

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF WINDHAM AND
BARRY TIBBETTS**

This Agreement is made on this 21st day of November, 2019 by and between the Town of Windham ("Town") and Barry Tibbetts ("Tibbetts").

Town and Tibbetts agree as follows:

1. Scope of Services. Tibbetts will work for the Town as an Interim Town Manager ("Interim") while the Town recruits and hires a permanent Town Manager. The Interim will work four (4) days a week and will attend Council meetings as requested.
2. Term of Agreement. Tibbetts will begin work as an Interim on December 19, 2019 and will continue until March 19, 2019, or such time as a new Town Manager is named and starts work, or until such time as the Agreement is terminated in accordance with Section 5 of this Agreement. Tibbetts will train with the current Interim Town Manager on December 16, 17 and 18, 2019 at the rate of pay set forth in paragraph 3.
3. Compensation. Professional services will be billed at a rate of \$500 per day, plus reimbursement of direct expenses. Invoices for services rendered and expenses incurred will be sent monthly. Payment is due upon receipt of an invoice and is current if paid within 30 days.
4. Insurance. Upon swearing in by the Town, the Interim will be working for and under the direction of the Windham Town Council and will be covered by the Town's General Liability and Professional Liability coverage to the extent applicable to a permanent employee.
5. Termination. Town may terminate this Agreement at any time with written notice of such termination to Tibbetts. Tibbetts may terminate this Agreement at any time with written notice of such termination to Town. Tibbetts shall be compensated for all services rendered up to the date of receipt of written notification of termination.

6. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class mail addressed as follows, or such other address as they may designate from time to time:

If to Town: Town of Windham
 8 School Road
 Windham, ME 04062

If to Tibbetts: Barry Tibbetts
 12 Barry Road
 Scarborough, ME 04074-9104


7. Amendment. Both parties to this Agreement understand the current assumptions supporting this Agreement may change and that the parties must therefore exhibit flexibility, including a willingness to entertain and execute amendments. Amendments can only be executed with the mutual consent of the parties to this Agreement.

In witness whereof, Town and Tibbetts have each caused this Agreement to be signed.

Town of Windham

Barry Tibbetts

By:
Its:


Barry Tibbetts