

ROBERT F. WEBER, ESQ. – ATTORNEY AT LAW

January 5, 2015

The Honorable James A. Diossa
Mayor, City of Central Falls
580 Broad Street
Central Falls, RI 02863

**RE: Engagement Letter for Executive Director,
Central Falls Nuisance Task Force & Assistant City Solicitor**

The purpose of this letter is to set forth the terms of this engagement. The scope of engagement includes all duties and responsibilities relative to the above-referenced position as outlined in the City's October 20, 2014 job posting entitled "Executive Director, Central Falls Nuisance Task Force & Assistant City Solicitor."

Consistent with the City's December 22, 2014 offer, I will serve as an independent contractor for thirty (30) hours per week, at a rate of \$44,000.00 per year. In addition, I will pass through to the City all out-of-pocket costs and expenses including, but not limited to, photocopying, postage, long distance telephone calls (if any), filing fees, service of process fees, transcript expenses, witness fees, travel expenses, computer research charges, fees of experts, consultants or other attorneys engaged for purposes of this engagement. I will pass all costs on without surcharge. Expenses shall not exceed a total of two hundred and fifty dollars (\$250) absent separate authorization from the Mayor's office. Invoices will be sent to your office monthly. Payment shall be due within thirty (30) days of the statement, but in no event more than forty-five (45) days after receipt.

Consistent with the Rules of Professional Conduct for Attorneys in Rhode Island, I reserve the right to withdraw from representing the City for a variety of reasons including, but not limited to, the City's breach of this agreement, the City's failure to pay for my services when due as provided in this agreement, the City's refusal to cooperate with me or to follow my advice on any material matter, a disagreement with the City as to my proposed course of conduct, or any fact or circumstance that would render my continuing representation unlawful or unethical.

The City reserves the right to terminate this agreement at any time and for any reason. In the event that my representation of the City is terminated, at the City's request or otherwise, the City shall promptly reimburse me, within thirty (30) days, for all costs and expenses incurred to the date of termination, and pay a fee for services rendered to that date equal to the hourly rate times the hours of unpaid work that have been performed to that point.

This agreement will take effect on January 5, 2015. In the event of any conflict between the date appearing at the beginning of this agreement and the date that I first provided services for the City, the date that I first provided services for the City, beginning on or after January 5, 2015, will govern.

Pursuant to the Rhode Island Rules of Professional Responsibility Rules 1.7, 1.8, 1.9, 1.11 and after a conflicts check, there does not appear to be any conflicts with the representation

outlined in this agreement. The City and I agree that if I were to represent clients before the City including, but not limited to, the executive branch, the legislative branch, housing court, municipal court or any board or commission, I would need informed consent.

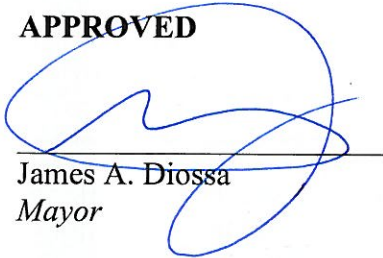
The provisions of this agreement represent the entire agreement between the City and I. If you have any questions or comments relative to this agreement, please do not hesitate to contact me. If the engagement agreement is acceptable to you, please sign and date the two enclosed copies, return one copy to me, and retain one copy for your own records.

Sincerely,



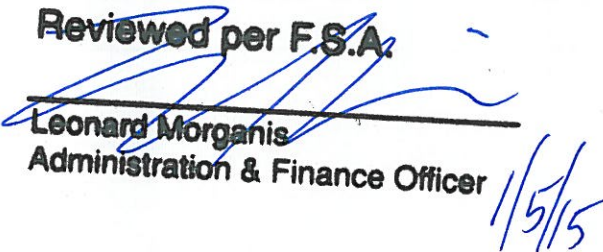
Robert F. Weber, Esq.

APPROVED

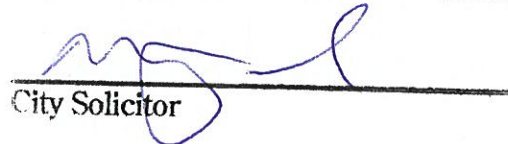

James A. Diossa
Mayor

January 5, 2015
Date

Reviewed per F.S.A.


Leonard Morganis
Administration & Finance Officer
1/5/15

Approved as to form and correctness


City Solicitor