

KP LAW, P.C. AND THE TOWN OF HUBBARDSTON

This Agreement is made on this 11 day of February, 2021 between the Town of Hubbardston, (hereinafter, the "Town") acting by and through its Board of Selectmen and KP Law, P.C. (the "Firm") whereby the Town and the Firm agree to the following terms and conditions set forth herein.

I. SERVICES

The Firm shall provide Town Counsel services, including general municipal and labor services to the Town for fiscal year 2022, from July 1, 2021 through June 30, 2022.

II. COMPENSATION

The Town agrees to pay the Firm an amount not to exceed the amount appropriated therefor for services performed and provided pursuant to this Agreement billed at the rate of \$200/hour during the 2021 fiscal year, or to pay such additional amount for services specifically authorized in writing by the Board of Selectmen. On a monthly basis, the Firm shall submit an invoice to the Town with any reasonable supporting documentation requested by the Town. Upon satisfactory review of said invoice and documentation, the Town shall remit payment to the Firm no later than 45 days after receipt of the invoice.

III. TIME FOR PERFORMANCE

The Firm shall provide Town Counsel services to the Town for the period of July 1, 2021 through June 30, 2022.

IV. INDEMNIFICATION

The Firm hereby indemnifies and agrees to hold harmless the Town against claims for bodily injury or property damage that may arise out of the Firm's performance of its obligations under this Agreement, provided however, that this indemnification shall not extend to any negligent acts or omissions of the Town, its officers and employees.

V. TERMINATION

Notwithstanding the term of this Agreement, in the event of default by a party, which default is not cured within fifteen (15) days after written notice from the non-defaulting party, the non-defaulting party, at its option, may terminate this Agreement, upon written notice by certified mail return receipt to the defaulting party, or the Town, at its option, may in writing terminate this Agreement, provided, however, that any amounts due for services to the Town rendered up to the date of termination, or thereafter, as requested by the Town, shall be paid to the Firm.

VI. CERTIFICATE AS TO PAYMENT OF STATE TAXES

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

VII. FACSIMILE SIGNATURES

The parties agree that the original signatures of the authorized individuals of the Parties may be received electronically (e.g. internet PDF files). It is agreed by the parties that the electronically transmitted contract, therefore, will contain facsimile signatures. For purposes of this contract, "Facsimile signature" means a reproduction of the manual signature of an authorized officer of the Parties. The signature of any such authorized individual imprinted on this contract or any amendment thereto shall have the same validity as his/her written signature. The Parties therefore agree that the contract with such may be relied upon as if an original signature had been placed on the contract.

For the Contractor:

DocuSigned by:

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Lauren F. Goldberg, President
KP Law, P.C.
101 Arch Street
Boston, MA 02110
lgoldberg@k-plaw.com

For the Town of Hubbardston

By its Select Board:

DocuSigned by:

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Daniel S. Galante, Chairman

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Jeffrey L. Williams, Vice Chair

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Patrick R. Girouard, Clerk

DocuSigned by:

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Kris Pareago, Member

DocuSigned by:

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Katie Young, Member