

TOWN OF SOUTH HADLEY

MARILYN G. ISHLER
Chair
CARLENE C. HAMLIN
Vice-Chair
JOHN R. HINE
Clerk
RICHARD A. CONSTANT
Member
GREGORY R. SHEEHAN
Member



BARRY L. DEL CASTILHO
Interim Town Administrator
Telephone (413) 538-5017
Fax (413) 534-1041

SELECTBOARD OFFICE
116 Main Street, Suite 109, South Hadley, Massachusetts 01075-2896
selectboard@southhadley.org

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is entered into between the Town of South Hadley (the Town) and Barry L. Del Castilho, PO Box 68, 68 Upper Street, Buckland, MA 01338, an independent contractor (the Contractor), on this 1st day of November 2007.

The Contractor covenants and agrees with the Town to serve as Interim Town Administrator according to the job description for Town Administrator for the Town of South Hadley.

The Town agrees that it will pay to the Contractor the sum of \$65.00 per hour for all hours worked until the contract is terminated by either party as provided below.

Payment to be made as follows: Weekly upon submission of timesheet detailing hours worked. The Town further agrees that it will reimburse the Contractor for registration fees, transportation and lodging costs associated with the Massachusetts Municipal Association Annual Meeting in Boston in January 2008. Any other expenses associated with the Massachusetts Municipal Association or Massachusetts Municipal Management Association will be borne by the Contractor.

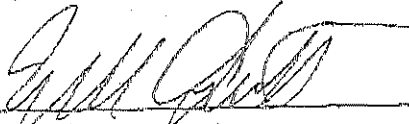
All work is to be performed in a good and workmanlike manner. All material to be of first quality and fit for the ordinary purpose for which it was intended.

It is understood that this Agreement constitutes the entire understanding between the parties and no department head, supervisor or agent of the Town has any authority to modify, alter or amend this Agreement. This Agreement may only be modified by a written agreement signed by the Contractor and the Selectboard.

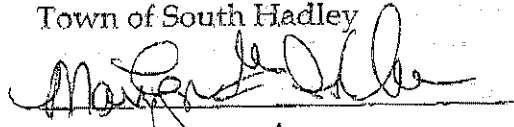
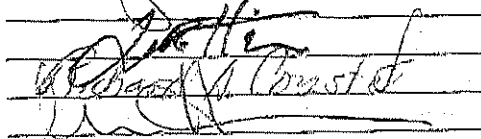
The Agreement may be terminated by either party by written notice to the other party. Upon such termination, the Town shall be without obligation to make further payment pursuant to this Agreement except for such period as the Contractor shall have performed satisfactory work. In the event of breach of this Agreement by the Contractor, the Town shall be entitled to recover all damages, including consequential damages, plus reasonable attorney's fees and expenses.

The parties agree that the Contractor is an independent contractor. The Contractor shall bear all financial responsibility to his agents and/or employee, maintain all records required by Federal, Massachusetts and local laws and regulations, assume full responsibility for payment of all adequate unemployment insurance, workers' compensation insurance, Federal, Massachusetts and local taxes and social security contributions. Contractor shall furnish evidence of public liability insurance and motor vehicle insurance, if appropriate, in amounts and with insurance carriers acceptable to the Town.

Approved as to appropriation:

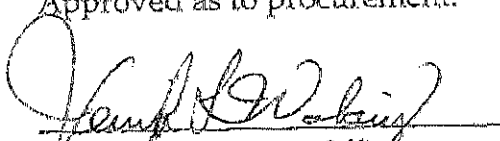

Town Accountant


Town of South Hadley

Selectboard

Approved as to procurement:


Chief Procurement Officer


Independent Contractor

SHADLEY COLLETT & BROWN P.A.C.

**CONTRACT FOR SERVICES
INTERIM TOWN ADMINISTRATOR**

Barry Del Castilho agrees to serve as the Interim Town Administrator for the Town of Wilbraham, Massachusetts, commencing on January 2, 2007 and continuing through the hiring of a permanent Town Administrator or the completion of Annual Town Meeting, whichever comes first.

Barry Del Castilho will work from 20 – 25 hours per week. Such service will include meetings of the Board of Selectmen (generally, Monday nights), Finance Committee (generally, Wednesday nights) and other pertinent meetings, as well as office hours.

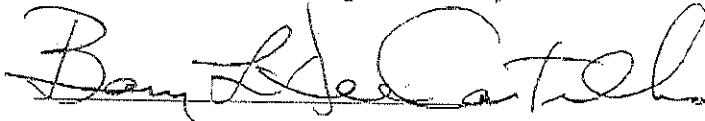
These services will be paid at the rate of \$60.00 per hour. It is understood this is a contractual position and no employee benefits or leave time will be provided.

Mileage for work-related meetings and as approved by the Board of Selectmen, will be reimbursed at the standard Town of Wilbraham rate of \$.40/mile.

The Town of Wilbraham will pay for Barry Del Castilho's registration fees, lodging and mileage costs associated with the Mass. Municipal Association Annual Meeting in Boston in January 2007.

It is understood that the services will consist of performing the functions of Town Administrator as outlined by the job description attached and incorporated herein and as further requested by the Board of Selectmen.

By mutual agreement, either party may terminate this agreement with written notice of fourteen (14) days or may extend the agreement beyond the termination date.



Barry L. Del Castilho, Consultant
Interim Town Administrator

David W. Barry, Chairman
Wilbraham Board of Selectmen