

CONSULTING AGREEMENT
BETWEEN
THE TOWN OF TOWNSEND

ROSS PERRY

This AGREEMENT made and entered in accordance with Massachusetts General Laws this 8th day of June, 2022 by and between the Town of Townsend, Massachusetts, a municipal corporation, acting by and through its Select Board, hereinafter called "Town" or "Board", and Ross Perry, hereinafter called "Town Administrator Consultant" or "Consultant"

WITNESSETH:

WHEREAS the Board desires to employ the service of said Ross Perry as Town Administrator Consultant for the Town of Townsend; and

WHEREAS the Board desires to engage in a transition period to assist the new Town Administrator and to help drive various projects; and

WHEREAS, it is the desire of the Board to establish a contract providing for the conditions of employment and working conditions of said Consultant; and

WHEREAS it is the desire Board to retain the services of the Consultant, and to provide inducement for him to remain in such employment on a temporary basis; and

WHEREAS the Consultant represents that he is qualified and capable of performing the duties and responsibilities of said position, and

WHEREAS Ross Perry desires part time employment as Consultant of said Town and to use his best effort, skills, abilities and training to carry out the duties and assignments;

NOW THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

1. FUNCTIONS AND DUTIES OF THE TOWN ADMINISTRATOR CONSULTANT

- A. Beginning June 8, 2022, the Town hereby hires Ross Perry to serve as Town Administrator Consultant until on June 30, 2023, or until projects and other assignments are concluded whichever comes first; and effective June 8, 2022 Ross Perry hereby accepts appointment as Town Administrator Consultant of the Town of Townsend.
- B. The Town Administrator Consultant shall perform the duties as outlined Scope of Services included with the Agreement as Exhibit A as may be amended from time to time by mutual agreement of the Select Board, or Town Administrator and Consultant

- C. The Consultant will perform the services in a professional and responsible manner.
- D. The Consultant shall at all times in performing services under this Agreement comply with federal, state and local law, including but not limited to G.L. c. 268A. The Consultant has access to an extensive amount of highly confidential information relating to the Town of Townsend, the disclosure of which may cause serious repercussions and which the Consultant shall keep confidential.

2. TERM AND TERMINATION

- A. The term of this contract shall be from June 8, 2022 until terminated pursuant to this Section 2.
- B. In the event that the Board wishes to voluntarily terminate this agreement, the Board shall do so only after providing the Consultant with seven (7) days' written notice in advance, unless the parties agree otherwise.
- C. In the event that the Consultant wishes to voluntarily terminate this agreement prior to the expiration of the term of this agreement, the Consultant shall do so only after providing the Board with seven (7) days' written notice in advance, unless the parties agree otherwise.
- D. The Town shall have the right to discontinue the work of the Consultant and to cancel this Agreement by written notice as specified above to the Consultant at any time for any reason or no reason at all, in which event payment to the Consultant shall be in relation to the services rendered to the date of cancellation. The Consultant acknowledges that he is working in the capacity as an independent contractor and that the Select Board or Town Administrator, in their sole and unfettered discretion, may elect to terminate this Agreement, with or without cause without requiring a hearing.
- E. This Agreement shall terminate on June 30, 2023 unless mutually extended or terminated per Paragraphs C or D above.
- F. It is expressly understood that a decision not to renew this Agreement shall not be construed as a dismissal or require a hearing.
- G. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Select Board or Town Administrator to suspend and/or terminate the services of the Consultant at any time, subject only to the provisions set forth in Section 2 of this agreement, and any other applicable law.

3. COMPENSATION

- A. The Consultant will provide the services under this Agreement at a rate of \$75.00 - \$125.00 per hour as detailed in the Scope of Services, Exhibit A or any other rate as mutually agreed. Consultant will invoice the Town monthly. Payment will be made within 30 Days.

- B. The Consultant waives any rights to regular employee benefits such as sick leave, vacation time, health benefits.
- C. Terms may be amended by mutual agreement between the Select Board or Town Administrator and the Consultant.

4. EQUIPMENT AND IT SUPPORT

- A. During the term of this agreement, the Town shall provide the Consultant with a laptop computer with continued access, both while in Town Hall and remotely via VPN, to the Select Board's drive and SharePoint, and his network and email files created during his previous employment as the Interim Town Administrator. Printer services shall also be available
- B. During this contract, the Consultant will use a non -Townsend email account or a Townsend email account as determined by the Town.
- C. The laptop will remain property of the Town and will be returned to the Town the sooner of the end of this contract or with seven (7) days' notice.

5. INDEMNIFICATION

- A. To the extent permitted by law, the Town shall defend, save harmless and indemnify the Consultant against any tort, professional liability, claim or demand, or other civil legal action brought by a third party, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Consultant except for claims or damages arising from the grossly negligent or illegal acts of the Consultant, even if said claim has been made following his termination from employment. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may at its discretion compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Consultant. The Town shall pay all costs and expenses related thereto, including attorney fees. This indemnification shall also apply to the Consultant after he leaves employment of the Town. This section shall survive the termination of this Agreement.

6. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. Subject to this agreement, the Board or Town Administrator, after discussion with the Consultant, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance, duties, and responsibilities of the Consultant, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, Townsend bylaws, or any other general or special law.
- B. Any decision of the Select Board hereunder shall be by majority vote.
- C. If the Consultant dies during the term of this contract which would otherwise be payable to the Consultant up to the date of the Consultant's death. No compensation

or benefits that would have been earned or accrued from the date of death to the expiration date of this agreement shall be owed to the Consultant's estate.

- D. It is expressly understood that a decision not to appropriate sufficient funds to support the compensation set forth in this Agreement shall not be construed as a dismissal, require a hearing, or trigger the removal procedures under this Agreement; and further, that no severance payments to the Consultant shall be required. If funds are not appropriated, the Town shall notify the Consultant immediately to cease further work under this agreement.

7. NOTICES

- A. Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, sent via certified mail, postage prepaid, addressed as follows:

1. Town:

Chairman, Select Board
272 Main Street
Townsend, MA 01469

2. Town Administrator Consultant:

Ross Perry
4 Circuit Drive
Stow, MA 01775

8. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.
- B. The agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Consultant.
- C. If any provision or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- D. The failure of a party to insist on strict compliance with a term or provision of this agreement shall not constitute a waiver of any term or provision of this agreement.
- E. This Agreement is the result of negotiation and compromise by and among the parties and no party shall be prejudiced as having been the drafter of the Agreement.

Consulting fee:

Item #1 \$75 per hour.

Item #2 \$125 per hour

Item #3 \$75 per hour

Mileage expenses if meeting in locations other than Townsend Town Hall

Miscellaneous expenses as approved by the Town Administrator

Charges for services and expenses will be invoiced monthly. Payment due in 30 days

Exhibit A:

Scope of Services Proposal.

Consulting for Town of Townsend by Ross Perry

1. Provide background and input to MCAD case: Smart vs Town of Townsend
 - a. Meet with Insurance legal counsel at mutually agreeable times.
 - b. Prepare and review legal response(s)
 - c. Testify on the behalf of the Town at MCAD hearing.
2. Help the Town evaluate and if approved implement Municipal Aggregation for resident electricity customers and/or Consolidated electricity purchases for municipal buildings
 - a. Meet with Energy Committee to gauge interest and support.
 - b. Advise Town Administrator and Select Board of next steps and obtain support to proceed.
 - c. Municipal Aggregation
 - i. Contract 1-3 Aggregation companies that provide this service and arrange presentation(s) at Town Hall to explain the process and their level of support.
 - ii. Assist Energy Committee and/or Select Board with selection of Aggregation company.
 - iii. Work with Aggregation company on public education process: meetings, hearings, presentations, flyers, mailers, etc.
 - iv. Provide update to Energy Committee and Select Board
 - v. Prepare warrant article for Town Meeting. Present at Town Meeting
 - vi. Coordinate follow on documentation, electricity bid and bid acceptance process.
 - d. Consolidated electricity purchases
 - i. Assist Energy Committee and/or Select Board with this project.
 - ii. Contact electricity brokers and arrange presentation at Town Hall to explain the process and their level of support.
 - iii. Facilitate collection of electricity accounts and usage for each municipal building /site.
 - iv. Coordinate bidding process and selection of electricity generator
3. Provide general consulting support to Town Administrator. Topics may include:
 - a. Historical perspective on current or future issues.
 - b. FY 23 Budget preparation process and assumptions to assist the FY 24 budget process.
 - c. Other topics as determined by Town Administrator and / or Select Board

- F. All benefits and obligations of the Employer, except as otherwise provided herein, shall be conditional upon the Consultant being hired as and performing the services required of the Town Administrator Consultant.

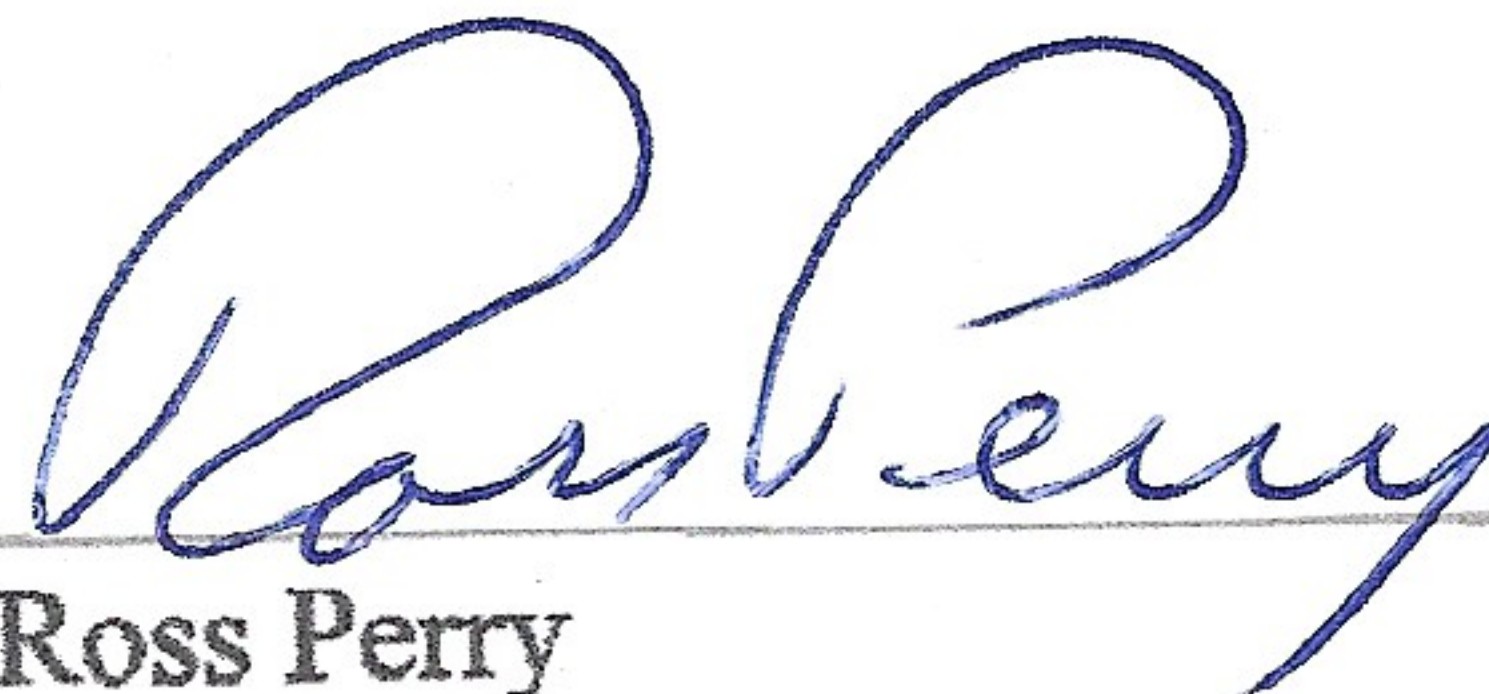
IN WITNESS WHEREOF, the Town of Townsend, Massachusetts, has caused this agreement to be signed and executed in its behalf by its Board of and duly attested by its Town Clerk, and the Town Administrator Consultant has and executed this Agreement, both in duplicate.

SELECT BOARD
TOWNSEND, MASSACHUSETTS

CONSULTANT



Veronica Kell – Chair



Ross Perry



Charles Sexton-Diranian



Theresa A. Morse



Date