



## **AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES**

This is a contract entered into by John C Simmons (hereinafter referred to as "Contractor") and the City of Central Falls, Rhode Island, a municipal corporation with a principle place of business at 580 Broad Street Central Falls, RI 02863 (hereinafter referred to as "City") on this date, the 23rd of April, 2020

WHEREAS, the City requires the services of Contractor in the capacity as an Independent Contractor and Contractor desires to provide such services to the City as set forth in this Agreement; and

WHEREAS, the Central Falls Purchasing Agent has confirmed the validity of the procurement process which has led to the formation of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and undertakings hereinafter set forth, the parties hereby agree as follows:

- 1) **Engagement and Acceptance.** The City hereby engages Contractor to provide the following scope of services for the City of Central Falls during the term hereof, and Contractor hereby accepts such engagement and shall assist with any and all functions related to aforementioned consulting services.

Scope of Services:

To provide consultant services as agreed to by the parties. This shall include but not be limited to -budget analysis and preparation, financial and operational review, long-term strategy for the Mayor's office and transition planning, advisory on COVID-19 financial response.

- 2) **Relationship of the Parties.** Contractor shall be acting and performing as an independent contractor, relying on his expertise, knowledge, judgment and techniques in performance of his responsibilities hereunder. The parties agree that the City is not the employer and the Contractor is not the employee. Further, that neither party shall be the agent of the other.
- 3) **Compensation.** The City shall pay the Contractor for services rendered at the following monthly retainer: of \$2,400 per month. Payment shall be rendered to the Contractor monthly. Invoices and documentation sufficient for external auditing purposes will be submitted by Contractor monthly. The City will pay Contractor within 30 days of receipt of approved invoice with appropriate supporting documentation. The invoice will clearly state the number of hours or costs or percent of the total invoice for services rendered in conjunction with

COVID-19 related matters. Final payment shall be made only after Contractor has fully performed the scope of services.

- 4) **Term.** This Agreement shall commence with the first day of actual service provided, but no later than January, 2020, and shall terminate no later than December, 2020 from the first day of actual service and shall not be continued without the written agreement of both parties.
- 5) **Intellectual Property and Confidentiality.** All intellectual property developed as a result of this Agreement is the sole property of the City and shall be submitted to the City in digital and paper form prior to the termination of this Agreement. Contractor does, however, reserve the right to retain a copy of all such documents for his records. Contractor may not re-sell, re-distribute or share any work product produced under the terms of this Agreement without written permission from the City. Contractor agrees to keep confidential any and all confidential information he receives during the course of this engagement.
- 6) **Expenses.** All potential expenses related to the services necessary pursuant to the terms of this Agreement shall be timely submitted to the City for payment by the City, if approved by the City, in writing, and relevant to the consulting services. Normal Contractor expenses such as mileage, travel and meals are not covered nor compensated under the terms of this Agreement.
- 7) **Indemnity.** If at any time Contractor shall be made party or shall be threatened to be made party to any pending, threatened or contemplated action, suit or proceeding, whether civil, administrative, or investigative, substantially related to and arising out of the terms of this Agreement, the City shall indemnify, defend and hold harmless Contractor from and against any and all costs, damages, expenses (including attorney's fees and expenses), judgments, fines and other amounts of whatsoever nature incurred by Contractor in connection with such action, suit or proceeding, except when such costs, damages, or expenses arise out of the negligence, intentional actions, malice or wrongful acts of Contractor.
- 8) **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be sent by regular mail or email, return receipt requested, as follows:
  - 98 Sylvian Street, Central Falls, RI 02863 (Contractor Address)
  - Central Falls City Solicitor, 580 Broad St. Central Falls, RI 02863 (City Address)
- 9) **Governing Law/Jurisdiction.** This Agreement is governed by and shall be construed pursuant to the laws of the State of Rhode Island, without regard to the principles of conflicts of law. The parties hereby agree to the sole and exclusive jurisdiction of the Courts (State and Federal) located in Providence County, Rhode Island with respect to any dispute arising hereunder and hereby waive any objection based on venue or forum *non conveniens* with respect to any action instituted therein.

10) **Notice of Independent Contractor Status.** This Agreement shall not be effective and shall be rendered null and void if Contractor fails to file a "Notice of Designation as Independent Contractor" pursuant to RIGL §28-29-17.1.

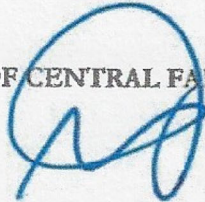
See <http://www.purchasing.ri.gov/RIVIP/publicdocuments/DWC-11-IC.pdf>

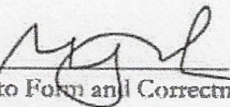
11) **Nondiscrimination.** Contractor affirms that he has read the City's nondiscrimination plan available at <http://www.centralfallsri.us/nondiscrimination> and that he will uphold the City's nondiscrimination policy: the City of Central Falls (City) assures that no person shall on the grounds of race, color, sex, age, disability or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) or due to breastfeeding in a public place, gender identity, marital status, political ideology, religion, sexual orientation, or military status or veteran status, as provided by SMC 14.04, 14.06 ad 14.10, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

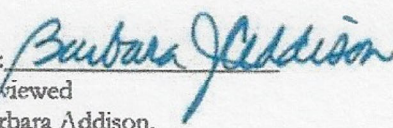
12) **Miscellaneous.** Contractor agrees to perform and conduct all assignments in conformity with the law in the jurisdiction in which any work is performed.

IN WITNESS WHEREOF, the parties have executed this Agreement this 23rd day of April, 2020

CITY OF CENTRAL FALLS:

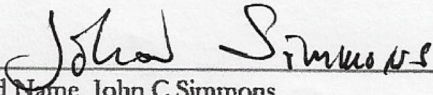
By:   
James Diossa  
Mayor

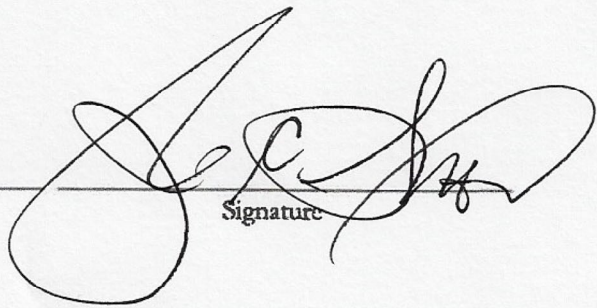
By:   
As to Form and Correctness  
Matthew Jerzyk  
City Solicitor

By:   
Reviewed  
Barbara Addison,  
Director of Finance

Date: 4/23/2020

INDEPENDENT CONTRACTOR:

By:   
Printed Name John C Simmons  
Title: Managing Director  
Public Finance Consulting- LLC

  
Signature

Date: 4/23/2020