

Consulting Agreement

This agreement, dated as of June 15, 2016, is by and between M&R Strategic Services, Inc., ("M+R"), a public affairs firm incorporated in the state of New York, and Central Falls Mayor's Youth Council ("Consultant").

WITNESSETH

WHEREAS, M+R desires to avail itself of the expertise and services of Consultant and Consultant desires to make its expertise and services available to M+R upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the agreements below, the parties agree as follows:

1. **CONSULTING SERVICES.** Consultant agrees to perform the services outlined below during the term of the Agreement:

- Recruit 5 youth to participate in two training sessions (July and September) and conduct surveys;
- Provide transportation and supervision to youth in conducting surveys towards a goal of 800 surveys collected by September 15th;
- Work in collaboration with the Boys & Girls Club of Pawtucket staff and youth to conduct the surveys; and
- Provide transportation and supervision to youth in presenting survey results to key decision-makers (up to four meetings).

Consultant will not distribute any materials related to work under this Agreement without getting approval from M+R; this includes, but is not limited to, news releases, position papers and mass mailings, including email.

Consultant will use its best efforts and devote the necessary time and attention to promote the interests of M+R during the term of this Agreement.

All work performed under this Agreement will be performed by Boys & Girls Club of Pawtucket.

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence

on June 15, 2016, and shall end on October 15, 2016, or on such date as is otherwise agreed by both parties in writing. Termination may occur at any time, at the discretion of either Consultant or M+R upon 10-days written notice to the other.

3. COMPENSATION.

a. Rate of Compensation. The compensation for services hereunder shall be \$2,500, paid in two equal installments (upon contract execution and M+R receipt of payment by American Heart Association, and in October, upon project completion) of \$1,250 each. Such compensation may be adjusted by the mutual agreement of the parties as evidenced by a written addendum to this Agreement. Consultant must provide M+R with an invoice that includes the project reference ANCHOR - RI to ap@mrss.com. Payment will not be made until M+R receives a completed IRS Form W-9 from Consultant, and M+R has been paid by its primary client for the work completed by the Consultant.

b. Payment Upon Early Termination. In the event of early termination of this Agreement for any reason, M+R shall no longer be obligated to make any payments to Consultant. However, any payments due for services satisfactorily rendered prior to such termination, but not yet made in full, shall be due and payable within 30 days of the receipt of notice of termination by either of the parties.

c. Reimbursement of Expenses. Consultant shall be entitled to reimbursement for reasonable out-of-pocket expenses such as courier, mail services, long distance phone calls and other necessary Services, upon presentation of an itemized invoice, incurred in connection with the Services provided to M+R under this Agreement, provided expenses are approved by M+R. Expenses will be reimbursed within 30 days of presentation of invoice, provided copies of all expenses are included.

4. CONFIDENTIALITY. Each party agrees that it will not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than persons employed or designated by that party) of, any knowledge or information of any type whatsoever of a confidential nature relating to the business of the other party, including business relating to Services rendered under this Agreement, or any other entity related thereto unless and only to the extent that such knowledge or information is generally known to the public or the trade (and has become known without the commission of a tortious act by the person disclosing the information) or to the extent it is or shall become available in trade or other publications or in the public record.

5. OTHER CONSULTING SERVICES. M+R and Consultant agree that Consultant may provide independent consulting services to other individuals or entities, provided, however, that:

a. Such other independent consulting services shall in no way impair Consultant's ability to provide consulting services to M+R pursuant to this Agreement and

b. Consultant shall observe in full in relation to consulting work performed for other individuals or entities the confidentiality requirements set forth in Section 4 of this Agreement.

6. **INDEPENDENT CONTRACTOR.** Consultant shall perform consulting services pursuant to this Agreement as an independent contractor with respect to M+R, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between Consultant and M+R. As an independent contractor, Consultant is responsible for payment of all applicable obligations to state and/or federal government agencies, including, but not limited to, income tax, unemployment tax, business registration fees, etc.

Consultant is responsible for following all laws governing work under this Agreement by all state and federal regulatory agencies that have authority in matters related to work herein.

7. **OWNERSHIP.** All work created by Consultant for M+R pursuant to this Agreement (the "Materials") shall be a work made for hire under U.S. copyright law. In the event that the Materials are deemed not to be a work made for hire, Consultant hereby transfers and assigns to M+R all right, title and interest (including all copyright rights) in and to the Materials. Consultant understands that it retains no right to use the Materials, in whole or in part, for any purpose outside the scope of this Agreement, without M+R's permission. Consultant understands and acknowledges that the Power Prism®, which M+R may implement in its work with Consultant, is proprietary and may not be reproduced, distributed or modified (in whole or in part) by Consultant without M+R's permission.

8. **SEVERABILITY.** Any provision of this Agreement that is found to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed to be modified to the extent necessary to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of the Agreement shall remain in full force and effect. Modification or severance of a provision in any jurisdiction shall not serve to modify, invalidate or render unenforceable such provision in any other jurisdiction.

9. **WAIVER OF OFFICERS AND DIRECTORS LIABILITY.** Neither party shall have recourse or right of action against any shareholder, officer, director or member, in his or her individual capacity as such, past, present or future, or the other party or of any successor thereto, whether by virtue of any statute or rule of

law or otherwise, all such liability being, by the acceptance hereof and as part of the consideration of the execution hereof, expressly waived and released.

10. **GOVERNING LAW; CAPTIONS.** This document and the attachments to it contain the entire agreement between the parties and shall be governed by the laws of District of Columbia, without regard to its conflict of law rules. It may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.

11. **SURVIVAL.** The provisions of Sections 4, 6, 7, 10 and 11 shall survive any expiration or termination of this Agreement.

12. **PRIOR AGREEMENTS.** This Agreement supersedes and terminates all prior agreements between the parties relating to the subject matter herein addressed.

13. **NOTICES.** Any notice or other communications required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of M+R, to Marlee Miller, COO, 1901 L Street NW, Suite 800, Washington, DC 20036, and Consultant to Parks & Recreation and Community Services City of Central Falls, 580 Broad Street, Central Falls, RI 02863, or such other address as shall have been specified in writing by either party to the other.

IN WITNESS WHEREOF, the Consultant and M+R each has caused this Agreement to be signed by its duly authorized representative as of the day and year appearing above.

By: M&R STRATEGIC SERVICES, INC.

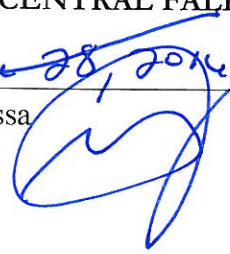
Marlee Miller, COO Date

By: CENTRAL FALLS MAYOR'S YOUTH COUNCIL

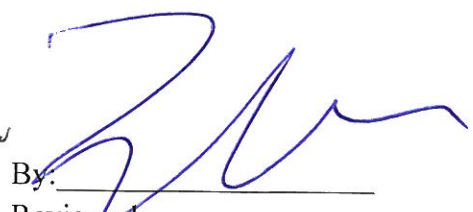
Signature Date

CITY OF CENTRAL FALLS: ^{JD}

By: June 28, 2016
James Diossa
Mayor



By: Matthew Szygal ^{12w}
As to Form and Correctness
Matthew Jerzyk
City Solicitor



By: _____
Reviewed
Leonard Morganis
Administrative and Finance
Officer

6/28/16

Date: June 28, 2016

