

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is entered into this 27th day of February, 2014, by and between Michael D'Amico (the "Consultant") of 77 Blackstone Boulevard, Providence, Rhode Island 02906, and the City of Providence (the "City") (jointly, the "parties").

WHEREAS, the City is in need of assistance in the area of budget preparation and financial analysis; and

WHEREAS, Consultant has agreed to perform consulting work for the City to prepare the Fiscal Year 2015 city budget and other related activities;

NOW, THEREFORE, the parties hereby agree as follows:

1. Consultant's Services. Consultant shall be available and shall provide to the City professional services in the area of finance and budgeting ("Consulting Services") as needed and requested.

2. Consideration.

A. Rate. In consideration of the Services to be performed by Consultant under this Agreement, the City will pay Consultant at the rate of \$200 per hour (Consultant's standard rate of \$400/hour with a 50% city discount applied), for time spent on Consulting Services. Consultant shall submit written, signed reports of the time spent performing Consulting Services, itemizing in reasonable detail the dates on which services were performed, the number of hours spent on such dates and a brief description of the services rendered. The City shall pay Consultant the amounts due pursuant to submitted reports within thirty (30) days after such reports are received by the City.

B. Expenses. The City will pay Consultant for the travel (excluding travel between the Consultant's home and City Hall) and any other miscellaneous expenses such as parking incurred while this Agreement between Consultant and the City remains in effect. Consultant shall submit written documentation and receipts (where available) itemizing the dates on which expenses are incurred. The City shall pay Consultant the amounts due pursuant to submitted reports within thirty (30) days after a report is received by the City.

3. Independent Contractor. Nothing contained herein, or in any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between the City and Consultant. Consultant is an independent contractor and not an employee of the City. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the Services rendered hereunder. It is understood that the City will not withhold any amounts for payment of taxes from the Consultant's compensation. Consultant will not represent to be nor hold himself out as an employee of the City. Consultant acknowledges that he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the City's regular employees. Any and all sums subject to

deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws shall be Consultant's sole responsibility

4. Confidentiality. In the course of performing consulting services, the parties recognize that Consultant may come in contact or become familiar with information which the City may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate City personnel or their designees.

5. Lobbying. During the term of this Agreement, the Consultant shall not engage in any conduct which would constitute "lobbying" pursuant to the Providence Code of Ordinances, Sec. 2-265.

6. Term. This Agreement shall commence on March 17, 2014 and shall terminate on June 30, 2014, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon thirty (30) days' prior written notice. By mutual agreement, the parties may extend this Agreement for an additional term of six (6) months on the same terms and conditions as set forth herein. Such intent to extend shall be agreed on or before June 30, 2014.

WHEREFORE, the parties have executed this Agreement as of the date written above.

City of Providence: Azul Tavares

By: 2/27/14

Date: Mayor

Consultant: Michael D'Amico
By: Michael D'Amico

Date: 2/27/14

Approved as to form and correctness:

Jeffrey M. Padwa
Jeffrey M. Padwa, City Solicitor