



CLIENT SERVICES AGREEMENT FOR HUMAN RESOURCE SERVICES

This **CLIENT SERVICES AGREEMENT** ("Agreement") is entered into by and between **Town of Anthony, 401 Wildcat Dr., P.O. Box 1269, Anthony, TX. 79821** ("**Client**") and **Cano HR Group, LLC ("Cano HR")**, P.O. Box 2387, Anthony, TX 79821, as of January 1, 2023 ("Effective Date").

1. **Purpose:** Cano HR shall provide Human Resource consulting services to Client to meet the Client's organizational needs. Cano HR shall provide Human Resource recommendations, solutions, and strategies to positively impact and improve the Client's business, as provided by the Agreement. Cano HR and Client understand that none of the services provided in this agreement shall, in any way, imply or constitute the offering or providing of legal services, legal options or legal opinions.
2. **Human Resource Services:**
 - A. Cano HR will monitor on-going changes in applicable laws and regulations which affect the Client's personnel and Human Resource practices. Cano HR will provide HR consulting services, such as, but not limited to, hiring, employment separations, harassment, EEOC, I-9, FMLA, FLSA, ADA, ADEA, Unemployment Tax management, third party investigations, Wage & Hour claims, as well as recommend changes to Client's employment-related policies and procedures, employee manual, to help ensure compliance.
 - B. Cano HR will monitor and provide loss control services and advice related to, but not limited to, unemployment compensation claims, health insurance costs, as well as worker's compensation claims.
 - C. Cano HR will provide guidance to Client in all unemployment claims response action, hearings and appeals before state agencies. It is understood that Client, in its' complete discretion, has final authority of any action taken between the unemployed claimant and the state agency.
3. **Professional Educational / Training Services:**
 - A. At Client's request, Cano HR will consult with Client to advise on efficient and more-timely procedures pertaining to better control of claims management for a long-term approach to the ultimate reduction of client's unemployment tax liability.



B. Upon Client's request, Cano HR shall conduct initial training seminars to Client's Managers and/or Supervisors regarding procedures, rules, and regulations pertaining to a Claimant's unemployment compensation eligibility, recommended progressive discipline and proper documentation to minimize potential tax liability ramifications and monitor and advise in the most timely and efficient reporting methodology to help protect Client against any unwarranted unemployment claims, worker's compensation claims, litigation issues or charges.

C. Cano HR will consult with Client to advise on efficient procedures pertaining to Human Resource / Personnel issues.

4. **Miscellaneous:**

A. Cano HR shall make an annual recommendation regarding the feasibility of a voluntary contribution to reduce Client's unemployment tax rate(s).

B. Notwithstanding any other provisions of this Agreement, Client is solely responsible for the right of direction and control over the adoption of unemployment compensation claims, EEOC claim filings and related procedures.

C. Each of the Parties will keep confidential and protect from unauthorized disclosure by its employees, agents or customers, any confidential information or know-how which may be disclosed to it by, or otherwise learned from, the other Party.

D. Information made available to Cano HR by Client is confidential. Cano HR will not use any information submitted by Client for any reason or purpose other than those intended by this agreement.

5. **Indemnification:** Client contracts and covenants to indemnify, defend and hold harmless Cano HR from and against any and all claims, damages, losses or expenses of any kind or nature whatsoever, including reasonable attorney fees, expenses and costs of litigation arising solely and directly out of any claims for damages of any nature whatsoever, whether known or unknown, which Cano HR may incur, suffer, become liable for or which may be asserted against Cano HR and which are based on, related to, arise out of or are connected with Client, Client's business or operation, the activities, conduct, errors or omissions of Client's employees, agents, representatives and subcontractors, claims of discrimination, including but not limited to retaliation, sexual harassment or wrongful discharge, employment related claims asserted by claimant's or any other claim, demand investigation, audit or suit by any employee, past employee,



agent, representative, subcontractor or claimant of Client. All indemnification obligations shall survive the expiration, breach or termination of the Agreement regarding any liability, acts or omission, which occurred prior to the termination date and arising during the effective date of this Agreement.

Any strategic, operational, errors or omissions or other business-related decisions with regard to Client's business shall be the exclusive responsibility of Client. When implementing such unemployment claims decision, Client shall be acting solely on its own volition and responsibility and Cano HR shall have no responsibility or liability for the acts, errors or omissions of the Client's business.

6. **Term of Agreement:** This Agreement shall remain in force for an Initial Term of one (1) year, commencing on the effective date above. At the expiration of the Initial Term, the parties may agree to renew the Agreement on a month-to-month basis. Either party may terminate this Agreement without cause, with prior written notice of at least ninety (90) days to the other party. If Client terminates this Agreement without cause and has already received the Employee Handbook provided by Cano HR, then Client shall be responsible for payment of the Employee Handbook in the amount of \$3,500.00. Either party may terminate this Agreement at any time for cause, based on a material breach by the other party of a term or condition of this Agreement with thirty (30) days written notice.
7. **Service Fees:** For all services included in Addendum A the Client agrees to pay an annual fee of \$15,000.00. Monthly installments of \$1,250.00 due immediately upon execution of contract and billed the 1st of every month thereafter and payment of said invoice is due upon receipt.
8. **Notices:** Whenever under this Agreement one party is required to give written notice to the other, such written notice shall be deemed given if mailed by certified mail, return receipt requested and addressed as follows:

Client: Town of Anthony 401 Wildcat Dr. Antony, TX 79821	Cano HR Group, LLC c/o Tommy Cano 1254 Onate St. Anthony, NM 88021
--	---

Either party may at any time change its address for notification purposes by mailing a notice state the change and setting forth the new address

9. **Entire Agreement.** This Agreement, together with Addendum A, sets forth the entire agreement between the Parties respecting its subject matter and supersedes all prior negotiations and agreements between the parties relating to the subject of



this Agreement. No change, waiver or discharge of obligations arising under this Agreement shall be valid unless it is in writing and executed by all the Parties.

10. **Venue.** This Agreement shall be governed by the laws of Texas, and exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in El Paso County, Texas.
11. **Validity of Agreement.** Any invalidating of any provision, in whole or in part, of any provision of this Agreement shall not affect the validity of any of the remaining provisions.

This agreement shall be effective from January 1, 2023 to December 31, 2023. This Agreement is expressly conditioned upon and subject to acceptance by Cano HR.

TOWN OF ANTHONY

CANO HR GROUP, LLC.

Authorized Client Representative – Signature

Benjamin Romero
Printed Name of Client Representative

12-19-2022
Date

Mr. Tommy Cano, President – Signature

Tommy Cano
Mr. Tommy Cano – Printed Name

Mr. Tommy Cano – Printed Name

12/21/2022
Date



ADDENDUM A:

TOWN OF ANTHONY

Training & Development Program (Management ONLY)

All Trainings below included in contract.

- Hiring Practices (What to say and not to say, what to ask not to ask)
- Firing Practices (Effective termination procedures to avoid litigation, and/or reduce liability to company)
- Anti-harassment training
- Unemployment Compensation

Consulting Services – Annual Cost per Year (\$15,000.00)

- Human Resource consulting service, answer questions, guide management in disciplinary practices, terminations, hiring practices, I-9 compliance recommendations, etc. on an on-call basis. Availability after hours and weekends, via telephone and e-mail.

***Employee Handbook**

- Revise and modify company's employee handbook to meet and comply with Federal & State laws. Revision and modification of handbook (\$3,500.00) – early termination of contract will result in full recovery of revision and modification of handbook fee.
- Add provisions in compliance with federal and state laws, if applicable (e.g. FMLA, ADA, ADEA, USERRA, EEO, FLSA, At-Will Clause, etc.)
- Distribution to all employees and obtain acknowledgement to secure in personnel file.
- Train management on new handbook provisions to comply with federal and state laws.

* HR Services do not include the revision or modification of employee handbook after initial contract. An additional fee will apply for modification of company's employee handbook to comply with federal and state law, as well as, employer's policies and procedures.