



CENTRAL FALLS POLICE DEPARTMENT

160 Illinois Street
Central Falls, Rhode Island 02863
(401) 727-7411 F AX (401) 727-7417

AGREEMENT FOR SERVICES

This is a contract entered into by Candie M. Komorowski (hereinafter referred to as "Consultant") and the Central Falls Police Department by and through the City of Central Falls, Rhode Island (hereinafter referred to as "Client") on this date, the 16th of July, 2014.

WHEREAS, the Client requires the services of Consultant to assist the Client with accreditation for the police department, and Consultant 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 Consultant to provide strategic research, writing and policy-making services for the police department's accreditation process to the Client during the term hereof, and Consultant hereby accepts such engagement and shall assist with any and all functions related to the accreditation process, including, but not limited to, locating and creating policies, implementation of new and updated forms and the filing of proofs and reports that are needed to obtain state accreditation.
- 2) **Relationship of the Parties.** Consultant 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 Consultant 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 Consultant for services rendered at a rate of thirteen dollars (\$13.00) hourly. The Consultant shall not work in excess of thirty (30) hours per week nor in excess of ten (10) weeks. As such, the maximum compensation to the Consultant under this Agreement is \$13.00 per hour times 30 hours per week times 10 weeks totaling \$3,900. Consultant will render invoices to the Client weekly 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 July 31, 2014, and shall terminate ten (10) weeks from the first day of actual service and shall not be continued without the written agreement of both parties.

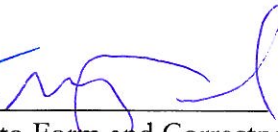
- 5) **Intellectual Property and Confidentiality.** All intellectual property developed as a result of this Agreement is the sole property of the Client and shall be submitted to the Client in digital and paper form prior to the termination of this Agreement. Consultant does, however, reserve the right to retain a copy of all such documents for her records. Consultant may not re-sell, re-distribute or share any work product produced under the terms of this Agreement without written permission from the Client. Consultant 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 approved by the Client and relevant to the state accreditation process. Normal consultant expenses such as mileage, travel and meals are not covered nor compensated under the terms of this Agreement.
- 7) **Indemnity.** If at any time Consultant 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 Consultant 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 Consultant 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 Consultant.
- 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:
 - Candie M. Komorowski, 24 Cruise Street, Warwick RI 02888, cmk2784@yahoo.com
 - Central Falls Police Department, Attn: Major Daniel J. Barzykowski, 160 Illinois Street, Central Falls, RI 02863, DBarzykowski@centralfallspolice.com
- 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.** Consultant agrees to perform and conduct all assignments in conformity with the law in the jurisdiction in which any work is performed.

- signature page on the next page -

IN WITNESS WHEREOF, the parties have executed this Agreement this 16th day of July, 2014.

CITY OF CENTRAL FALLS:

By: 
James Diossa
Mayor and Director of Public Safety

By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: 
Reviewed
Leonard Morganis
Administrative and Finance Officer

Date: 7-16-14

CANDIE M. KOMOROWSKI:

By: Candie M. Komorowski
Printed Name

Candie Komorowski
Signature

Date: 7/17/14