

TOWN OF HARRISON  
COMPTROLLER'S OFFICE

E-9

TO: Richard Dionisio, Supervisor and Members of the Town Board

FROM: Maureen MacKenzie, Comptroller

RE: Town Board Meeting of April 20, 2023

DATE: April 10, 2023

The following requires Town Board approval:

Authorization to enter into an agreement for consulting services with Peggy L. Mousaw DBA Consult\_Inc., for the purpose of filing our annual American Rescue Plan Act Report.

The annual filing requirement runs through 2027. The annual cost for the filing will be \$500.00. Funds will be available in budget line 001-1900-100-4407 Town Special Items-Special Services. The date for the contract should be backdated to April 1, 2023.

Kindly authorize the Supervisor to execute said contract after it has been reviewed by the Law Department.

Respectfully submitted.

## AGREEMENT FOR CONSULTING SERVICES – CONSULT\_INC

**THIS AGREEMENT** is entered into as of this **17th day of February, 2023** by and between **PEGGY L. MOUSAW DBA CONSULT\_INC**, hereinafter referred to as the "**CONSULTANT**", a sole proprietorship #46-1184739 of the State of New York, principal office at 45 Pine Road, Colton, New York 13625-3112 (315-262-2141); and the **TOWN OF HARRISON**, with principal office at 1 Heineman Place, Harrison, NY 10528; 914-670-3000)- hereinafter referred to as "**MUNICIPALITY**."

### **ARTICLE 1. SCOPE OF WORK**

**CONSULTANT** agrees to perform the services identified in **SCHEDULE A** (the "Services"), which is attached to and it part of this Agreement.

### **ARTICLE 2. TERM OF AGREEMENT: 2023-2027**

**CONSULTANT** agrees to perform the Services beginning **February 1, 2023 and ending April 30, 2027**. Termination of this agreement shall be done in writing and sent via certified mail by either party with sixty (60) days written notice, sent certified mail, to the other party at the address noted above. Any services performed to the date of receipt of notification of termination shall be due and payable as outlined in agreement.

### **ARTICLE 3. COMPENSATION**

For satisfactory performance of the Services or as such Services may be modified by mutual written agreement, the **MUNICIPALITY** agrees to compensate in accordance with the fees stated in **SCHEDULE B** which is attached to, and is made a part of this Agreement.

Said compensation constitutes the total compensation (subject to authorized adjustment) payable to **CONSULTANT** for performing the Services. Costs in excess of such not-to-exceed costs, if any, may not be incurred without prior written authorization of the **MUNICIPALITY**, evidenced only by a written Change Order or Written Addendum to this Agreement. Quick phone calls, emails and text will be non-chargeable.

**CONSULTANT** shall provide a brief summary of the work completed and submit invoice to the **MUNICIPALITY** on a monthly basis for payment via email. The **MUNICIPALITY** shall pay by check to **CONSULTANT** within Forty-Five (45) days of receipt of invoice. Any legal fees related to obtaining payment will be at the expense of the **MUNICIPALITY**.

### **ARTICLE 4. INDEPENDENT CONTRACTOR**

In performing the Services and/or supplying goods and incurring expenses under this agreement, the **CONSULTANT** shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent of the **MUNICIPALITY**.

In accordance with such status as an independent contractor, **CONSULTANT** covenants and agrees that neither it or its employees or agents will hold themselves out as, nor claim to be officers or employees of the **MUNICIPALITY**, or of any department, agency or unit thereof

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by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right of privilege applicable to an officer or employee of the **MUNICIPALITY**, including but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage, NYS Employee Retirement membership or credit, Pandemic, or any other types of Medical or Leave Benefits.

### **ARTICLE 5. CONFIDENTIALITY/SYSTEMS**

Any communications, documentation, electronic information and images shall be considered confidential and protected by the **CONSULTANT**. Information shall only be released by required legal action or at the written direction of the **MUNICIPALITY**. Any systems used by the **CONSULTANT** shall be considered the property of the **CONSULTANT** but all final information prepared shall be the property of the **MUNICIPALITY** and provided to the **MUNICIPALITY** in a pdf format at minimum at conclusion or termination of the project/service. The municipality will be responsible for being the actual repository of all documentation related to the project.

### **ARTICLE 6. PERFORMANCE:**

The **MUNICIPALITY** shall assure the timely response and submittal of necessary information to **CONSULTANT** in order for **CONSULTANT** to perform contracted services, especially if the project has short time frames for deadlines. This may include: documents, financials, copies of required financial documentation including ledgers, bank statements, payroll, contractor agreements and awards, board resolutions, passwords (only for report filing purposes if necessary), etc. All documentation requested shall be sent pdf (unless otherwise requested in writing) via email to **CONSULTANT** at [lpvwork@yahoo.com](mailto:lpvwork@yahoo.com). The **CONSULTANT** shall not be penalized if **MUNICIPALITY** fails to respond timely with appropriate information and/or requested filings are late due to failure by municipality to respond timely or accurately.

### **ARTICLE 7. EXECUTORY CLAUSE**

The **MUNICIPALITY** shall have no liability under this Agreement to **CONSULTANT** or to anyone else beyond funds appropriated and available for this Agreement.

### **ARTICLE 8. GOVERNING LAW**

This Agreement shall be governed by the Laws of the State of New York with venue in St, Lawrence County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Syracuse Division.

**CONSULTANT** shall render all services under this Agreement in accordance with applicable provisions of all Federal, State and Local Laws, rules and regulations as are in effect at the time such Services are rendered.

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### ARTICLE 9. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by the Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth below

**MUNICIPALITY**

By: \_\_\_\_\_

Name: **MR. RICH DIONISIO**  
**TOWN OF HARRISON, TOWN SUPERVISOR**

Date: \_\_\_\_\_

**CONSULTANT**

By: \_\_\_\_\_

**PEGGY L. MOUSAW**  
**DBA CONSULT\_INC**

Date: 2/19/2023

# **AGREEMENT FOR CONSULTING SERVICES – CONSULT\_INC**

## **SCHEDULE A – SCOPE OF WORK**

**CONSULTANT** shall, based on his/her unique knowledge of the New York State and/or Federal Municipal, Financial or Grant expertise, and employed therein for a total of Forty (40) years, provide consulting advice to staff and perform services related to the services listed below as **only as marked with an X**, including retrieval, troubleshooting and transition of said data and a prescribed excel format ensuring the protected confidentiality and configuration for data sets needed by said **MUNICIPALITY** who own the data, information systems and/or related resources.

**PLEASE CHECK (XX) WHICH SERVICES MUNICIPALITY WOULD LIKE COVERED UNDER THIS AGREEMENT:**

- A) \_\_\_\_\_ Assistance with preparing and timely filing of annual **ARPA (American Rescue Plan Act)** financial report for NEU (Non-Entitlement Unit) with US Department of Treasury by report filing date of April 30<sup>th</sup> Municipalities are responsible for keeping their ID-Me and SAM (Federal Government Grant) access active and current unless negotiated separately. Services related to ARPA Audit are negotiated separately.
- B) \_\_\_\_\_ Assistance with preparation and filing of **Annual Update Document (AUD)** with NYS Comptroller's Office
- C) \_\_\_\_\_ Assistance with preparation and filing of Annual Property Tax Cap with NYS Comptroller's Office
- D) \_\_\_\_\_ Grant Administration Assistance as Defined Separately by Municipality and Attached
- E) \_\_\_\_\_ Forensic Audit for Municipality as Project Defined Separately by Municipality and Attached
- F) \_\_\_\_\_ Other services as defined by Municipality and Attached

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## **SCHEDULE B – COMPENSATION**

**CONSULTANT** shall be compensated at rate listed below based on type of project indicated on **SCHEDULE A**.

**CONSULTANT** shall summarize and submit as indicated in Article 3 of this Agreement. Any compensation as agreed to outside of this agreement must be in writing and agreed to and signed off on by both parties.

### **A. American Rescue Plan Act (ARPA) Grant Submissions**

**NOTE:** *Reporting periods are 04/01-03/31 annually through 2027. Reports must be filed by 04/30 annually. This has a very short response/reporting period.*

#### **In New York State, remote:**

Base Minimum Fee Annually: Five Hundred - \$500 (2 hours included)  
Per Hour Fee, if required, beyond minimum: One Hundred Twenty Five  
\$125/hour

#### **In New York State, on municipal site:**

Per Hour Fee: One Hundred Seventy Five- \$175 per hour  
Port to Port Fee: Eighty Five - \$85 per hour  
Reimbursable Other Expenses with Receipt: Plane, Hotel, Parking,  
Taxi/Uber/Lyft/Limo/Livery, Tolls  
Reimbursable as per IRS Regulations: Mileage, Daily Per Diem Meals

### **B & C: AUD and Property Tax Cap Assistance**

#### **In New York State, remote:**

Per Hour Fee, if required, beyond minimum: One Hundred Twenty Five  
\$125/hour

#### **In New York State, on municipal site:**

Per Hour Fee: One Hundred Seventy Five- \$175 per hour  
Port to Port Fee: Eighty Five - \$85 per hour  
Reimbursable Other Expenses with Receipt: Plane, Hotel, Parking,  
Taxi/Uber/Lyft/Limo/Livery, Tolls  
Reimbursable as per IRS Regulations: Mileage, Daily Per Diem Meals

### **D, E & F: Projects Identified Separately**

As negotiated in writing based on Project Scope and may be on a per Project basis.

**Quick phone calls (<5minutes), emails and text message are non-chargeable.**