

AGREEMENT

The following Agreement is made and entered into between Human Resources Services, Inc. (hereinafter referred to as "HRS, Inc.") and the Town of Chilmark, Massachusetts (hereinafter referred to as the "Town").

I. SCOPE OF SERVICES

In accordance with this Agreement, HRS, Inc. will complete the full scope of services for a Personnel Classification and Compensation Study, and deliver all products, as specified in HRS, Inc.'s attached proposal.

II. PERIOD OF PERFORMANCE

Performance hereunder will commence immediately upon signing this contract. The entire project will be completed by October 2015. Completion of the services in a timely manner depends upon information being made available to HRS, Inc. as provided below and timely review by the Town of materials submitted to the Town by HRS, Inc. Any delays in providing such information, responses or reviews will correspondingly extend the period of performance.

III. PRODUCT

Human Resources Services, Inc. will submit the final report to the Town in hard copy and electronic copy, as specified in the attached proposal.

IV. AVAILABILITY OF INFORMATION

The Town agrees to make available promptly upon HRS, Inc.'s request any and all reasonable information which HRS, Inc. may deem necessary for the progress and successful conclusion of this engagement.

V. FEES

Human Resources Services, Inc. will provide the Scope of Services and Product under this Agreement for the all-inclusive fixed fee for professional services of **\$8,000.00**. Payment shall be made as follows: One-third of the total project cost (\$2,666.66) shall be paid upon initiation of the project; One-third (\$2,666.66) shall be paid following completion of all interviews,

job analysis process, and preliminary report; and, Final One-third (\$2,666.68) shall be paid upon conclusion and acceptance of the Project.

HRS, Inc. shall provide all other services, which the Town may request from time to time, at the rate of \$100.00 per hour for professional services, after notifying the Town that such services constitute additional services incurring this charge and confirmation from the Town that it wishes to pursue such additional services.

HRS, Inc. shall invoice the Town for services rendered and payment of each invoice is due within thirty (30) days of the invoice date. HRS, Inc. may suspend the performance of future services until overdue payments are received.

VI. PERSONNEL TO BE ASSIGNED.

The contact person for HRS, Inc. will be Aleksandra (Sandy) Stapczynski, Project Manager and Principal Consultant. The contact person for the Town will be Timothy Carroll, Town Administrator/Executive Secretary. The contact person for the Town will be responsible for reviewing the work performed and relaying to the Principal Consultant any questions or concerns relative to the same.

VII. STANDARD OF PERFORMANCE

Human Resources Services, Inc. will perform the Services in a professional and responsible manner. However, such performance and the Product to be delivered involve matters of judgment and opinion. Therefore, HRS, Inc.'s responsibility and any liability under this Agreement are limited to providing the Scope of Services and Product in a professional and responsible manner.

To the extent that the Scope of Services and Product involve recommendations as to a particular company, person, system or product to be chosen by the Town, the Town shall be responsible for the ultimate selection of the company, person, system or product and HRS, Inc. shall have no responsibility or liability for the performance of the same, provided that HRS, Inc. has acted in a professional and responsible manner.

HRS, Inc. carries the standard levels of insurances for such a professional consulting engagement. Certificate of insurances is attached to this contract.

VIII. AMENDMENT OR TERMINATION

This Agreement, including any document incorporated by reference, contains all of the terms and provisions of the agreement between the parties and can be amended only by a written document signed on behalf of both parties. In the event either party believes the other party is not fulfilling its obligations hereunder, it shall notify the contact person of the other party in writing specifying such failure. If the other party does not resolve such failure to the reasonable satisfaction of the notifying party within 30 days, the notifying party may terminate this Agreement by written notice to the other party. Nothing herein shall prevent HRS, Inc. from suspending the performance of services when its invoices have not been paid as provided above. Upon termination of this Agreement the Town shall pay HRS, Inc. for all services performed prior to such termination.

IX. AUTHORIZATION

The individuals signing this Agreement warrant that each of them is authorized to sign it on behalf of the party he or she has signed for, and the individuals signing on behalf of the Town warrants that funds are available for Human Resources Services, Inc.'s fees.

X. SIGNED

Human Resources Services, Inc.

Town of Chilmark, MA

By: _____
Aleksandra E. Stapczynski
President

By: _____
Chair of Board of Selectman

Date:

Date: