

# Town of Liberty

## Proposal/Agreement for Services

for

## HR Consulting Services

from



Date: February 24, 2026  
Version: 1.0

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## **Project Overview**

The Town of Liberty has requested the services of New Focus HR, LLC with regards to various human resources challenges that they are trying to resolve within their organization. New Focus HR, LLC has prepared the following project outline based on our current understanding of the needs of the Town of Liberty. If changes to the project scope should change, New Focus HR, LLC will prepare a change letter detailing out any resulting impact on deliverables or fees.

### ***The Design and Development of a Legally Compliant Employee Handbook***

The process will include, but may not be limited to the following steps:

- The Consultant will take the current employee handbook, HR-related policies and procedures and complete an employee handbook questionnaire with the Town Council, the Clerk-Treasurer, or her designee, either during an in-person meeting or via a Zoom video conference to use as a starting point to create a draft of a new employee handbook for the Town of Liberty.
- The Consultant will create and review the new draft of the employee handbook for changes, modifications, etc. before presenting to the Town Council, the Clerk-Treasurer, or her designee for review.
- The Consultant and the Town Council, the Clerk-Treasurer, or her designee will meet either during an in-person meeting or via a Zoom video conference so that the Consultant may explain the draft of the employee handbook and those policies that are required by federal and state employment-related laws, state statutes, and the guidelines of the State Board of Accounts (SBoA), as well as those policies that are recommended based upon the Consultant's expertise in the human resources field.
- The Town Council, the Clerk-Treasurer, or her designee, will take the draft to review for final changes, elimination of policies that are not required or appropriate for the organization, etc. and communicate those changes, etc. to the Consultant.
- Once those changes are received by the Consultant the final electronic ADOBE copy will be forwarded to the Town of Liberty for their utilization and records.
- As part of this process the Town of Liberty will receive a progressive disciplinary action form that goes along with Policy #716 – Progressive Discipline in the employee handbook.
- It will be up to the Town of Liberty to distribute the employee handbook to their employees and obtain a signed acknowledgment form from each. The Consultant may be available to assist with this process, if needed. **(Consulting hourly rates apply equal to \$175 per hour.)**

### ***Annual Employee Handbook Update Subscription Service***

New Focus HR will provide the Town of Liberty with ongoing support and continued compliance updates and amendments to federal and state employment-related laws, state statutes, and the guidelines of the State Board of Accounts (SBoA) that impact policies as necessary. In addition, the Town of Liberty may add organization-related policies or change policies as needed and New Focus HR will provide amendments as appropriate. The Town Council, the Clerk-Treasurer, or her designee may also contact the Consultant at any time during the year to discuss interpretation of any policy within the employee handbook. This is an added value in that the Town of Liberty will always have an up-to-date employee handbook that is compliant with all employment-related laws.

## **Project Overview - Continued**

The annual employee handbook subscription service rate is **\$150.00 per year**.

### ***Human Resources Consulting Services***

New Focus HR, LLC will act as the outsourced human resources consulting company for the Town of Liberty. The Consultant may assist the Town Council, the Clerk-Treasurer, or her designee, with guidance related to various human resource-related challenges with setting up the infrastructure for a human resources department to include, but not limited to:

- Form I-9 audit,
- new hire onboarding processes,
- employee file maintenance,
- HR compliance posters,
- employee relations issues,
- job descriptions,
- performance management,
- HR-related forms,
- HR policies and procedures,
- salary ordinance development,
- terminations,
- workers' compensation issues,
- etc.

Ongoing assistance may include onsite or telephone consulting services and/or representation with employees and/or outside entities on behalf of the Town of Liberty, at the request of the Town Council, the Clerk-Treasurer, or her designee.

### ***Logistics and Expectations***

- The Town of Liberty will provide the Consultant with electronic or hard copies of their current HR-related policies, procedures, employee handbook, ordinances, etc., as appropriate for the current project that the Consultant is engaged with on behalf of the organization.
- All work will be conducted in the New Focus HR offices.
- Communications between the Consultant and the Town Council, the Clerk-Treasurer, or her designee will take place via in-person meeting, email, telephone, or Zoom video conference, as requested.

## Cost Summary and Signatures

Proposal/Agreement for Services – Expires 60-days from 02/24/2026, unless fully executed by both parties.

Project	Cost Estimate
<b><i>A La Carte Menu of HR Consulting Services</i></b>	
<b><i>The Design and Development of a Legally Compliant Employee Handbook</i></b> – The development and delivery of a legally compliant employee handbook as outlined on page two.	<b>\$6,000.00</b> (fixed rate fee)
<b><i>Annual Employee Handbook Update Subscription Service</i></b> – To include updates to the employee handbook, as needed and as outlined on page two.	<b>\$150.00/per year</b> (billed at the start of the project and then annually thereafter)
<b><i>Human Resources Consulting Services</i></b> – To include the services as outlined on page three. HR consulting services are billed only as utilized.	<b>\$175.00/per hour</b> (billed to the closest ½ hour)

### ASSUMPTIONS

New Focus HR, LLC will provide HR consulting services at the time that the proposal becomes a signed agreement for services and ending on an agreed to date. New Focus HR, LLC will provide the Client with a detailed invoice at the beginning of the employee handbook project for half of the total fixed rate fee and at the end of the project, or at the six-month mark if the Consultant has not received the final edits from the Client, for the second half of the total fixed rate fee. The optional annual subscription fee will be invoiced at the start of the employee handbook project and then annually thereafter. Hourly consulting fees will be billed on either the 15<sup>th</sup> or 30<sup>th</sup> of the month for services rendered during the previous two-week period. Client agrees to pay the invoices upon receipt (refer to Attachment A - Terms and Conditions).

### SIGNATURES

The below signatories legally represent their organization and are obligated to contractually commit their municipality to this agreement in total which includes Attachment A – Terms and Conditions.

#### Town of Liberty

Organization's Name



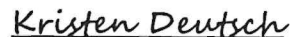
Jerry Kahl, Town Council President  
Signature

Jerry Kahl, Town Council President  
Officer Name and Title

03/02/2026  
Date

#### New Focus HR, LLC

Company Name



Kristen Deutsch, M.B.A., CCP, President  
Electronic Signature

Kristen Deutsch, M.B.A., CCP, President  
Officer Name and Title

02/24/2026  
Date

## Attachment A – Terms and Conditions

### TERMS AND CONDITIONS

This Agreement is made effective as of February 24, 2026, by and between the Town of Liberty and New Focus HR, LLC.

In this Agreement, the party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "New Focus HR".

New Focus HR has a background in human resources and is willing to provide services to Client based on this background. Client desires to have services provided by New Focus HR.

Therefore, the parties agree as follows:

#### 1. DESCRIPTION OF SERVICES.

New Focus HR will provide HR consulting services at the time that the proposal becomes a signed agreement for services and ending on and agreed to date. New Focus HR will provide the following services (collectively, the "Services"): HR consulting services as described on pages two through three of this document.

#### 2. PERFORMANCE OF SERVICES.

The manner in which the Services are to be performed and the specific hours to be worked by New Focus HR shall be determined by the New Focus HR and as agreed to by the Client.

#### 3. PAYMENT.

Client will pay a fee to New Focus HR for the Services as detailed on page four of this document.

A. Invoice. New Focus HR will provide the Client with a detailed invoice at the beginning of the employee handbook project for half of the total fixed rate fee and at the end of the project, or at the six-month mark if the HR Consultant has not received the final edits from the Client, for the second half of the total fixed rate fee. The optional annual subscription fee will be invoiced at the start of the employee handbook project and then annually thereafter. Hourly consulting fees will be billed on either the 15<sup>th</sup> or 30<sup>th</sup> of the month for services rendered during the previous two-week period.

B. Payment Period. Client agrees to pay the invoice(s) upon receipt and in accordance with their claims processing.

C. Late Payments and Charges. If for any reason payment is not made when due (no later than ten days after the receipt of the invoice), a late fee will be added to the total invoice charges at the rate of 1.5% per month (18% annually). New Focus HR shall also charge \$100.00 for each payment that is not cleared by the bank for any reason, including insufficient funds in client's account to cover the amount of the check. Client agrees to pay all costs of collection, including reasonable attorney's fees and Client waives presentment, demand, notice and protest.

If for any reason's payment is not made when due, Client agrees that New Focus HR will have the right to immediately terminate services. Such termination shall be effective on the last day for which New Focus HR has provided services for the Client under the terms of this Agreement.

#### 4. EXPENSE REIMBURSEMENT.

Client will pay all necessary travel expenses to and from an agreed to meeting site, outside of 200-miles from the New Focus HR offices, to include mileage, airline tickets, hotel rooms, etc. unless otherwise noted. New Focus HR shall invoice client for any other expenses (i.e., office supplies, etc.) incurred by them and agreed to by Client. The current Internal Revenue Service (IRS) rate will be invoiced for all mileage expenses.

#### 5. SUPPORT SERVICES.

As appropriate quality review meetings may be called to review performance and the working relationship between the Client and New Focus HR. Such meetings may be scheduled after a signed agreement has been received by New Focus HR and for one week following the termination of this agreement. Client agrees to

## Attachment A – Terms and Conditions - Continued

pay New Focus HR at the rate of \$175 per hour for all quality review meetings with Town Council, the Clerk-Treasurer, or her designee, if needed.

### 6. NEW PROJECT APPROVAL.

The client recognizes that New Focus HRs services will be limited to the scope defined within this proposal. New Focus HR shall obtain the approval of the Client prior to the commencement of a new project.

### 7. TERMINATION.

This is an agreement that shall terminate with 15 days written request by either party, outside of the payment terms to New Focus HR, as described in section 3 above. Client agrees to pay for any undisputed services up to termination.

### 8. RELATIONSHIP OF PARTIES.

It is understood by the parties that New Focus HR is an independent contractor with respect to the Client, and not an employee of the Client. The client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of New Focus HR employees.

With respect to the services provided by New Focus HR, New Focus HR is an independent contractor. Employees provided by New Focus HR hereunder shall receive compensation and benefits to which they may be entitled from New Focus HR and are not eligible for any benefits provided to employees of Client during such assignment. The parties agree that the employees provided by New Focus HR shall not be considered Client's employees for any purposes whatsoever. New Focus HR will make all appropriate tax, social security, Medicare, and other withholding deductions and payments, and all appropriate unemployment tax payments, in connection with the employees provided by New Focus HR hereunder.

New Focus HR shall not make any strategic, operational or other business-related decisions regarding the Client's business. Such decisions shall exclusively be the responsibility of the Client. New Focus HR shall bear neither responsibility nor liability for any actions or inactions by Client. When implementing such decisions, Client shall be acting solely on its own volition and responsibility.

### 9. INSURANCE.

New Focus HR acknowledges the obligation to carry appropriate insurance coverage for the benefit of their employees. New Focus HR waives any rights to recovery from the client for any injuries that may be sustained while performing services under this Agreement and that are a result of the employees own negligence.

New Focus HR agrees to carry the following insurance coverage during the term of this agreement: Worker's compensation as required by the laws of the state in which the services are being performed and comprehensive general liability and property damage insurance with combined bodily injury and property damage limit of \$1,000,000 for each occurrence.

### 10. INDEMNIFICATION.

Client agrees to indemnify, defend, and hold New Focus HR and anyone personally or professionally affiliated with the company harmless from and against any and all liabilities, expenses (including court costs and reasonable attorney's fees), and claims for damage of any nature what so ever, whether known or unknown as though expressly set forth and described herein, which the Indemnified parties may incur, suffer, become liable for, or which may be asserted or claimed against the Indemnified Parties as a result of (i) any action or inaction of Client, or (ii) (without limiting the foregoing) any breach by Client of, any noncompliance by Client with, or misrepresentation by Client made or deemed made under or in connection with, this Agreement.

### 11. INTELLECTUAL PROPERTY.

The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

A. HR Consultant's Intellectual Property. New Focus HR holds an interest in the intellectual property that is developed and used on this assignment. This intellectual property may be used during client engagements but remains the property of New Focus HR.

## Attachment A – Terms and Conditions - Continued

B. Development of Intellectual Property. Any improvements to intellectual property items, further inventions or improvements, and any new items of intellectual property discovered or developed by New Focus HR, during the term of this Agreement shall be owned by both parties. Use of intellectual property purchased by the Client should be unencumbered.

### 12. CONFIDENTIALITY.

Neither New Focus HR nor Client shall disclose or use for any purpose other than the performance of services or its obligations under this Agreement any and all trade secrets and other confidential or proprietary information disclosed to the receiving party by or on behalf of the disclosing party ("Confidential Information") or developed and/or discovered by the receiving party as a result of the performance of Services or using Confidential Information (all of the foregoing together with Confidential Information, collectively "Information"). This obligation of non-disclosure and non-use shall not apply to Confidential Information which the receiving party can demonstrate: (i) at the time of disclosure is or thereafter becomes available to the public through no breach of this Agreement by the receiving party; (ii) as shown by written records, was known to or otherwise in the possession of the receiving party prior to receipt of such Confidential Information; (iii) is obtained by the receiving party from a source other than the disclosing party and other than one who would be breaching a commitment of confidentiality or non-use of the disclosing party; or (iv) as shown by written records, is developed by the receiving party independently of any disclosure of Confidential Information made hereunder.

To the extent that the receiving party is required, whether by statute, regulation, law or order of a court of competent jurisdiction, to disclose any Information the disclosure of which is prohibited under this Agreement, the receiving party shall provide the disclosing party with prompt written notice of any such requirement as to permit New Focus HR or Client to seek a protective order or other appropriate remedy and will disclose only that portion of Information which is counsel advises is legally required to be disclosed. Upon the earlier of expiration or termination of this Agreement, the receiving party shall, if requested by the disclosing party, return or destroy all Information and copies of extracts thereof. The non-owning party may retain one (1) copy for archival purposes.

### 13. UNAUTHORIZED DISCLOSURE OF INFORMATION.

If it appears that either party has disclosed (or has threatened to disclose) Information in violation of this Agreement, both shall be entitled to an injunction to restrain the other from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. Either party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

### 14. CONFIDENTIALITY AFTER TERMINATION.

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement for both parties.

### 15. RETURN OF RECORDS.

Upon termination of this Agreement, New Focus HR shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in New Focus HRs possession or under New Focus HRs control and that are the Clients' property or relate to the Clients' business, to the Town Council, the Clerk-Treasurer, or her designee.

### 16. NOTICES.

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Client: Jerry Kahl, Town Council President  
Name of Person and Title  
101 Brownsville Avenue, Liberty, Indiana 47353  
Address

If for New Focus HR: Kristen Deutsch, M.B.A., CCP, President  
Name of Person and Title  
14350 Mundy Drive, Suite 800, Box 106, Noblesville, IN 46060  
Address

## **Attachment A - Continued**

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

### **17. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between parties. This Agreement shall not be modified in any way, except by written agreement signed by both parties.

### **18. AMENDMENT.**

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

### **19. SEVERABILITY.**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### **20. WAIVER OF CONTRACTUAL RIGHT.**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this Agreement.

### **21. APPLICABLE LAW.**

This Agreement shall be governed by the laws of the State of Indiana in Hamilton County, Indiana.

### **22. ASSIGNMENT.**

This Agreement shall not be transferred or assigned without the written consent of both parties.

### **23. OBLIGATION OF AGREEMENT.**

The provisions of this Agreement shall be binding upon the parties and their respective successors and assignees.

### **24. HEADINGS.**

The headings in this Agreement are intended for convenience or reference and shall not affect its interpretation.

### **25. LEGAL EXPENSES.**

If legal actions or other proceedings, including arbitration proceedings, are brought for the enforcement of this Agreement or because of an alleged breach default or misrepresentation in connection with the provisions hereof, the prevailing party shall be entitled to recover his reasonable attorney's fees and other costs incurred in such action or proceeding from the unsuccessful party in addition to any other relief to which he may be entitled.

### **26. E-VERIFY.**

New Focus HR has complied with all regulations and laws for its employees as stated within the federal E-Verify system.

## **Consultant's Biographies**

### **Kristen Deutsch, M.B.A., CCP**

*President*

Kristen Deutsch has over 36-years of management and human resources experience. She received her B.S. from Michigan State University and an M.B.A. from Indiana Wesleyan University. She is currently President of New Focus HR, LLC.

Kristen has worked in many business areas including academia, financial services, health care, hospitality, manufacturing, utilities and other customer service-related industries. Throughout her career, she has worked as a Human Resources Manager for Biosound, Methodist Occupational Health Centers, Banc One, United Pentek, Engledow Group, the Indiana University School of Medicine and as the Vice President of Consulting at Professional Staff Management, Inc. and as an HR Consultant at Tilson HR prior to starting New Focus HR, LLC in 2009.

Kristen's experiences in the human resources field includes benefits, compensation, employee relations and compliance, labor/union relations, immigration law, workers' compensation, organizational design/change management, executive coaching, staffing/recruitment and training and development. She has continued her excellence in the HR profession by attaining her certification as a Certified Compensation Professional (CCP) through the WorldatWork Society, Scottsdale, Arizona, and as a trainer for Development Dimensions International (DDI), Pittsburgh, Pennsylvania, in their Interaction Management/Skills for an Empowered Workforce Program. Kristen has also done extensive training and development in the areas of business communications, time management, anti-harassment, discrimination and retaliation, management and supervisory skills, team building and behavioral interviewing.

Kristen is currently a member of the Society for Human Resources Management (SHRM) and WorldatWork. Kristen enjoys traveling, reading and spending time with family.

### **Kathi Walker, PHR, SHRM-SCP**

*Sr. HR Consultant*

Kathi Walker has been with New Focus HR, LLC, since May of 2017. She is a graduate of Indiana Wesleyan University, with a bachelor's degree in Music. Prior to joining the New Focus HR team, she spent 17 years working for the Free Methodist World Missions/Free Methodist Church, U.S.A., as a Training & Development Coordinator in their Human Resources Department. Her primary focus was on providing communication, care, intervention, training, resourcing and crisis management for employees and their families, so that they were better able to thrive physically, emotionally, psychologically, intellectually and spiritually in their cross-cultural assignments around the world. She brings her training and development as well as crisis management and coaching skills to New Focus HR. Kathi's main area of concentration with New Focus HR, is in the development of job descriptions and organizational charts, employee handbooks, conducting investigations, conducting exit interviews, and in resolving employee relations issues for our clients. Kathi has earned her designation as a Professional in Human Resources (PHR) and as a Senior Certified Professional (SHRM-SCP) and is a member of the Society for Human Resources Management (SHRM). Kathi enjoys music, travel, and spending time with family and friends.

## Consultant's Biographies - Continued

### **Imani Murphy, MSM, SHRM-SCP** *Sr. HR Consultant*

Imani Murphy has been with New Focus HR, LLC, since April 2024. She is a graduate of Earlham College in Richmond, Indiana with a Bachelors of Arts degree in Economics. She also holds a Master's of Science degree in Management from Indiana Wesleyan University in Marion, Indiana. Prior to joining New Focus, Imani worked in human resources for the State of Indiana and the City of Richmond, Indiana. Imani's main area of concentration with New Focus HR, is the development of job descriptions and organizational charts, employee handbooks, conducting investigations, conducting exit interviews, and in resolving employee relations issues for our clients. Imani has been a member of the Society of Human Resource Management (SHRM) and local chapter Eastern Indiana HR Association (EIHRA) since 2017 and has earned her SHRM-SCP certification. Imani enjoys music, movies/TV, travel, and spending time with family and friends.

### **Jason Love, SHRM-CP** *HR Consultant*

Jason Love has been with New Focus HR, LLC, since August of 2022. He is a graduate of Indiana University/Purdue University, Indianapolis, Indiana, with a bachelor's degree in Elementary Education. Jason's main area of concentration with New Focus HR, is conducting our client's background checks, conducting our client's onboarding sessions with new hires, creating and editing employee handbooks and job descriptions, assisting with various employee relations issues, and completing various internal tasks related to New Focus HR, LLC. Jason has earned his certification as a lean six sigma green belt and as a certified professional from the Society of Human Resources Management (SHRM) and is a member of the Society for Human Resources Management (SHRM) and IndySHRM. Jason enjoys music, movies, and spending time with his family.

### **Alona Bahler, SHRM-SCP, SPHR** *Sr. HR Consultant*

Alona Bahler started with New Focus HR, LLC in September of 2025. She is a graduate of Purdue University, Lafayette, Indiana, with a bachelor's degree in Human Resources. Prior to joining New Focus HR, she worked for Bean, LLC, Indianapolis, Indiana and Indiana University Health, Indianapolis, Indiana. Alona's main area of concentration with New Focus HR, is assisting our customers with setting up the human resources infrastructure within their organization to include: the writing of job descriptions, conducting internal audits, the completion of legally compliant employee handbooks, employee relations issues, compliance, performance management, and training. Alona has earned her certification from the Society of Human Resources Management (SHRM) as a SHRM Senior Human Resources Professional (SCP) and from the HR Certification Institute as a Senior Professional in Human Resources (SPHR). She is also an active member of the IndySHRM chapter. Alona enjoys spending time with her family and pets in her free time.

