

**MEMORANDUM OF UNDERSTANDING
INTERIM TREASURER-COLLECTOR
JACQUELINE BOUDREAU**


This Memorandum of Understanding is entered into by and between the Town of Acushnet (Town) and Ms. Jacqueline Boudreau of Dartmouth, Massachusetts.

Whereas, Ms. Jacqueline Boudreau has specialized training and expertise, and has specific knowledge of municipal operations and is certified as Massachusetts Treasurer/Collector, the Town wishes to engage Ms. Jacqueline Boudreau to provide the Town with a professional service.

Whereas, Ms. Jacqueline Boudreau shall provide services for the Town of Acushnet, as required by statute; and shall act as the town's Interim Treasurer-Collector and shall assist in the directing of the office functions.

Whereas, the Town and the Ms. Jacqueline Boudreau have discussed the terms under which such services will be provided.



Now, therefore, the parties agree as follows:

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1. Ms. Jacqueline Boudreau shall be appointed as Interim Treasurer-Collector and perform the duties of Treasurer/Collector in accordance with the provisions of Massachusetts General Laws and the Town of Acushnet By-Laws.
 2. The Interim Treasurer-Collector shall serve under the administrative direction of the Town's Accountant and work as a member of the Treasurer-Collector Department seeking to improve, streamline and/or revamp current processes. The duties for this position include, in general, responsibility for the collection, processing, record keeping, and enforcement of all municipal taxes and user charges together with the receipt, recording, custody, management, and disbursement of all municipal funds. Responsibilities extend to borrowing and management of funds; including the planning, issuance, and management of all municipal indebtedness and any related duties. Reconciliation of all bank accounts and cash and receivables; institutes collection proceedings against any past due accounts; and works with taxpayers to resolve problems related to taxes and utility liens. Other duties may be performed as assigned.
 3. Ms. Jacqueline Boudreau shall not be an employee of the Town; ~~in that~~ benefits - *including health insurance benefits* - shall not be provided by the Town.
 4. The Town shall provide access to all relevant documents and records, a work space and equipment to facilitate the completion of this contracted service.
 5. Ms. Jacqueline Boudreau shall complete and maintain detailed records with regard to work performed under this Agreement. All such records shall be maintained by the Town of Acushnet in the Treasurer-Collector office.
 6. Ms. Jacqueline Boudreau shall provide a minimum of 16 hours of service per week to the Town, such hours to be, to the fullest extent possible, during the normal working hours that the Town of Acushnet municipal offices are open or working remotely. Such hours may include meetings, conferences and like other duties outside usual office hours, including night meetings of Town boards.

7. The Town shall pay the Interim Treasurer-Collector the sum of \$95.00 per hour for the services rendered under this Agreement. Ms. Jacqueline Boudreau will present a monthly invoice to the Town for services rendered.
8. Ms. Jacqueline Boudreau shall indemnify, defend and hold harmless the Town of Acushnet and its elected and appointed officials, employees, agents and contractors (collectively, "Indemnities") from and against any and all loss, liability, cost, claim, cause of action, demand, judgment, expense, (including reasonable attorneys' fees) or damage (collectively "Claims") arising from or related to performance of the obligations pursuant to this Agreement.
9. This Agreement shall become effective Wednesday, June 7, 2023, and shall be in full force and effect for a period of three (3) months unless extended by mutual agreement.
10. After the forty-fifth (45th) day of the commencement of this Agreement, either party may terminate this Agreement by providing the other party with thirty (30) days written notice of termination.
11. Thereafter, upon the recommendation of the Town Administrator, and approval of the Town of Acushnet Board of Selectmen, the appointment of the Interim Treasurer/Collector, and the term of this Agreement, may be renewed/extended for an additional period not to exceed three (3) months, with the consent and acceptance of the Interim Treasurer/Collector.
12. This Memorandum constitutes the entire agreement between the Town and Ms. Jacqueline Boudreau with respect to the rendering of treasury, revenue collections and consulting services; and supersedes all prior oral and written agreements with respect to the subject matter and can be modified only by a mutual written agreement signed by both parties.

Wherefore, the Town of Acushnet and Ms. Jacqueline Boudreau have caused this Memorandum of Understanding to be signed this 21st day of June, 2023.

Town of Acushnet

Ms. Jacqueline Boudreau

