

66 Main Street, Suite B  
Plymouth, NH 03264

119 International Drive  
Portsmouth, NH 03801



Telephone: (603) 279-0352  
Toll Free: (866) 501-0352

all@mrigov.com  
www.mrigov.com

## **PROFESSIONAL SERVICES AGREEMENT**

### **I. PARTIES TO THE AGREEMENT**

This Agreement, dated 11/10/24, is to retain professional consulting services for the **Town of Limerick, ME (the Client)**, to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Town by its Select Board Chair Gil Harris and MRI by its authorized representative, Christian Pearsall, CFO.

### **II. SCOPE OF WORK**

In general, provide payroll services to the Town to ensure that employees are paid accurately, in a timely manner and in accordance with all applicable state and federal guidelines and regulations. Using the Town's existing TRIO payroll software, MRI staff will:

- a. Verify payroll transactions submitted by the Town accuracy and adherence to applicable laws, regulations and Town policies.
- b. Generate weekly payroll including ACH files containing employee payments, employee checks, direct deposit confirmations, and all other associated documents related to unique payroll runs.
- c. Payroll ACH file uploaded to bank.
- d. Payroll Tax Liability– MRI will reconcile all payroll liabilities and report payments through EFTPS.
- e. MPERS – Ensure payrolls are compliant with MPERS requirements. Generate and file monthly MPERS report to the portal and troubleshoot discrepancies.
- f. Monthly – reconcile payroll deductions, generate files.
- g. Quarterly - reconcile and submit state and federal reporting.
- h. Annually - reconcile, report and prepare employee W2, and all associated year-end tax reporting requirements. W2 mailed to employees
- i. Employee Updates – MRI will verify employee updates entered by the Town for accuracy and compliance with policies.

### **Town's Responsibility**

1. The Town will provide any timesheets or related materials required for timely payroll processing by an established day and time.
2. Provide MRI with department point of contacts for payroll related questions.
3. Town will provide new hire packets and employees to MRI to be entered into TRIO.
4. The Town will provide credentials for MRI staff for the TRIO payroll system.

**III. FEES AND CHARGES**

Services included in the Scope of Work above will be provided for a lump sum annual fee of **\$12,500.00**, billed in equal monthly installments. The annual flat fee assumes that MRI staff will perform the scope of work above and will complete 52 payrolls in the calendar year. Fees are subject to an annual adjustment.

Additional payrolls, off-cycle payrolls and any services that fall outside of the scope of work above, including the reconciliation or assistance with payroll activities that fall within the scope of work, but were performed prior to MRI's start date, will be billed at the following rates:

Certified Payroll Specialist/Senior Payroll Consultant	<b>\$95.00/hour</b>
Payroll Associate	<b>\$55.00/hour</b>

*Travel to and from client location billed at 50% plus IRS mileage reimbursement (if needed)*

**IV. MRI PERSONNEL IN CHARGE**

Christian Pearsall will serve as Principal-In-Charge of this engagement. Carrie Sawyer will act as lead consultant for this project. Additional team members may be assigned based upon specific needs.

Communications or correspondence related to any problems, issues, or changes required for this project shall be directed to the Client at the following address:

<b>The Client:</b> Town of Limerick 55 Washington St. Limerick, ME 04048 207-793-2166	<b>To MRI:</b> Municipal Resources, Inc. 66 Main Street, Suite B Plymouth, NH 03264 603-279-0352 or cpearsall@mrigov.com
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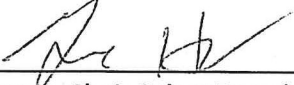
**V. TERM**

This agreement shall be for a period of one year, beginning with the first payroll run of 2025 and is subject to annual renewal with written agreement from both parties. Either party may terminate the Agreement with 30 days advance written notice to the other party.

**THIS CONTRACT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I, ATTACHED HERETO AND INCORPORATED HEREWITH.**

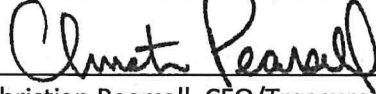
**ACCEPTED AND AGREED**

TOWN OF LIMERICK

  
\_\_\_\_\_  
Gil Harris, Chair Select Board

Date: 11/18/24

MUNICIPAL RESOURCES, INC.

  
\_\_\_\_\_  
Christian Pearsall, CFO/Treasurer

Date: November 4, 2024

## ADDENDUM I

### A. MUTUAL REPRESENTATIONS

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business within this State as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms and conditions.

The Client represents to MRI that sufficient funds have been appropriated so it may retain and compensate MRI for the services provided for herein.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

### B. NOTICE OF CHANGE OF PERSONNEL

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, upon 30 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, upon 30 days written notice, may request MRI to replace any of its consultants with another qualified representative.

### C. ADMINISTRATION OF AGREEMENT MODIFICATIONS

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:

- The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);
- The specific details of the work to be performed;
- The MRI personnel to be assigned;
- The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;
- The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and
- Any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

**D. INDEMNIFICATION**

The Client agrees to hold harmless, indemnify, and defend MRI, its agents, employees, and affiliates, while acting for and on behalf of the Client as if MRI, its agents, employees, and affiliates, were acting in the capacity of full-time permanent employees of the Client.

**E. CONFIDENTIAL INFORMATION**

MRI and Client agree that during this on-going service relationship that each party may disclose certain information to the other party including, but not limited to, payroll information, employee payroll records, business affairs, product plans, business strategies, finances, fee structures and other proprietary information. Such information individually and collectively constitutes "Confidential Information". All such Confidential Information shall remain the sole property of the disclosing party and the receiving party will have no interest or rights with respect thereto. Each party agrees to maintain the Confidential Information in trust and confidence except as required to perform its obligations hereunder to the same extent that it protects its own proprietary information, and further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such information.

**F. NON-SOLICITATION**

The Client agrees that, for a period of one-year following the completion of the terms of this Agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any MRI personnel or affiliates assigned to this Agreement, to leave MRI's employment.

In the alternative, if the client should wish to hire any MRI personnel or affiliate assigned to this Agreement it agrees to compensate MRI with payment in the amount of 25% of that person's first year's total compensation package.

Initialed for Client: GH  
 Date: 11/18/24

Initialed for MRI: CJP  
 Date: November 4, 2024

Gave to Julie after Board mtg on 11/18/24