and financial operation of the City.
- Work with the City Attorney regarding legal issues involving the City of Cherry Hills Village.
- Prepare and submit to City Council a complete report on the financial and administrative affairs of the City for the preceding year at the end of the fiscal year.
- Perform such other duties as may be prescribed by ordinance, required by the City Manager and/or City Council, or otherwise deemed necessary.
- Driving to a variety of functions within the metro Denver area to serve as a representative of the City; driving to locations within the City as necessary; occasionally traveling to distant locations on City business.

Required Knowledge, Skills, and Abilities

- Knowledge of and the ability to interpret State Statutes, the Municipal Charter and Code, and federal, state, and local laws and regulations affecting municipal operations.
- Operations, services and activities of a comprehensive financial management program.
- Public finance theory and procedures including governmental accounting principles and practices.
- Statistics, economics, finance, costing and business practices.
- Principles and practices of municipal budget preparation and administration.
- Knowledge of the Colorado Open Meetings Law.
- Basic knowledge of the Colorado Open Records Act.
- Basic knowledge of Colorado election laws and processes.
- Understand the principles and practices of organizational management, public administration, and risk management.

- Knowledge of the principles and practices of municipal budgeting, budget preparation and fiscal administration.
- Ability to maintain confidentiality when faced with information of a sensitive nature.
- Knowledge of Microsoft® Office programs such Word and Excel; ability to use them for communication, analysis, or other administrative purposes.
- Ability to learn various computer software programs such as Caselle.
- Ability to operate a variety of office equipment such as recording software and equipment, photocopier, and fax machine.
- Good knowledge of business English and spelling, and ability to produce quality written documents that deploy a professional appearance.
- Outstanding attention to detail and organizational skills.
- Ability to complete tasks and projects with no direct supervision.
- Ability to plan, organize, direct and coordinate the work of supervised staff. Select, supervise, train and evaluate staff. Lead and direct the operations, services, and activities of the department.
- Develop and administer departmental goals, objectives and procedures.
- Prepare clear and concise administrative and financial reports. Prepare and administer budget.
- Ability to perform bookkeeping and mathematical functions (including addition, subtraction, multiplication, and division).
- Ability to deal tactfully and courteously with members of the public.
- Ability to establish and maintain effective relationships with residents, the public, staff members, City Council, community associations, business contacts, civic organizations, the media, and various other groups and individuals.
- Ability to prepare and present written and oral reports in a professional manner.
- Ability to communicate effectively with a wide variety of people, including City Council, department heads, employees, representatives of other governmental agencies and citizens.
- Ability to stay self-directed, motivated, flexible, with a “team spirit” and a willingness to work under time constraints.
- Skilled at juggling multiple priorities.
- Ability to understand, explain, and interpret City policies, procedures and functions.
- Ability to work under time constraints, deadlines and schedule interruptions.
- Ability to manage and maintain an efficient and professional staff of municipal employees.
- Ability to work well independently and with others to establish and attain objectives.

Performs work that requires the following essential physical abilities:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

The majority of this position's duties are performed in an office environment. Occasional trips to external locations such as other governmental offices or field sites may be required. Trips to field sites may include exposure to adverse weather and driving conditions as well as construction site risks.

Vision: Examples include the ability to see in order to drive safely on an occasional basis, and read a computer screen or other printed matter at close or far range on a constant basis. Must have the ability to read and decipher color-coded maps.

Communicating: Examples include the ability to talk and hear and comprehend verbal communication on a constant basis. Must be able to communicate effectively in person or over the telephone.

Manual Dexterity: Examples include the ability to frequently manipulate office equipment. Must have fine and gross finger dexterity, and the ability to reach, grasp, grip, and twist at the wrist.

Twisting and Turning at the Waist: Must be able to frequently twist and turn while sitting and standing.

Lifting/Pushing/Dragging: Must be able to frequently lift/push/drag items and equipment weighing up to 35 pounds such as boxes of supplies and paper records from one location to another.

Sitting: Must be able to frequently sit for extended periods of time while working at a desk.

Standing: Must be able to occasionally stand for extended periods of time while working at the front counter or speaking at the podium before City Council.

Any essential function or requirement of this position will be evaluated as necessary should an incumbent or applicant be unable to perform the function or requirement due to a disability as defined by the Americans with Disabilities Act (ADA). Reasonable accommodation for the specific disability will be made for the incumbent or applicant when possible.

Education and Experience

Education: A bachelor's degree from an accredited college or university in Accounting, Finance, Public or Business Administration, or a similar discipline is required. A master's degree from an accredited college or university in public administration, business administration, or a similar discipline is preferred.

Experience: A minimum of six years of progressively fiscal experience in public operation of a moderate size and complexity with supervisory experience or equivalent combination of training and experience that provides evidence of the applicant possesses' the required knowledge, skills and abilities.

Licenses and/or Certificates:

Possession of, or the ability to obtain, an appropriate and valid driver's license and a driving record satisfactory to obtain coverage by the City's insurance carrier.