

**AGREEMENT FOR IT SUPPORT SERVICES
BY AND BETWEEN THE TOWN OF TOWNSEND**

AND

TOWNSEND TECHNOLOGIES

The following provisions shall constitute an Agreement between the **Town of Townsend**, acting by and through its Board of Selectmen, hereinafter "the Town", and **Townsend Technologies** with an address of 54A Adams Road, Townsend, MA 01469, hereinafter referred to as "Contractor", effective as of the 1st day of July, 2013 and to expire on the 30th day of June 2015. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with IT Support Services. The Contractor shall perform all work in accordance with the specifications contained in the Request for Proposals and the proposal submitted by the Contractor, all of which are incorporated herein by reference. In the event of any conflict in and between the documents making up the Scope of Work, as indicated in this Article, such conflict shall be resolved such that the Town receives the highest quality and greatest quantity of services, as determined by the Town.

ARTICLE 2: COMPENSATION:

The Town shall pay the Contractor for the performance of the work in monthly installments to equal the annual amount as agreed to below, subject to annual appropriation. Payment will be made upon receipt of invoices from the Contractor.

FY14 July 1, 2013 to June 30, 2014	\$44,000.00
FY15 July 1, 2014 to June 30, 2015	\$46,000.00

ARTICLE 3: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with thirty (30) days written notice for any of the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

The Contractor may terminate this Agreement by providing the Town with thirty (30) days written notice in the event that the Town materially breaches this Agreement. Upon termination of this Agreement, the Contractor shall be paid for all work satisfactorily completed to the date of termination, subject to deductions permitted by this Agreement or law.

ARTICLE 4: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 5: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and annual appropriation of funds.

ARTICLE 6: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 7: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 8: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town.

ARTICLE 9: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws.

The Contractor shall provide the Town with copies of the certificates of insurance.

ARTICLE 10: REIMBURSEMENT OF EXPENSES:

The Contractor shall be eligible for reimbursements for purchases of hardware and software approved in advance by the Town Administrator.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

46-0877708

Social Security Number or
Federal Identification Number

Townsend Technologies

Signature of Individual or
Corporate Name

By: Melissa Humann
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

by:

Melissa Hermann

Melissa Hermann, CEO

Printed Name and Title

TOWN OF TOWNSEND

by its Board of Selectmen:

Sue Lisio
Sue Lisio, Chairman

Robert Plamondon
Robert Plamondon, Vice Chairman

Colin McNabb
Colin McNabb, Clerk

Approved as to Availability of Funds:

Kimberley Fales FY14

Kimberley Fales, Town Accountant

6/18/13
Date