

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This is a contract entered into by Hayden Clarkin (hereinafter referred to as “Contractor”) and the City of Central Falls, Rhode Island (hereinafter referred to as “Client”) on this date, the 13th of March, 2017.

WHEREAS, the Client requires the services of Contractor to provide strategic management consulting for the Department of Planning and Economic Development of Central Falls, and Contractor desires to provide such services to the Client as set forth in this Agreement.

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

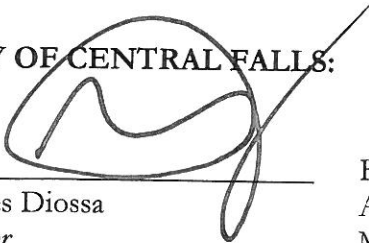
- 1) **Engagement and Acceptance.** The Client hereby engages Contractor to provide strategic management consulting for Department of Planning and Economic Development of Central Falls during the term hereof, and Contractor hereby accepts such engagement and shall assist with any and all functions related to aforementioned consulting services.
- 2) **Relationship of the Parties.** Contractor shall be acting and performing as an independent contractor, relying on her expertise, knowledge, judgment and techniques in performance of her responsibilities hereunder. The parties agree that the Client is not the employer and the Contractor is not the employee. Further, that neither party shall be considered to be the agent of the other.
- 3) **Compensation.** The Client shall pay the Contractor for services rendered at a monthly stipend of \$10 per hour, not to exceed \$15,600.00. Payment shall be rendered to the Contractor monthly.
- 4) **Term.** This Agreement shall commence with the first day of actual service provided, but no later than March 13, 2017 and shall terminate on or about June 30, 2017 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 Client and shall be submitted to the Client 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 Client. 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 Client for payment by the Client, if approved by the Client 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.

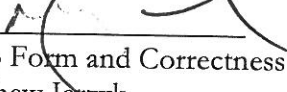
- 7) **Indemnity.** If at any time Contractor shall be made party or shall be threatened to be made party to any pending, threatened or contemplated action, suit or proceeding, whether civil, administrative, or investigative, substantially related to and arising out of the terms of this Agreement, the Client 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:
- 1285 Hartford Ave., Unit 6, Johnston, RI 02919 (Contractor Address)
 - Central Falls City Solicitor, 580 Broad St. Central Falls, RI 02863
- 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.

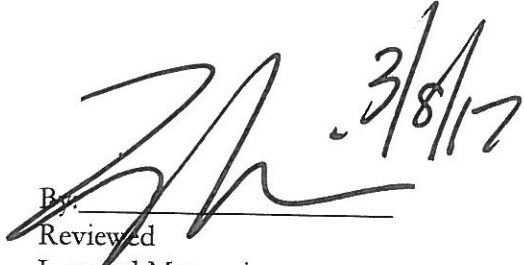
- signature page intentionally on the next page -

IN WITNESS WHEREOF, the parties have executed this Agreement this 13th day of March, 2017.

CITY OF CENTRAL FALLS:

By: 
James Diossa
Mayor


By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By:  3/8/17
Reviewed
Leonard Morganis
Administrative and Finance Officer

Date: 3/13/2017

INDEPENDENT CONTRACTOR:

By: Hayden Clarkin
Printed Name


Signature

Date: 3/13/17