

## AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This is a contract entered into by the Rhode Island Public Expenditure Council, RIPEC, (hereinafter referred to as "Contractor") and the City of Central Falls, Rhode Island (hereinafter referred to as "Client") on this date, the 1<sup>st</sup> of December, 2014.

WHEREAS, the Client requires the services of Contractor to research, analyze and make recommendations for city policies and increased efficiencies, including, but not limited to the city's Economic Development Task Force and writing its final report, 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 research, writing and policy-making services to the Client during the term hereof, and Contractor hereby accepts such engagement and shall assist with any and all such research, writing and policy requests.
- 2) **Relationship of the Parties.** Contractor shall be acting and performing as an independent contractor, relying on its expertise, knowledge, judgment and techniques in performance of its 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 \$1,650 per month for a term not to exceed three (3) months. Contractor will render invoices to the Client monthly detailing all relevant services and expenses and Client shall render payment no later than thirty (30) days thereafter, so long as invoice comports with the terms of this Agreement.
- 4) **Term.** This Agreement shall commence with the first day of actual service provided, but no later than December 8, 2014, and shall terminate three (3) months 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 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 her 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 she 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 pre-


approved by the Client. Normal Contractor expenses such as mileage, travel and meals are not covered nor compensated under the terms of this Agreement.

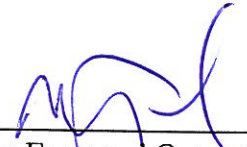
- 7) **Indemnity.** If at any time Contractor shall be made party or shall be threatened to be made party to any pending, threatened or contemplated action, suit or proceeding, whether civil, administrative, or investigative, substantially related to and arising out of the terms of this Agreement, the 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:
  - RIPEC, 86 Weybosset St #5, Providence, RI 02903
  - 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) **Miscellaneous.** Contractor agrees to perform and conduct all assignments in conformity with the law in the jurisdiction in which any work is performed.


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IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF CENTRAL FALLS:**


By:   
James Diossa  
*Mayor and Director of Public Safety*

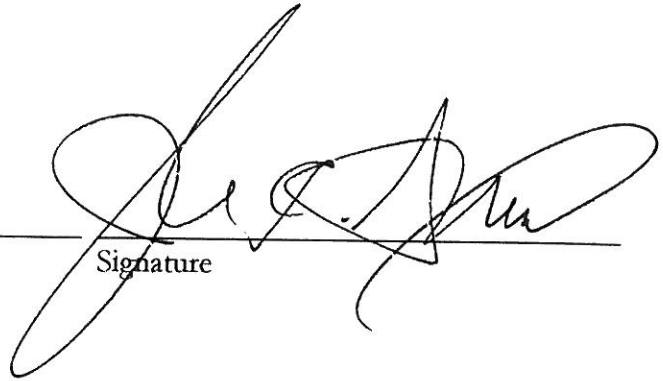
By:   
As to Form and Correctness  
Matthew Jarczyk  
*City Solicitor*

By:   
Reviewed  
Leonard Morganis  
*Administrative and Finance Officer*

Date: \_\_\_\_\_

**CONTRACTOR:**

By:   
Printed Name

  
Signature

Date: 12/01/2014