

## AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This is a contract entered into by Vernon Project Management, INC. (hereinafter referred to as "Contractor") and the City of Central Falls, Rhode Island (hereinafter referred to as "City") on this date, the 2<sup>th</sup> of February, 2018.

WHEREAS, the City requires the following services of Contractor and Contractor desires to provide the following services to the City as set forth in this Agreement:

- Owner's Project Management services in completing the city's Main Street Business Improvement Program.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and undertakings hereinafter set forth, the parties hereby agree as follows:

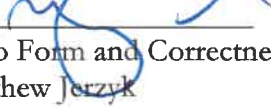
- 1) **Engagement and Acceptance.** The City hereby engages Contractor to provide the aforementioned services to the City during the term hereof, and Contractor hereby accepts such engagement.
- 2) **Relationship of the Parties.** Contractor shall be acting and performing as an independent contractor, relying on his expertise, knowledge, judgment and techniques in performance of his responsibilities hereunder. The parties agree that the City is not the employer and the Contractor is not the employee; as such, the Contractor is not entitled to Worker's Compensation from the City. Further, that neither party shall be considered to be the agent of the other unless otherwise agreed to in writing.
- 3) **Compensation.** The City shall pay the Contractor for services rendered the following amount: SIXTY-FIVE DOLLARS (\$65.00) per hour, by June 30, 2018. The Contractor shall not work in excess of the compensation or time agreed to in this Agreement unless otherwise agreed to in writing. Contractor will render invoices to the City monthly detailing all relevant services and expenses and City shall render payment no later than thirty (30) days thereafter, so long as said invoice comports with the terms of this Agreement.
- 4) **Term.** This Agreement shall commence when this Agreement is fully executed and shall terminate on June 30, 2018, 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 City and shall be submitted to the City 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 City. 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 City for payment by the City, if pre-approved in writing by the City. Normal Contractor expenses such as mileage, travel and meals are not covered nor compensated under the terms of this Agreement.
- 7) **Release and Indemnification.** The Contractor hereby releases and forever discharges the City from any and all claims, including, but not limited to, personal injury claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, which they now have or may hereafter have or claim to have, as a result of or in any way relating to the aforementioned services. The Contractor agrees to indemnify and hold harmless the City and its agents and employees from any and all claims or lawsuits for damages or injuries of any kind or nature which occur as a result of or arising out of the aforementioned services. 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 City will not 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, unless the Contractor was acting in his official capacity with the Planning Department or the parties otherwise agree to as such in writing and the writing is duly executed by the parties; but in neither case shall the indemnification cover allegations of gross negligence or intentional acts, breaches or torts.
- 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:
- Vernon Project Management, Inc., PO Box 1642, North Kingstown, RI 02852
  - 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.
- 11) **Additional Requirements.**
- a. If the Contractor will or may work with minors under the age of eighteen (18), the Contractor must submit an authorized BCI check from the Attorney General of Rhode Island's BCI Unit before any work or services may commence. The relevant Director retains full authority, and the Contractor concedes such authority, to immediately terminate this Agreement if the BCI check is submitted with a criminal record that conflicts with the proposed services.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15<sup>th</sup> day of November, 2017.

**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: 2-6-18

**CONTRACTOR:**

By: Vernon Project Mgt. Inc.   
Printed Name Signature

Address: PO Box 1640 N. Kingstown, RI

Phone: 401-264-0926 Email: vernonproject@gmail.com

Date: 1/31/18

