

HUMAN RESOURCES CONSULTANT AGREEMENT

Ramos HR Consulting Inc and Town of Bladensburg - 2025

THIS CONSULTANT AGREEMENT (the "Agreement") is effective this 1st day of March 2025, by and between the TOWN OF BLADENSBURG (the "Town"), a municipal corporation of the State of Maryland, whose address is 4229 Edmonston Road, Bladensburg, Maryland 20710 and **Ramos HR Consulting** a California corporation, hereinafter referred to as "Consultant," whose address is **12647 Hubbard Street, Sylmar, CA 91342** each individually a party and, collectively, the parties.

WHEREAS Consultant desires to provide Human Resource consulting services on a contractual basis for the Town; and

WHEREAS the Town desires a Human Resource consultant to provide such services described in Exhibit A. and Exhibit B.; and

NOW, THEREFORE, in consideration of the forgoing the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment.** The Town hereby engages the Consultant, as an independent professional contractor and not as an agent or employee of the Town, to provide services as requested by the Town, and the Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. **Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with industry standards. The consultant services included as part of this Agreement will include management and consultation on matters of human resources. The consultant will provide reports on activities to the town and must present the town administrator with at least a monthly report. The Consultant will attend any and all meetings the Town requests regarding human resources. The Consultant serves as the Human Resources Manager for the Town.

3. **Term.** The term of this Agreement is two years from the effective date, with one additional, consecutive one-year option if approved by the Town. All work shall be

performed at the town's request. The parties hereto understand that time is of the essence in completing the approved services under this Agreement.

4. **Contract Price.** The Town agrees to pay the Consultant a monthly fee of \$2,750.00 for the satisfactory performance of specific tasks approved by the Town, as outlined in the Consultant's proposal dated March 1, 2025, attached hereto as Exhibit A. This fee covers up to 40 hours of work per month. In addition, the Town will reimburse the Consultant for travel expenses at a rate of \$1,200.00 per visit, with any additional travel costs requiring prior approval from the project manager and billed separately.

All out-of-pocket expenses incurred by the Consultant- such as postage, reproduction, diagrams, photographs, blueprinting, and courier services-are included in the monthly fee. The Town will pay the Consultant for approved tasks each month, or as needed, upon receipt and approval of an invoice. All services provided under this agreement will be rendered on an as requested basis, with billing occurring monthly as specified herein.

5. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the Agreement and are termed the Contract Documents:

Exhibit A | Scope of Service and Company/ Consultant Overview
Exhibit B | Additional Scope of Service/ Proposed outline for first year priorities
Certificate(s) of Insurance and additional insured endorsement

6. **Other Payments: Expenses: Taxes.** The Town will not be responsible for any cost or expenses of operation of any kind associated with the Consultant's provision of services pursuant to this Agreement, except as set out herein. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town

shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of obligations under this Agreement except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes or any other governmental taxes or charges. The parties hereto further recognize that the Consultant, as an independent contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent contractor by any local, state, or federal governmental agency, Consultant agrees to indemnify and hold harmless the Town for any and all fees, costs, and expenses, including, but not limited to, attorneys fees incurred thereby.

7. **Insurance.** The consultant will purchase and maintain during the entire term of this Agreement general liability insurance, professional errors and omissions insurance, automobile, and workers' compensation insurance, if applicable, with limits of not less than those set forth below. On each policy, with the exception of errors and omissions and Worker's Compensation, the Consultant will name the Town of Bladensburg as an additional insured and will provide an additional insured endorsement for all coverages except workers' compensation and professional errors and omissions.

A. **Comprehensive General Liability Insurance**

- (1) Personal injury liability insurance with a limit of \$2,000,000 for each occurrence/aggregate.
- (2) Property damage liability insurance with limits of \$500,000.00 for each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. **Automobile Liability Coverage.** Automobile insurance for personal injury and property damage \$1,000,000 for each occurrence/ aggregate

C. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance, if applicable. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

D. Professional errors and omissions. \$2,000.000 for each occurrence/ aggregate.

The Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by the Consultant on behalf of the Town under this Agreement. The Town shall be provided with thirty days' prior notice of changes that would reduce the coverage available. Copies of certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town prior to beginning work.

Each subcontractor proposed by the Consultant shall provide the same coverage with limits as required herein and shall provide proof of said coverage. Provision of any insurance required herein does not relieve the Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded or for which the Consultant may be liable by law or otherwise. The provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal government as provided by law.

8. Indemnification. The Consultant shall indemnify and save harmless the Town, its officers, employees, and agents from all suits, actions, and damages or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of the performance of the Agreement, whether caused by the negligent or intentional act or omission on the part of the Consultant, its agents, servants, employees and subcontractors.

9. Permits. Licenses. Applicable Laws. The consultant will be responsible for obtaining any and all licenses pertaining to the performance of work under the Agreement. All services and materials provided by Consultant shall conform to all applicable laws and regulations. Requirements for obtaining permits shall be determined in each task order.

10. Materials and Standard of Work. All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry.

11. Accurate Information. The Consultant certifies that all information provided in response to requests for information is true and correct. Any false or misleading information is grounds for the Town to terminate this Agreement.

12. Construction and Legal Effect. This Agreement, including all Contract Documents constitute the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

13. No Assignment. This Agreement shall not be assigned or transferred by consultant, whether by operation of law or in any other manner, without prior consent in writing from the Town. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

14. Relief. The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the Town and further recognizes that in such event, monetary damages may be available to the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the Town's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from consultant.

15. Termination for Default. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such an event, the Town may give notice to the Consultant to cease work until the cause of such order has been eliminated. Should the Consultant fail to correct such a default within 24 hours after receipt of notification, the Town may terminate this Agreement. This provision shall not limit the Town in exercising any other rights or remedies it may have.

16. Termination for Convenience. The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the Town determines that such termination is in its best interest. The Town will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

17. Notices. All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

To the Town:

Michelle Bailey Hedgpeth
Town Administrator
Town of Bladensburg
4229 Edmonston Road
Bladensburg, MD 20710
mbaileyhedgpeth@bladensburgmd.gov or clerk@bladensburgmd.gov

To the Consultant:

Ramos HR Consulting, Inc
12647 Hubbard Street
Sylmar, CA 91342
Attn: Jennifer Ramos, Founder and CEO
jennifer@ramoshrconsulting.com
(562) 231- 7301

18. Attorneys' Fees and Costs.

The prevailing party, as determined by a court of competent jurisdiction, shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this Agreement or for damages hereunder.

19. Enforcement Provisions. The failure of the Town or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

20. Governing Law. This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

21. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

22. Materials.

A. Materials produced under or by reason of this Agreement shall be considered Official Products of Work owned by the Town of Bladensburg.

B. Materials independently developed and owned by the Consultant or by other authors and third parties, and which may be used by the Consultant in the fulfillment of this

Agreement, remain the property of their authors or owners. Subsequent use of such materials by the Town shall require written permission of the Consultant or other author(s) thereof.

C. Information contained in records that may be given to the Consultant for review remains the property of the Town and may not be duplicated or distributed or otherwise published without its express consent. Material provided to the Consultant for review shall be returned to the Town upon completion of the task.

D. The Consultant understands that information and records provided to or made available about participants and clients or services during the performance of this Agreement are considered confidential and shall not be used for any purpose other than to perform the required services. Regardless of the data format, the Consultant agrees that it, and any of its employees and subcontractors, shall not disclose or allow disclosure of any such data or derivatives of it to any third party without the written permission of the Town. Any copies of such records made during the performance of this Agreement shall be returned to the Town upon the expiration of the Agreement.

23. Counterparts. The parties may execute this Agreement in counterparts, which each such document shall, in the aggregate and when signed by both parties, constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it. The parties may sign in writing or by electronic signature. This Agreement shall not be valid or enforceable unless and until duly executed by a duly authorized officer of each party.

24. Interpretation. Any questions concerning conditions and specifications shall be directed to the Project Manager in writing. No interpretation shall be considered binding unless provided in writing to the Consultant by the Project Manager. By execution of this Agreement, the Consultant certifies that it understands the terms and specifications as set forth in the Contract Documents.

25. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Consultant shall not assign any right or obligation under this Agreement without the Town's express written consent, which may be withheld in the Town's sole discretion.

26. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of the Town and Consultant. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

TOWN OF BLADENSBURG

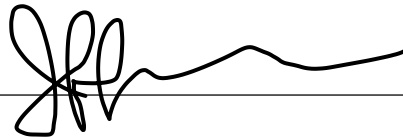
By:

Michelle Bailey Hedgepeth, Town Administrator

WITNESS:

Ramos HR Consulting

By:



Name: Jennifer Ramos

Title: Founder and CEO, Ramos HR Consulting