

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “Agreement”) is made and entered into as of the xxth day of June 2022 (the “Effective Date”), by and between UHY CONSULTING, INC. a Delaware corporation (“UHY”), and the City of West Haven, Connecticut (“City”).

Statement of Purpose

The parties desire to enter into this Agreement pursuant to which UHY will provide City with certain thought leadership or professional services.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, and other good and valuable consideration the parties hereby agree as follows:

1. **Engagement.**

a. City hereby agrees to hire UHY, and UHY hereby agrees to perform certain services for City, pursuant to the terms of this Agreement. For each project (a “Project”) that City desires UHY to perform services (the “Services”), a detailed description of the Services, as well as any terms and conditions relating thereto, shall be set forth in detail in a “Statement of Work” in the form of Exhibit A attached hereto. Each such Exhibit A shall be signed by the parties. The parties at any time may execute and deliver a new Statement of Work relating to Services to be performed by UHY for City for a new Project, and any such Statement of Work shall be governed by this Agreement except as set forth therein. Notwithstanding anything in this Agreement to the contrary, UHY shall not be under any obligation to perform Services under this Agreement (except for those set forth in the initial Statement of Work entered into by the parties), and UHY may refuse to perform Services or enter into a Statement of Work for any reason in its sole discretion. In the event any of the terms of this Agreement conflict with the terms set forth in a Statement of Work, the terms of the Statement of Work shall control.

b. UHY represents and warrants that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with then prevailing industry standards and practices.

c. UHY represents and warrants that it has all licenses and permits necessary to conduct its business and perform its obligations under this Agreement and agrees to comply in all material respects with all applicable federal, state and local statutes, regulations, codes, ordinances and policies in performing its obligations under this Agreement.

2. **Term; Termination.**

a. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, either party may immediately terminate this Agreement upon written notice to the other party if the other party (i) has materially breached the terms of this Agreement beyond any

applicable cure period; or (ii) becomes insolvent or files for bankruptcy protection, or has a receiver appointed.

b. Upon termination of this Agreement for any reason, UHY shall be entitled to receive from City all compensation earned and all expense reimbursements owed as set forth in Section 3 below. City shall pay UHY the compensation and expense reimbursements owed as described above pursuant to the terms of this Agreement.

c. If either party terminates this Agreement prior to the completion of a Project, UHY shall complete the performance of Services pursuant to any open Statement of Work, even if such Services extend beyond the termination date, and City shall compensate UHY for the Services performed or to be performed pursuant to open Statement of Work and as provided for in this Agreement.

3. Compensation; Payment Terms; Expenses.

a. In consideration for the performance of the Services by UHY under this Agreement, City will pay UHY the fees and compensation reflected on each Statement of Work executed pursuant to this Agreement (the “Services Fee”), as described in Exhibit B. As the Services Fee will vary depending on the scope of Services performed on each Project, each Statement of Work will detail the agreed upon Services Fee. UHY shall be responsible and liable for any and all related costs and expenses on a Project, except for such reimbursable expenses as may be mutually agreed upon by City and UHY in the Statement of Work. UHY shall be reimbursed for any pre-approved travel and expenses associated with the performance of Services at any location other than the principal office of UHY.

b. UHY will periodically provide City with an invoice supporting any request for fee payment or reimbursement of expenses. City shall pay all invoices received by it from UHY within forty-five (45) days of City’s receipt of such invoices (the “Due Date”).

c. In the event City fails to pay UHY all amounts owed under any invoice by the Due Date, and such failure to pay continues for five (5) days after the Due Date, UHY may serve a notice of delinquency. If the failure to pay continues for 10 days after the service of such notice, UHY may, in its sole discretion, suspend its performance of the Services for City until it is paid in full all amounts then owed.

4. Independent Contractor Status; Use of Affiliated Entities.

a. UHY's relationship with City hereunder shall be that of an independent contractor and as such, UHY shall perform its obligations under this Agreement as an independent contractor and not as an agent or joint venture partner of City. UHY shall be solely responsible for and shall pay any and all income taxes, fees and assessments (and all interest or penalties thereon) of every kind and nature arising by reason of or in connection with UHY's performance under this Agreement.

b. UHY has a contractual arrangement with UHY LLP whereby UHY LLP provides UHY with professional and support personnel and performs all services in connection with UHY engagements for which licensure as a CPA firm is required. In addition, UHY may use employees from one or more affiliated entities to perform Services under this Agreement in order to efficiently and expeditiously perform the Services. City hereby acknowledges UHY and agrees to the use of UHY LLP professional and support personnel for any Projects for which licensure as a CPA firm is required, as well as UHY’s use of any employees from any of its affiliated entities on a Project as determined by UHY in its

sole discretion. UHY LLP is an independent firm of certified public accountants which performs attest services in an alternative practice structure with UHY and its affiliated companies; however, as used in this Agreement, all references to "affiliates" or "affiliated entities" of UHY or terms of similar import shall be deemed to be inclusive of UHY LLP.

c. UHY may use independent contractors from one or more affiliated entities to perform Services under this Agreement in order to efficiently and expeditiously perform the Services. City hereby acknowledges City and agrees to UHY's use of independent contractors from any of its affiliated entities on a Project as determined by UHY in its sole discretion.

d. On each Statement of Work, UHY shall designate a Project Manager who will be the main point of contact for City on each Project.

5. Intellectual Property Rights.

a. The parties hereby agree that all writings, tapes, recordings, computer programs, designs, and other works in any tangible medium of expression, regardless of the form or medium, which have been or are prepared by UHY in connection with rendering the Services hereunder (collectively the "Work Product") shall belong solely and exclusively throughout the world by UHY. Upon receipt of all amounts owed by City to UHY with respect to the Project for which the Work Product was created, UHY shall assign, grant, and deliver to City solely, exclusively and irrevocably throughout the world all ownership rights in and to the Work Product. Notwithstanding the foregoing, City hereby agrees that UHY is entitled to keep and maintain one (1) copy of each of the various types of Work Product for its records after any assignment of the Work Product by UHY to City. In addition, notwithstanding the foregoing or anything in this Agreement to the contrary, City acknowledges and agrees that it shall have no rights in or to any of the processes, products or intellectual property utilized by UHY in the performance of the Services, to the extent that such processes, products or intellectual property are outside of the Work Product.

b. City acknowledges that, after UHY's performance and delivery of Services under this Agreement, UHY may request that City serve as a reference for UHY, and/or request City to grant UHY a limited license to use City's name and any marks of City on UHY's website and in any UHY marketing or promotional materials. City agrees to consider any such request at that time.

6. Changes to Services; Changes to Service Fee. From time to time, City may request change to the scope of Services being performed by UHY pursuant to an executed Statement of Work (a "Request for Changes"). City shall make a Request for Change by submitting a written request to City specifying the change or changes to Change warrants an increase to the Services Fee being paid to UHY for the Services, or changes to any other terms set forth in this Agreement or the applicable Statement of Work, then UHY shall inform City of the adjustment to the Services Fee (or any other change in terms) necessitated by the Request for Change. If City accepts UHY's quote for adjustment to its Services Fee, then the parties shall complete an Amended Statement of Work setting forth the new terms.

7. Obligations of City. In addition to all other obligations required of it under this Agreement, City shall (i) timely provide UHY with all information necessary for UHY to perform the Services; (ii) respond promptly to all requests by UHY for information required for UHY to be able to perform the Services, as well as any issues that UHY encounters in its performance of the Services requiring consultation with City; and (iii) assign one (1) individual to be primarily dedicated to managing the provision of the Services on a Project and the relationship with UHY under this Agreement (the "City Project Coordinator"). City Project Coordinator for each Project shall be set forth on each Statement of

Work. City Project Coordinator shall be generally available to UHY in order to communicate with UHY regarding any issues relating to a Project or Services, use reasonable efforts to participate in meetings or conference calls with UHY, and have the necessary authority to ensure that City is able to fulfill its obligations as described in (i) and (ii) above.

8. Restrictive Covenants.

a. UHY agrees (i) to hold in trust and confidence for City and to not disclose to any third party without prior written consent of City, the Confidential Information (as defined below) of City, whether it is tangible or intangible, (ii) not to use the Confidential Information for UHY's personal benefit or for the benefit of any third party, and (iii) at the request of City, to return to City all Confidential Information which is tangible upon the termination of this Agreement. Notwithstanding the foregoing, City agrees and acknowledges City that UHY may disclose or use Confidential Information as UHY reasonably determines is necessary for its performance under this Agreement, including, but not limited to, disclosure to any representative of an affiliated entity involved in the performance of the Services. For purposes of this Agreement, the term "Confidential Information" shall mean all non-public information of City that is the subject of efforts by City that are reasonable under the circumstances to maintain its secrecy. The term Confidential Information shall specifically exclude data or information (aa) which has been voluntarily disclosed to the public by City; (bb) which has been independently developed and disclosed by others; or (cc) which has otherwise entered the public domain through lawful means. If UHY receives a subpoena or order from a court or agency of competent jurisdiction which would require the disclosure of Confidential Information, UHY will promptly notify City in writing of its receipt of the subpoena or order so that City has a reasonable opportunity to oppose or challenge such disclosure at City's sole expense. UHY will promptly cooperate with all reasonable requests of City in this regard at City's sole expense. UHY will not be deemed to have breached this Agreement to the extent disclosures are made by UHY pursuant to a subpoena or order from a court or agency of competent jurisdiction, or as otherwise may be required under applicable law.

b. The parties acknowledge that the covenants contained in this Section 8 are of the essence of this Agreement and that without these covenants, the parties would not have entered into this Agreement; that each of such covenants is reasonable and necessary to protect and preserve the interests and properties of the applicable party; that a breach or threatened breach of any of the terms of this Section 8 by the other party would result in material and irreparable damage and injury to the non-breaching party; and that it would be difficult or impossible to establish the full monetary value of such damage. Therefore, the parties agree and consent that, in addition to all the remedies provided at law or in equity, the parties shall be entitled to a temporary restraining order and temporary and permanent injunctions to prevent a breach or contemplated breach of any of the covenants in this Section 8. The existence of any claim, demand, action or cause of action of a party against the other party shall not constitute a defense to the enforcement by a party of any of the covenants in this Section 8.

11. Indemnification and Limitation of Liability

a. City shall indemnify and hold harmless UHY, entities affiliated with UHY and their respective, officers, directors, members, managers, employees and agents (each a "UHY Party" and collectively, the "UHY Parties") against any and all losses, damages, judgments, amounts paid in settlements and expenses (including attorneys' fees actually incurred) (collectively, "Losses") incurred by

UHY or any UHY Party by reason of (i) any breach of any covenant, representation or warranty made by City in this Agreement or any Statement of Work, or (ii) City's gross negligence or willful misconduct relating to its performance under this Agreement. In no event shall City's total aggregate liability hereunder exceed the fees received by UHY to provide the services giving rise to a claim in the twelve (12) months prior to the date that claim initially arises. City shall have no liability whatsoever for any special, exemplary, consequential, punitive or other damages that are solely of a compensatory nature,

b. UHY shall indemnify and hold harmless City and its officers, directors, members, managers, employees and agents (each a "City Party" and collectively, the "City Parties") against any and all Losses incurred by City or any City Party by reason of (i) any breach of any covenant, representation or warranty made by the UHY in this Agreement or any Statement of Work, or (ii) UHY's gross negligence or willful misconduct relating to its performance under this Agreement.

12. Assignment. The rights and obligations of the parties under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of such parties. This Agreement may not be assigned by either party without the prior written consent of the other party.

13. Governing Law, Jurisdiction, and Venue. This Agreement has been entered into under and shall be governed by the laws of the State of Connecticut. The parties agree that the state and federal courts located in New Haven County, Connecticut shall be the sole and exclusive jurisdiction and venue for all disputes between the parties under this Agreement. City and UHY hereby irrevocably consent to the jurisdiction and venue of the state and federal courts located in New Haven County, Connecticut for adjudication of all disputes between the parties under this Agreement and/or otherwise related to the parties' relationship. City and UHY hereby waive any objections or defenses to jurisdiction or venue in any such proceeding before such court.

14. Notices. Any notices required, or sought to be provided, under the terms of this Agreement shall be deemed effective if delivered by U.S. certified mail return receipt requested, or overnight courier service with a receipt signed by the party to whom it is addressed, or by facsimile transmission provided a confirming receipt was created by sender's machine at time of transmission, and sent to the addresses or facsimile numbers on the last page, which addresses or numbers may be changed from time to time, in a writing by the party whose address or number has changed.

15. Mutual Construction. Both parties have had an opportunity to review this Agreement and request Change hereto, and this Agreement shall be construed as though the parties drafted it equally.

16. Execution in Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which shall be deemed to constitute any original, but all of which together shall constitute one and the same documents.

17. Merger. This Agreement and all Statements of Work constitute the entire agreement of the parties in regard to the Services to be performed by UHY and supersede any prior agreement, whether written or oral, between the parties in regard to such engagement.

18. Modification and Waiver. This Agreement may not be amended or modified except in a written document signed by authorized representatives of the parties. Failure of either party to insist, in one or more instances, on performance by the other party in strict accordance with the terms and conditions of the Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or

of the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by the waiving party.

19. Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 2(b), 2(c), 3(c), 5 and 8 through 21 shall survive any expiration or termination of this Agreement, and each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement.


20. Costs of Collection. In the event any sums due to UHY under this Agreement are collected by or through an attorney at law, City shall pay to UHY all costs of collection, including reasonable attorney's fees.

21. Time. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, City and UHY have hereunto caused this Agreement to be executed by their respective duly authorized corporate officers as of the day and year first set forth above.

UHY CONSULTING, INC.

CITY

By: 
Name: John E Reagan III
Title: Managing Director

By: _____
Name: Nancy R. Rossi
Title: Mayor, City of West Haven

Legal Notices

Jack Reagan
UHY
8601 Robert Fulton Drive
Suite 210

Address: Columbia, MD 21046

Facsimile #: 410-381-5538

Legal Notices

West Haven City Hall
355 Main St

Address: West Haven CT 06516

Facsimile #: _____

EXHIBIT A – STATEMENT OF WORK

UHY will be required to provide professional services necessary for the City to comply with the requirements of the American Rescue Plan Act; including, but not limited to:

1. Provide detailed monthly budget/expenditure reports to the ARPA Committee.
2. Assist the city's grant manager and financial staff with the preparation of any financial reports required by the state and federal government for the grant.
3. Prepare comprehensive monthly grant financial statement, activities, and reports to be uploaded on the city's ARPA website to ensure complete public transparency. This may include expenditure documentation.
4. Streamline the reporting process to ensure compliance, and provide ongoing grant management and post-award administration and reporting.
5. Perform your required tasks while keeping the programs strategic goals in mind. Leave the City well-positioned for continued effective and efficient grants administration and compliance.
6. Minimize the risk of "claw back" by the federal government.
7. Provide a team who has current experience with administering and reporting on ARPA funding.

Further, our consulting work to implement a corrective action plan to address matters identified by the State of Connecticut Office of Policy and Management, Municipal Accountability Review Board includes, but is not limited to, the following:

1. Assess and implement revised procurement policies and procedures.
2. Assess and implement revised purchasing policies and procedures, including vendor set up, vendor payment (including appropriate signatures on payments), and use of purchasing cards. Conduct a vendor database reconciliation to ensure that applicable vendor information is complete and accurate.
3. Segregation of the ARPA funds in a separate bank account to enhance accountability.
4. Assess and implement revised payroll policies and procedures, including tracking of compensatory time and overtime. Implement enhanced procedures that comply with the Uniform Grant Guidance requirements outlined in 2 CFR § 200 regarding time and effort reporting for payroll expenses charged to federal grants.
5. Assess and monitor existing procedures over statements of financial interest required to be submitted by all City officers, employees and officials, whether elected or appointed, paid or unpaid. Ensure that such conflicts of interest are considered in the approval of projects funded by ARPA. Monitoring of such conflicts of interest should be conducted by a Board of Ethics to be implemented by the City.
6. Development of an overall accounting policies and procedures manual, including the adoption of month-end and year-end closing procedures to be followed to ensure the complete, accurate and timely preparation of financial information to be provided to the City Council.

EXHIBIT B – COMPENSATION

The City agrees to compensate UHY for services rendered billed at the following hourly rates:

Partner	\$400
Manager	\$300
Senior	\$225
Staff	\$175

We estimate that our annual fees for ARPA Consulting will not exceed the following:

Labor Category	Hours	Bill Rate	Extended Rate
Partner/Managing Director	100	\$400	\$40,000
Manager	300	\$300	\$90,000
Senior	200	\$225	\$45,000
Staff	200	\$175	\$35,000
Total	800		\$210,000

At the end of each year, we will provide the City with an estimate of the labor hours and total compensation for the following 12 months.

We estimate our fees for the development and implementation of the corrective action plan will not exceed the following:

Labor Category	Hours	Bill Rate	Extended Rate
Partner/Managing Director	75	\$400	\$30,000
Manager	150	\$300	\$45,000
Senior	200	\$225	\$45,000
Staff	140	\$175	\$24,500
Total	560		\$144,500