

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This is a contract entered into by Dr. Michael Fine (hereinafter referred to as “Contractor”) and the City of Central Falls, Rhode Island (hereinafter referred to as “Client”) on this date, the First of June 2015.

WHEREAS, the Client requires the services of Contractor to advance public health objectives in the City of Central Falls, including but not limited to the creation of a Neighborhood Health Station, 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 coordination and project management of the city's efforts to create a Neighborhood Health Station on Broad Street, support for all fundraising and grant application activities pertaining to the Neighborhood Health Station initiative, public health related communication services including public speaking and appearances at conferences, and general public health technical assistance to the Client during the term hereof, and Contractor hereby accepts such engagement and shall assist with any and all functions related to the neighborhood health station effort or related public health initiatives targeting the population of the City of Central Falls. No Engagement will involve representing the City before the executive branch of or State Departments of the State of Rhode Island.
- 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 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 an annual stipend of \$10,000.00, for an estimated two hours a week of expended time. Payment shall be rendered to the Contractor quarterly. Should the Client request additional expenditure of time, that time will be billable at the rate of \$300.00 per hour, but only on pre-approval by the Client before services are rendered.
- 4) **Term.** This Agreement shall commence with the first day of actual service provided, but no later than June 1, 2015, and shall terminate one year 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 specific to the City of Central Falls 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

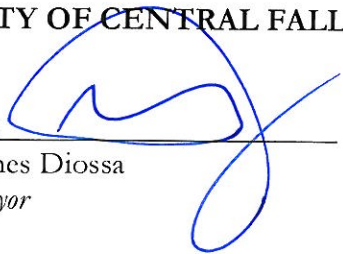
Client. Contractor agrees to keep confidential any and all confidential information she receives during the course of this engagement.

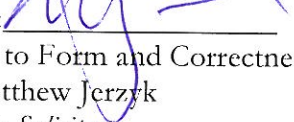
- 6) **Expenses.** All potential expenses related to the services necessary pursuant to the terms of this Agreement shall be timely submitted to the Client for payment by the Client, if pre-approved by the Client .. Normal Contractor expenses such as mileage, travel and meals are not covered nor compensated 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:
 - Michael Fine, M.D. 348 Gleaner Chapel Road Scituate Rhode Island 02857
 - 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 Attached Exhibit One.*
- 11) **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 29th day of July, 2015.

CITY OF CENTRAL FALLS:

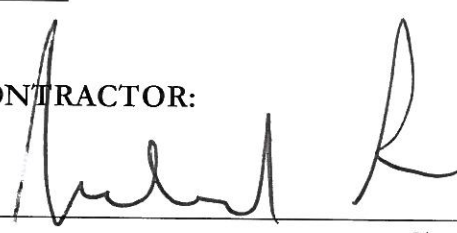
By: 
James Diossa
Mayor

By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: 
Reviewed
Leonard Morganis
Administrative and Finance Officer

Date: _____

INDEPENDENT CONTRACTOR:

By: Michael Fine, M.D. 
Printed Name MICHAEL FINE Signature

Date: July 29 2015

EXHIBIT ONE