

RESOLUTION NO.

22-08

Series of 2022


TITLE: A RESOLUTION APPROVING A SERVICES AGREEMENT WITH J RAMOS ASSOCIATES, LLC FOR FACILITATOR SERVICES

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HUDSON, COLORADO, AS FOLLOWS:

Section 1. The Town Council hereby approves the services agreement with J Ramos Associates, LLC, for facilitator services in substantially the form attached hereto and authorizes the Mayor to execute the same on behalf of the Town.

INTRODUCED, READ and PASSED this 19 day of January, 2022.

TOWN OF HUDSON, COLORADO



Laura Hargis, Mayor

ATTEST:



Town Clerk



SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on this 19th day of January, 2022 (the "Effective Date"), by and between the Town of Hudson, hereinafter referred to as "Town" and J Ramos Associates, LLC, hereinafter referred to as "Consultant" as follows:

1. **SERVICES TO BE PERFORMED BY CONSULTANT.** Consultant shall perform the following: services described in Exhibit A, attached hereto and incorporated herein.
2. **TERM.** The term of this Agreement shall commence on the Effective Date shall terminate one year later, unless earlier terminated pursuant to Section 9 herein.
3. **COMPENSATION.** In consideration of the performance of the services provided herein, Consultant shall receive compensation as described in Exhibit A in an amount not to exceed \$6,500.
4. **METHOD OF PAYMENT.** The compensation provided in Section 3 shall be paid by the Town to Consultant upon filing of an invoice specifying the services provided.
5. **EQUIPMENT, MATERIALS AND SUPPLIES.** Unless otherwise agreed by the Town, Consultant shall acquire, provide, maintain and repair at Consultant's sole cost and expense such equipment, materials, supplies, etc., as necessary for the proper conduct of the aforesaid services.
6. **COMPLIANCE.** In the conduct of the services contemplated hereunder, Consultant shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the Town or its designated representatives.
7. **INDEPENDENT CONSULTANT.** Consultant agrees that he/she is an independent Consultant and that accordingly neither Consultant nor Consultant's employees are covered by the Town's workers' compensation policy, or any other worker's compensation policy.
8. **HOLD HARMLESS.** Consultant shall indemnify, defend and hold harmless the Town, its officers, agents and employees, from and against any and all loss, damage, injuries, claims, or causes of action, or any liability of any kind whatsoever resulting from, arising out of or in connection with the services provided by Consultant pursuant to this Agreement.
9. **TERMINATION.** The Town shall have the right to terminate this Agreement upon thirty (30) days' notice, if Consultant fails to comply with the terms and conditions set forth in this Agreement.
10. **ASSIGNMENT.** Consultant shall not assign or otherwise transfer this Agreement or any rights or obligations therein, without first receiving prior written consent of the Town.

11. **INSURANCE.** Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future Town comprehensive or personal injury liability policies, and in that regard, Consultant agrees to provide insurance coverage on behalf of the Consultant, that will sufficiently protect Consultant, or his agents, servants and employees, in connection with the services which are to be provided by Consultant pursuant to this Agreement, in an amount no less than the limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as the same may be amended from time to time.

12. **GENERAL PROVISIONS.**

A. No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

B. This is a completely integrated Agreement and contains the entire Agreement of the parties, and any prior written or oral agreement which are different from the terms, conditions and provisions of this Agreement shall be of no effect and shall not be binding upon either party.

C. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors; provided that neither party may assign its rights hereunder without the previous written consent of the other party which shall not be unreasonably withheld.

D. Notice required or permitted to be given hereunder (including any notice of change of address) shall be considered delivered when hand-delivered or when mailed, by United States mail, first-class postage paid, as follows:

Town: Town Manager
 Town of Hudson
 50 South Beach Street
 Hudson, CO 80642

Consultant: J Ramos Associates
 June E. Ramos
 P.O. Box 1030
 Taos, New Mexico 87571

All notices so given shall be considered effective when delivered by hand-delivery, or in writing, as stated above.

E. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute a single agreement.

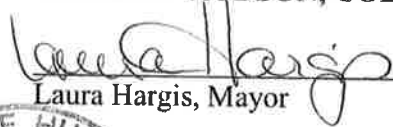
F. This Agreement is made and delivered in the State of Colorado and shall be construed and enforced in accordance with the laws thereof. Any legal action concerning the provisions hereof shall be brought in the County of Weld, State of Colorado.

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

H. Consultant certifies that, at the time of this certification, Consultant does not have employees, and Consultant shall sign the "No Employee Affidavit" attached hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOWN OF HUDSON, COLORADO

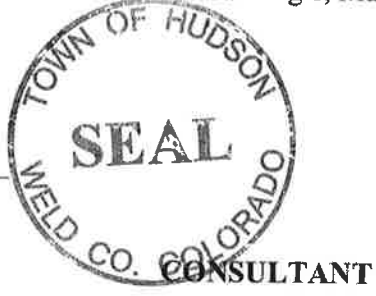


Laura Hargis, Mayor

ATTEST:



Patricia Morera
Town Clerk



By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2022, by _____, as _____ of J Ramos Associates, LLC.

My commission expires: _____

(S E A L)

Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed because Consultant has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Hudson (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program and provide such verification to the Town.

Signature

Date

EXHIBIT A

J. Ramos Associates
P.O. Box 1030
Taos, New Mexico 87571
(203) 916-6227
jramosassoc@mindspring.com

**J. RAMOS ASSOCIATES, LLC
STATEMENT OF WORK**



CLIENT: Mayor Laura Hargis and Jennifer Woods, City Manager
Town of Hudson, Colorado
50. Beech St
Hudson, CO 80642

FROM: June E. Ramos, J Ramos Associates, LLC

CONTRACT DATE:

SITUATIONAL ANALYSIS:

Mayor Laura Hargis and members of the Hudson Council are interested in a “norming” session to be scheduled in early 2022, to create a plan for greater effectiveness and collaboration.

Specific goals are to:

- Identify key behavioral norms to improve Council communication
- Review techniques to hold difficult conversations, manage conflict more effectively, and build conflict positive processes
- Discuss ways to communicate more effectively with the City Manager and staff, and ways of providing staff feedback

Ramos proposes an action planning research process – to gather data from Council members and identified key staff (recommended by the Mayor) through individual confidential interviews. Data is then combined into a document for review and discussion by Council at the workshop. The data is presented anonymously – in that no names are associated with comments in the report.

DELIVERABLES AND PROCESS:
<p>ACTION RESEARCH PROCESS –</p> <ul style="list-style-type: none"> • Ramos to conduct pre-meeting interviews with each Council member. (Seven interviews, approximately 45 – 60 minutes each) <i>Interviews to be held by phone or Zoom/Teams video conference.</i> • Ramos will transcribe data into a confidential document for use during the facilitated session. The document serves as a reference point to help prioritize the issues to be resolved and solved with norms and agreements on effective behaviors for greater collaboration.
<p>FACILITATED NORMING WORKSHOP #1 – A half-day, in-person workshop will be scheduled in early 2022 at an agreed upon date and time</p> <p>A tentative agenda (to be finalized following all interviews) may include:</p>

EXHIBIT A

DELIVERABLES AND PROCESS:
<ul style="list-style-type: none">● Introductions/Ground Rules for Success/Meeting Purpose – Desired Outcomes● Review of best practices – What Makes a High Performing Team/Council (based on the work of Patrick Lencioni, <i>The Five Dysfunctions of a Team</i>)● Review of Interview Report/Data Summary<ul style="list-style-type: none">○ Questions we have○ Reactions?○ Prioritized items for discussion● Key Commitments –<ul style="list-style-type: none">○ Actions we will take to improve how Council works together○ Skills and techniques for success - Discussion● Accountability – the key to success<ul style="list-style-type: none">○ How I will hold myself accountable to the new norms/behaviors○ How we will hold each other accountable● Final next steps/Future Action
Meeting #1 Follow Up – <ol style="list-style-type: none">1. Ramos will transcribe all agreements/norms and distribute to Council following the conclusion of the session.2. Ramos and the Mayor will schedule a call to review next steps
FACILITATED WORKSHOP #2 - Three to Six Month Follow Up – Ramos will facilitate a two-hour follow up session to review progress and accomplishments and provide additional tools for success. Data to be determined. This can be conducted in person or via Zoom/Videoconference.

CONSULTANT FEE:

THE TOTAL FEE FOR ITEMS LISTED ABOVE = NOT TO EXCEED \$6,500.00.

- **An invoice will be submitted at the conclusion of the FACILITATED NORMING WORKSHOP #1 in the amount of \$5,000.00.**
- **A second and final invoice will be submitted at the conclusion of the Council FACILITATED WORKSHOP #2 in the amount of \$1,500.00**

An invoice will be submitted for the fee of \$5,000.00, at the conclusion of the workshop. Terms – 30 days. Following the second workshop, a separate invoice will be submitted at that time.