

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE TOWN OF ACUSHNET
AND
HASSETT FINANCIAL SERVICES, LLC**

THIS AGREEMENT, made on the 20th day of April 2022 by and between the Town of Acushnet, having a place of business at 122 Main Street, Acushnet, Massachusetts 02743, acting by and through its Board of Selectmen, hereinafter referred to as the Town, and Hassett Financial Services, LLC, having a place of business at 82 Cottonwood Street, Fairhaven, Massachusetts 02719, hereinafter referred to as the Consultant.

WITNESSETH THAT:

WHEREAS, the Town has a need to discharge the duties contained in Massachusetts General Laws, Chapter 41, Sections 55 through 61, et al, for the proper and prudent interim management of the financial affairs of the municipality of the Town of Acushnet; and

WHEREAS, the Town has determined that it needs professional financial management services for the prudent and proper interim supervision of the financial affairs of the municipality; and

WHEREAS, the Consultant and its professional associates are experienced, competent and learned in public sector financial and legal matters, and well qualified to advise and assist the Town in the provision of interim town accountant and financial management services; and

WHEREAS, the Town has determined that it wishes to establish a relationship with the Consultant for the provision of interim town accountant and financial management to the Town; and

WHEREAS, the Consultant has expressed an interest in providing interim town accountant and financial management services for the Town; and

WHEREAS, the Town is interested in retaining the services of the Consultant:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. ENGAGEMENT OF THE CONSULTANT

The Town hereby agrees to engage the services of the Consultant for the purposes of providing town accountant and financial management services for the Town as delineated in Section II SCOPE OF SERVICES herein for a period commencing on May 1, 2022 and continuing until a permanent Town Accountant has been appointed. The Town may opt to retain the Consultant, in a reduced capacity, for the purposes of training/mentoring the new Town Accountant.

The Consultant acknowledges that the Town retains complete discretion as to any successor agreement and shall hold the Town harmless from any and all liability should the Town elect not to retain the services of the Consultant under a successor agreement.

The relationship between the parties at all times shall be based on the Consultant being an independent contractor.

The Consultant hereby agrees to hold the Town free and harmless from any and all liability and claims for damages by reason of any injury to any person or persons including, but not limited to, the Consultant and its employees, or property of any kind whatsoever and to whomsoever belonging, including, but not limited to, the Consultant and its employees and agents from any cause or causes whatsoever arising from the performance by the Consultant, and its employees and agents of its obligations under the provisions of this agreement; provided, however, that Consultant shall not be liable to the Town for any injury to persons or property which may result solely or primarily from the action or non-action of the Town, its officers or employees.

II. SCOPE OF SERVICES

At a minimum, the scope of services will include on-site professional services to be delivered on a scheduled, weekly basis. The Consultant will provide professional support towards the continuation of the day-to-day operations and internal control systems of the Accounting Department including, but not limited to:

- Review of weekly warrants
- Recording of commitments and abatements
- Review and posting of Treasurer's receipts
- Maintenance of the General Ledger
- Account reconciliations
- Financial reporting, as requested
- Work with Department Heads, key staff, and public officials
- Budget support, as required by the Town Administrator
- Assist with preliminary financial audit fieldwork requirements/responses

III. TERM

The term of this Agreement shall commence on May 1, 2022 and expire when a permanent Town Accountant has been appointed. The Town may opt to retain the Consultant, in a reduced capacity, for the purposes of training/mentoring.

IV. COMPENSATION

The Town and the Consultant hereby agree that for all services rendered, the Consultant will be compensated as follows.

- A. The Consultant shall receive monetary compensation for authorized services rendered on an hourly rate basis as follows: \$155.00/hour.
- B. The Consultant shall send the Town an invoice for services rendered as set forth in Section II. SCOPE OF SERVICES herein on a calendar month basis. The Town shall remit payment within fifteen (15) days of receipt of the Consultant's invoice.
- C. The Consultant shall be responsible for all out-of-pocket expenses, including professional liability insurance, and shall be responsible for all direct and indirect costs.
- D. The Consultant shall be responsible for all state and federal income tax, and Social Security Administration reporting, payments, and liabilities incurred under this Agreement.

V. HOURS OF ENGAGEMENT

The Town shall require the Consultant to perform work in a diligent and dedicated manner, and the Consultant will be available to provide services under this Agreement.

The Consultant hereby acknowledges that in order to successfully render services, as agreed upon herein in Section II. SCOPE OF SERVICES, he shall be available for evening work, with notice.

Todd Hassett will serve as the primary consultant for this engagement. Mr. Hassett will serve as the Interim Town Accountant and he will direct the day-to-day operations of that office. Todd will supervise and direct the Town's accounting office staff. During the contract period Todd will provide the Town with on-site coverage that averages one to two days per week.

VI. SUBCONTRACTS

No subcontract may be awarded by the Consultant, the purpose of which is to fulfill in whole or in part the services required by the Consultant, with the exception of typing, clerical, editing or printing services, without prior written approval by the Town.

VII. INSURANCE AND INDEMNIFICATION

The Consultant agrees to indemnify and hold the Town harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by Consultant (including all its employees, agents and independent contractors) in performing the services required under Section II herein, or any breach of the terms of this agreement by such Consultant and shall reimburse the Town for any and all costs, damages and expenses, including reasonable attorney's fees, which the Town pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this section shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the Town with respect to the Consultant, in connection with this Agreement.

Before commencing work, the Consultant shall obtain and maintain, at its expense and from insurance companies of a Best Rate of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below.

- (a) Workers' Compensation, covering the obligations of the Consultant in accordance with applicable Workers' Compensation or Benefits law.
- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Such additional insurances may be required to be carried by the Consultant by law.

Consultant shall maintain such insurance during the term of Agreement and give the Town twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the Town. The Town will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the Town upon the execution of this Agreement and at such times thereafter as the Town may reasonably request.

VIII. TERMINATION OF AGREEMENT

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall thereupon, have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If this Agreement is terminated under this clause, the Town shall remunerate the Consultant based upon fee schedule contained in Section III for services performed. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Agreement shall, at the option of the Town, become its property.

The Consultant hereby agrees to give the Town written notice should the Consultant desire to terminate this Agreement, and he shall provide the Town with written notice of such termination at least thirty (30) days before the effective date of such termination. In addition, the Town may terminate this contract at any time for its convenience upon thirty (30) days notice. This Agreement is also subject to an available appropriation. In the event the town fails to appropriate or make available sufficient funds to support the continuation of this Agreement in subsequent fiscal years, the Town shall cancel the Agreement.

IX. ACCESS TO RECORDS

The Consultant shall make all books, accounts, records, reports, files, and other papers, things or property that relate to his activities under this AGREEMENT available at all reasonable times for inspection, review and audit by the Town, the Commonwealth of Massachusetts or its authorized agents, et al. The Consultant shall provide related data and documents to the Commonwealth of Massachusetts for examination after reasonable notice and at reasonable times as required under Executive Order Number 195.

X. NON-DISCRIMINATION

The Consultant shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964, and related regulations issued pursuant thereto; Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Housing and Community Development Act of 1974, as amended, and regulations issued pursuant thereto; the Age Discrimination Act of 1975; Section 402 of the Veterans of the Vietnam Era Act; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws, Chapter 151B, Section 1 et seq.; State Executive Order 71; as amended and revised by Executive Order 116, 143 and 227; and all other related federal and state non-discrimination rules and regulations.

The Consultant shall not discriminate in any activity related to the Town or against any employee or applicant for employment because of race, color, religion, sex, handicap, sexual preference, or national origin.

XI. CONFLICT OF INTEREST

The Consultant shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, Massachusetts General Laws, Chapter 268A, and the federal Hatch Act.

XIII. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS, REGULATIONS, PROCEDURES AND GUIDELINES

All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of all applicable federal, state, and local laws, regulations, rulings, and procedures.

XII. CONFIDENTIALITY

For the purposes of the Agreement, "Confidential Information" shall mean all information and data disclosed to the Consultant in furtherance of its performance of Consulting Services hereunder, in any format, including without limitation, financial information concerning the Town, operating information, information or material whether in electronic, written, or graphic form. The Consultant shall not disclose such Confidential Information to any third party without the prior written consent of the Town.

XIII. INTEREST OF THE CONSULTANT

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this agreement. The Consultant further covenants that in the performance of this agreement no person having any such interest shall be employed.

XIV. FORCE MAJEURE

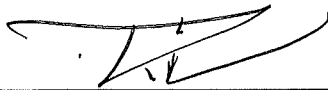
No failure or delay in performance shall be deemed a breach of this agreement when such failure or delay is occasioned by or due to any act of God, strike, lockout, war, riot, epidemic, explosion, sabotage, the binding order of any court or governmental authority, or any other cause whether of the kind herein enumerated or otherwise not within the control of the party against whom a breach is alleged.

XV. AMENDMENTS & SEVERABILITY

No amendment to this Agreement shall be effective unless it is in writing and is executed by authorized representatives of both Parties. If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT shall not be affected thereby, and all other parts of this AGREEMENT shall nevertheless be in full force and effect.

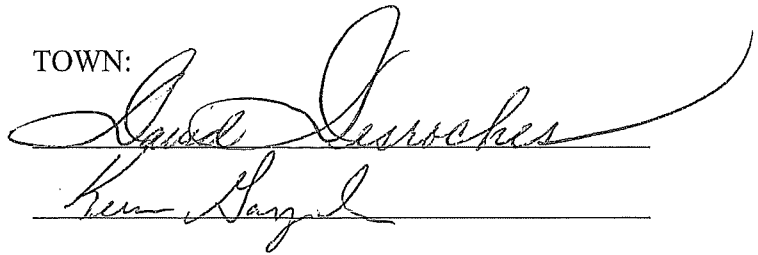
IN WITNESS THEREOF, the Town and the Consultant have executed this AGREEMENT in triplicate as of the date above written.

CONSULTANT:



Todd K. Hassett, Owner
Hassett Financial Services, LLC

TOWN:



Board of Selectmen, Town of Acushnet

Date

22 April 2022

Date

4/20/22