



**Central Coventry Fire District  
Regular Board of Directors Meeting**

Westwood Estates Clubhouse, 1A Liena Rose Way, Coventry, RI 02816

April 25, 2019 at 6:30 PM

**Board of Directors**

Fred Gralinski-President/Chairman, Sandy Lukowicz-Vice President, Daniel Lantz, Jr.,  
Richard Polselli, Cynthia Fagan-Perry, Ronald Flynn, Carl Mattson

---

**Agenda**

Call to Order	Fred Gralinski, Chairman
Pledge of Allegiance	Fred Gralinski, Chairman
Roll Call – Quorum Determination	Fred Gralinski, Chairman
Safety Instructions	Fred Gralinski, Chairman

**APPROVAL OF MEETING MINUTES**

1. Feb 27, 2019.

**DEPARTMENT REPORTS:**

1. Fire Chief's Report.
2. District Administrator's Report
3. District Manager's Report

**OLD BUSINESS:**

**NEW BUSINESS:**

1. Google Funds request by District Manager for public safety expenditures. (Discussion/Action)
2. Update on Cox Communications transition. (Discussion/Action)
3. Resolution to create capital and escrow accounts restricted for litigation use or capital expenditures. (Discussion/Action)
4. Authorization and delegation of authority for District Manager to sell Washington Station; to engage real estate broker services for the same; and, to present a sale that is in the best interests of the District. (Discussion/Action)
5. Ratification of MRP contract. (Discussion/Action)
6. Update from legal counsel on pending matters (only public, non-confidential and non-personnel matters to be mentioned). (Discussion only)

7. Update and discussion about streetlight program; PRISM; and related matters.  
(Discussion/Action)
8. Update on mobile home tax collections efforts. (Discussion/Action)

**PUBLIC COMMENT**

**NEXT SCHEDULED MEETING**

- **Next Regular Board of Directors Meeting, May 23, 2019.**

**ADJOURNMENT**

Chairman Fred Gralinski




# Board of Directors Meeting

## Attendance Sign-In Sheet

April 25, 2019

### Board of Directors

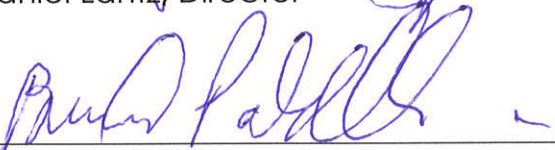
  
Fred Gralinski, Chairman

  
Sandy Lukowicz, Vice-Chairwoman

  
Cynthia Fagan-Perry, Director

g   
Ronald Flynn, Director

i   
Daniel Lantz, Director

z   
Richard Polselli, Director

  
Carl L. Mattson, Director


### Fire District

  
Gayle Corrigan, District Manager

  
David D'Agostino, Esq.

  
Frank Brown, Chief

  
Daniel Kaplan, District Administrator

  
Linda Dykeman

**CENTRAL COVENTRY FIRE DISTRICT**  
**Regular Meeting of the Board of Directors**  
**April 25, 2019 @ 6:30 PM**  
**Westwood Estates Clubhouse**

The meeting was called to order by President Gralinski at 6:30 PM. A quorum was present consisting of: President Gralinski, Vice-President Lukowicz, Cindy Fagan-Perry, Ron Flynn, Carl Mattson, Daniel Lantz and Richard Polselli. District Manager Gayle Corrigan, District Administrator Daniel Kaplan, Chief Frank Brown, Legal counsel David M. D'Agostino, Esq. of Gorham & Gorham and Finance Manager Linda Dykeman were also present. After the pledge, President Gralinski reviewed safety instructions for exiting the room.

A motion to accept the minutes from February 27, 2019, after the addition of Accountant Linda Dykeman was added to those present, was made by Director Fagan-Perry, seconded by Director Mattson and approved. Director Lantz abstained as he was not present at the February 27<sup>th</sup> meeting.

Chief Frank Brown read the Fire Chief's Report into the record. A motion to accept the Chief's report was made by Director Fagan-Perry, seconded by Director Lukowicz and unanimously approved.

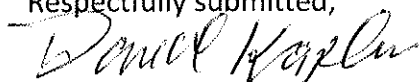
District Administrator Kaplan read the Tax Collection Report into the record. A motion to accept the Administrator's report was made by Director Fagan-Perry, seconded by Director Lantz and unanimously approved.

The District Manager's Financial Report was read into the record by District Manager Corrigan. A motion to accept the report was made by Director Fagan-Perry, seconded by Vice President Lukowicz and unanimously approved.

Under New Business, a motion to approve the creation of capital and escrow accounts for litigation or capital expenditures was made by Director Mattson, seconded by Director Lantz and unanimously approved. A motion to authorize and delegate authority to the District Manager to sell the Washington Station; to engage real estate broker services for the same; and to present a sale that is in the best interests of the District was made by Director Lantz, seconded by Vice President Lukowicz and unanimously approved. A motion to approve the ratification of MRP contract was made by Director Polselli, seconded by Director Flynn and unanimously approved. Also discussed was Google Funds request for public safety expenditures, an update on the Cox Communications transition, an update from legal counsel on pending matters (only public, non-confidential and non-personnel matters to be mentioned) and an update on mobile homes tax collection efforts were discussed. An update and discussion about street light program; PRISM and related matters was tabled.

A motion to adjourn was made by Director Lantz, seconded by Director Mattson and unanimously approved.

Respectfully submitted,



Daniel Kaplan.  
District Administrator



# ***CENTRAL COVENTRY***

## ***FIRE DISTRICT***

---

**Chief Frank Brown**  
240 Arnold Rd  
Coventry, RI 02816  
(401) 825-7800

**FIRE – RESCUE – EMS – FIRE PREVENTION**

**OFFICE of the CHIEF of DEPARTMENT**

April 25, 2019

Summary of Operation activities:

### **PERSONNEL**

Currently we have 26 members on staff. 1 member on long term injury (OJI). 3 members on short term (OJI) and one Probationary firefighter in the Municipal Fire Academy and scheduled to graduate on May 17<sup>th</sup>.

TOTAL PERSONNEL - 31

### **EMERGENCY INCIDENTS**

- \*Total Incidents ending March 31st 2019 were 919 for a daily average of 10 calls.
- \*Crews assisted Western Coventry Fire District with a structure fire.
- \*Crews responded to two motor vehicle accidents that required extensive extrication to free the victims.
- \*A Structure Fire on Hope Furnace Road required the assistance of mutual aid Tanker Trucks. Fire was ruled Accidental per RI State Fire Marshal.

### **APPARATUS**

- \*All vehicles are operating properly at this time.
- \*Marine 7 is scheduled to be placed back in service on Johnsons Pond by mid May.

### **EQUIPMENT**

- \*All portable equipment is up and running properly at this time.



# ***CENTRAL COVENTRY***

## ***FIRE DISTRICT***

---

**Chief Frank Brown**  
240 Arnold Rd  
Coventry, RI 02816  
(401) 825-7800

**FIRE – RESCUE – EMS – FIRE PREVENTION**

**OFFICE of the CHIEF of DEPARTMENT**

### **STATIONS**

\*Station 4 generator project has been completed.

### **FIRE MARSHAL'S OFFICE**

\*Department Fire Marshals continue to work countless hours on Smoke Detector Inspections, Plan Reviews, Fire Alarm Reviews, Fire Investigations and follow-up inspections on issued violations.

### **TRAINING**

\*Department personnel have completed online training of NFPA 3000 Standard for Preparedness and Response to Active Shooter or Hostile Events.

\*Active shooter exercise was held at Coventry High School in conjunction with Coventry Police Department.

\*State Fire Marshals Office presented two trainings. Bomb Squad Operations and Fire Investigations and Scene Preservation.

Thanks to the Officers and Firefighters for what they do each and everyday!

Respectfully submitted

A handwritten signature in black ink, appearing to read "Frank M. Brown".

Frank M. Brown  
Chief

**STATE OF RHODE ISLAND  
CENTRAL COVENTRY FIRE DISTRICT  
RESOLUTION NO. 19-02**

**RESOLUTION TO AUTHORIZE RESTRICTED ACCOUNTS**

**WHEREAS**, the Board of Directors (“Board”) of the Central Coventry Fire District (“CCFD”) is the governing body of the CCFD; and,

WHEREAS, the Board recognizes that it is in the best interest of the CCFD, and consistent with the Board’s business judgment, that restricted accounts should be established for purposes of escrow (for litigation purposes) and for capital expenditures (collectively, “restricted accounts”); and,

**WHEREAS**, the funds in the escrow account if not allocated and encumbered for litigation purposes, shall be restricted to capital expenditures for the betterment of the CCFD’s capital program(s) as may be established by the Board from time to time.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. **THE BOARD OF DIRECTORS OF THE CENTRAL COVENTRY FIRE DISTRICT HEREBY ESTABLISHES THE FOLLOWING AS RESTRICTED ACCOUNTS WITH WHATEVER FINANCIAL INSTITUTION THE CCFD SHALL CONDUCT BUSINESS.**

- Escrow Account (litigation purposes); and,
- Capital Expenditures

2. **EFFECTIVE DATE**

**This Resolution shall become effective upon passage.**

I hereby certify that the foregoing Resolution was adopted by the Honorable Board of Directors of the Central Coventry Fire District at a regular meeting held on the 25<sup>th</sup> day of April 2019.

Attest:

\_\_\_\_\_  
Danny Kaplan,  
District Clerk

\_\_\_\_\_  
Fred Gralinski,  
President, Chairman, Board of Directors



# CENTRAL COVENTRY FIRE DISTRICT



## TAX COLLECTORS REPORT

The following is the activity for the month of March 2019

### Taxes Collected

2018	\$	139,663.78
2017	\$	31,241.27
2016	\$	1,045.26
Prior Years	\$	666.93

**Interest/Penalty Collected** \$ 20,771.87

**Total** \$ **193,389.11**

### Outstanding Taxes

2018	\$	1,585,622.69
2017	\$	87,844.25
2016	\$	37,540.04
Prior Years	\$	96,050.93
<b>Total</b>	<b>\$</b>	<b>1,807,057.91</b>

Central Coventry Fire District Fiscal Year 2019 Budget to YTD March, 2019

	FY19 March, 2019			
	(Approved)	YTD	Remaining	
			% YTD	
			Notes	
<b>39000 Tax Revenue</b>			58%	
39100 Tax Levy - Current Year	3,811,090	2,593,285	1,217,805	68%
39201 Tax Levy - Prior Years	335,000	232,266	102,734	69%
<b>Total 39000 Tax Revenue</b>	<b>4,146,090</b>	<b>2,825,551</b>	<b>1,320,539</b>	<b>68%</b>
<b>39500 Department Revenue</b>				
39600 Rescue Run Recovery	700,000	425,501	274,499	61%
39700 Fire Marshal Services	65,500	25,979	39,521	40%
39800 Detail Reimbursement	12,000	7,225	4,775	60%
<b>Total 39500 Department Revenue</b>	<b>777,500</b>	<b>458,706</b>	<b>318,794</b>	<b>59%</b>
<b>39900 Other Revenue</b>				
39930 Interest & Penalties on Taxes	115,000	67,652	47,348	59%
39940 Asset Sales/Misc Revenue	100	2,000	(1,900)	2000% State grant
<b>Total 39900 Other Revenue</b>	<b>115,100</b>	<b>69,652</b>	<b>45,448</b>	<b>61%</b>
<b>TOTAL DISTRICT REVENUE</b>	<b>\$ 5,038,690</b>	<b>\$ 3,353,909</b>	<b>\$ 1,684,781</b>	<b>67%</b>
<b>40000 Administrative</b>				
40100 Audit/CPA Services	15,000	15,000	-	100%
40200 Board Meetings	2,500	857	1,643	34%
40210 Board Member Stipends	14,000	14,000	-	100%
40220 Finance Director/Treasurer	60,000	34,125	25,875	57%
40230 Administrative Insurance and HR Initiatives	1,739	433	1,306	25%
40300 Tax Collecting Expense	11,000	9,041	1,959	82%
40400 Legal - General	20,000	5,815	14,185	29%
40500 Office/Miscellaneous	1,500	159	1,341	11%
40510 Bank Fees	500	95	405	19%
40600 Dues and Subscriptions	2,500	743	1,757	30%
40700 Accounting and Payroll Costs	2,000	1,849	151	92%
40800 Administrative Service Contracts	10,500	7,255	3,245	69%
40850 Software and Hardware	20,000	5,814	14,186	29%
<b>Total 40000 Administrative</b>	<b>161,239</b>	<b>95,187</b>	<b>66,052</b>	<b>59%</b>
<b>50000 Operations</b>				

Central Coventry Fire District Fiscal Year 2019 Budget to YTD March, 2019

	FY 19 (Approved)	March, 2019 YTD	Remaining	% YTD	Notes
50200 Rescue Recovery Fees	30,000	13,096	16,904	44%	
50250 Fuel	43,000	21,508	21,492	50%	
50300 Insurance - General Liability and Property	60,000	34,581	25,419	58%	
50720 Repairs and Maintenance - Station	20,000	12,626	7,374	63%	
50730 Repairs and Maintenance - Vehicles and Apparatus	100,000	49,028	50,972	49%	
50810 Supplies - Fire and Gear	40,000	23,252	16,748	58%	
50830 Supplies - Rescue	25,000	17,013	7,987	68%	
50840 Supplies - Station	6,500	8,668	(2,168)	133%	
50845 Telecommunication System	2,500	2,500	-	100%	
50850 Telecommunications	12,500	6,087	6,413	49%	
50920 Electric - Stations	4,000	4,035	(35)	101%	
50930 Gas - Stations	3,500	5,872	(2,372)	168%	
50940 Oil - Stations	12,500	12,557	(57)	100%	
50960 Water - Stations	600	347	253	58%	
<b>Total 50000 Operations</b>	<b>360,100</b>	<b>211,171</b>	<b>148,929</b>	<b>59%</b>	
<b>60000 Personnel Costs-Union</b>					
60105 Salaries	1,873,995	1,075,114	798,881	57%	
60110 Collateral (Fire Marshal)	50,000	18,910	31,090	38%	
60120 Overtime	375,000	261,225	113,775	70%	
60130 Holiday	86,289	60,179	26,110	70%	
60150 Detail	11,500	4,011	7,489	35%	
60170 Out of Rank	2,500	1,302	1,198	52%	
60180 Clothing Allowance	18,900	7,000	11,900	37%	
60190 Health Opt-out	16,000	-	16,000	0%	
60200 Payroll Tax	190,499	111,006	79,493	58%	
60210 Municipal State Pension	524,964	228,342	296,622	43%	
61000 Medical Insurance - Union	276,407	161,766	114,641	59%	
61100 HRA Medical Costs	25,000	27,536	(2,536)	110%	
61200 Dental Insurance - Union	26,117	18,204	7,913	70%	
61300 HR/SA Account Fees	2,500	1,350	1,150	54%	
61400 Life Insurance	5,208	5,208	-	100%	
61500 PEHP	36,851	-	36,851	0%	
62000 Injured On Duty Insurance	119,000	78,725	40,275	66%	
63000 Training/Academy	20,000	7,331	12,669	37%	
63200 Recruitment	1,500	537	964	36%	
<b>Total 60000 Personnel Costs-Union</b>	<b>3,662,230</b>	<b>2,067,746</b>	<b>1,594,485</b>	<b>56%</b>	

Central Coventry Fire District Fiscal Year 2019 Budget to YTD March, 2019

	FY 19 (Approved)	March, 2019 YTD	Remaining	% YTD	Notes
<b>70000 Personnel Costs - Administrative</b>					
70100 Administrative Salaries/Compensation	160,000	95,123	64,877	59%	
70200 Administrative Payroll Taxes	4,000	2,093	1,907	52%	
<b>Total 70000 Personnel Costs - Administrative</b>	<b>164,000</b>	<b>97,216</b>	<b>66,784</b>	<b>59%</b>	
<b>80000 Retirees/Separation Costs</b>					
80100 Medical Insurance - Retiree	100,000	55,837	44,163	56%	
80200 Dental Insurance - Retiree	8,500	4,644	3,856	55%	
80700 Separation Payouts	56,000	-	56,000	0%	
<b>Total 80000 Retirees/Separation Costs</b>	<b>164,500</b>	<b>60,481</b>	<b>104,019</b>	<b>37%</b>	
<b>90000 Other Expenditures</b>					
90100 Hydrants	267,120	135,267	131,853	51%	
90200 Street Lights	192,000	32,194	159,806	17%	Court
91000 Capital Purchases	-	25,360	(25,360)		Generator
92000 Lease/Interest Expense	30,000	-	30,000	0%	
95000 Claim Payments/Other	37,500	11,000	26,500	29%	
<b>Total 90000 Other Expenditures</b>	<b>526,620</b>	<b>203,821</b>	<b>322,799</b>	<b>39%</b>	
	<b>\$ 5,038,689</b>	<b>\$ 2,735,621</b>	<b>\$ 2,303,068</b>	<b>54%</b>	

**SURPLUS/(DEFICIT)**  
 Adjustment Timing Tax Collection (58%)  
 Adjusted Surplus/(Deficit)

\$ 0 \$ 618,288  
 370,149  
 \$ 248,138

**STATE OF RHODE ISLAND  
CENTRAL COVENTRY FIRE DISTRICT  
RESOLUTION NO. 19-02**

**RESOLUTION TO AUTHORIZE RESTRICTED ACCOUNTS**

**WHEREAS**, the Board of Directors (“Board”) of the Central Coventry Fire District (“CCFD”) is the governing body of the CCFD; and,

WHEREAS, the Board recognizes that it is in the best interest of the CCFD, and consistent with the Board’s business judgment, that restricted accounts should be established for purposes of escrow (for litigation purposes) and for capital expenditures (collectively, “restricted accounts”); and,

**WHEREAS**, the funds in the escrow account if not allocated and encumbered for litigation purposes, shall be restricted to capital expenditures for the betterment of the CCFD’s capital program(s) as may be established by the Board from time to time.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. **THE BOARD OF DIRECTORS OF THE CENTRAL COVENTRY FIRE DISTRICT HEREBY ESTABLISHES THE FOLLOWING AS RESTRICTED ACCOUNTS WITH WHATEVER FINANCIAL INSTITUTION THE CCFD SHALL CONDUCT BUSINESS.**

- Escrow Account (litigation purposes); and,
- Capital Expenditures

2. **EFFECTIVE DATE**

**This Resolution shall become effective upon passage.**

I hereby certify that the foregoing Resolution was adopted by the Honorable Board of Directors of the Central Coventry Fire District at a regular meeting held on the 25<sup>th</sup> day of April 2019.

Attest:

\_\_\_\_\_  
Danny Kaplan,  
District Clerk

\_\_\_\_\_  
Fred Gralinski,  
President, Chairman, Board of Directors

**STATE OF RHODE ISLAND  
CENTRAL COVENTRY FIRE DISTRICT  
RESOLUTION NO. 19-01**

**RESOLUTION TO AUTHORIZE BANK ACCOUNT SIGNATORY AUTHORITY**

**WHEREAS**, the Board of Directors (“Board”) of the Central Coventry Fire District (“CCFD”) is the governing body of the CCFD;

**WHEREAS**, the Board from time to time shall establish bank accounts with financial institutions in order to transact the business of the CCFD; and,

**WHEREAS**, the Board shall establish which individuals shall have the authority to be signatories to said accounts.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. **THE BOARD OF DIRECTORS OF THE CENTRAL COVENTRY FIRE DISTRICT HEREBY ESTABLISHES THAT THE BELOW-NAMED INDIVIDUALS SHALL BE SIGNATORIES ON ALL BANK ACCOUNTS IN THE NAME OF THE CCFD UNTIL FUTURE NOTICE.**

- **Sandy Lukowicz, Vice President of the Board of Directors;**  
and,
- **Linda Dykeman, Finance Manager (under the terms of a contract/engagement agreement.)**

2. **EFFECTIVE DATE**

**This Resolution shall become effective upon passage.**

I hereby certify that the foregoing Resolution was adopted by the Honorable Board of Directors of the Central Coventry Fire District at a regular meeting held on the 25<sup>th</sup> day of April, 2019.

Attest:

\_\_\_\_\_  
Danny Kaplan  
District Clerk

\_\_\_\_\_  
Fred Gralinski,  
President, Chairman, Board of Directors

Management Resource Partners, Inc.  
50 Paterson Avenue  
Warwick, RI 02886

April 25, 2019

Mr. Fred Gralinski  
President, Board of Directors, Central Coventry Fire  
District c/o Mr. David D'Agostino, Esq.  
Gorham & Gorham,  
Incorporated 25  
Danielson Pike  
North Scituate, RI 02857

Re: Engagement of Management Resource Partners, Inc.

Dear Mr. Gralinski:

The purpose of this letter is to outline the engagement ("Engagement") of Management Resource Partners, Inc., a Rhode Island corporation (the "Company"), by the Central Coventry Fire District (the "District"), acting by and through its Board of Directors (the "Board") who have been duly elected pursuant to R.I. Public Law, 2006, Chapter 492 (the "District Charter"), upon and subject to the terms and conditions set forth herein.

The purpose of the Engagement is to provide District Manager, Finance Manager, and Administrative services to the District as required by law, By-Laws, and as directed and/or requested by the Board.

1. Services to be Provided by the Company.

A. District Manager Position.

Services under this Engagement will be provided by a District Manager (Gayle A. Corrigan) assigned to the District by the Company, include, but are not limited

to the following:

- Develop and manage annual and multi-year budgets and forecasts
- Manage District assets including all aspects of acquisition, disposition, and insurance
- Develop, implement and maintain District purchasing policy, including annual vendor request for proposal (RFP) or request for quotation (RFQ) process
- Conduct research and analysis to support the Board in strategic decisions; review and rationalization of District services given revenue considerations; analysis, recommendations and implementation of cost saving measures, waste reduction and service-delivery enhancements; and implementation of revenue generating and capital initiatives as well as other programs requested by the Board
- Oversee all District contracts; review, negotiate and renegotiation, as requested by the Board and where applicable, labor contracts, third-party (vendor) agreements, including, without limitation, IT and communications, insurance and employee benefits programs
- Oversee all District health benefits
- Oversee routine legal matters such as employee claims, workers' compensation, contract disputes, and the like; and, providing recommendations to the Board regarding same

B. Finance Manager Position.

Services under this Engagement will be provided by a Finance Manager (Linda S. Dykeman) assigned to the District by the Company, include, but are not limited to the following:

- Develop, implement, and maintain internal controls
- Oversee cash management and credit card management
- Maintain integrity of all accounts and funds; review tax rolls to mitigate past due balances; oversee tax collection function including annual tax sale
- Perform internal and external financial reporting, including financial statement preparation
- Oversee annual audit; including OPEB monitoring and reporting
- Oversee weekly, monthly, and annual payroll liability payments, including



but not limited to MERS, payroll taxes, and PEHP benefits; maintain integration and management of payroll software

C. Administrative Personnel.

In addition to the District Manager and Finance Manager personnel listed above, the Company will provide the following staff to the District: (1) full-time and (1) part-time staff and such additional part-time staff as needed to assist in administrative functions, including, but not limited to support of Tax Collection function, Clerk functions, Payroll and Bookkeeping functions, Human Resource functions and such other necessary functions as may be assigned by the District Manager, Finance Manager, or the Board.

Individuals assigned to the District under this Engagement will be employees of the Company and not of the District, and will be subject to the Company's rules, regulations, employment policies, etc., at all times. The Company will be fully responsible for payment of the salaries, benefits, withholdings, worker's compensation insurance, etc. of Company-assigned personnel. The District will provide Company-assigned personnel with office space, office equipment and supplies as the same may be reasonably necessary to accomplish their functions under the terms of this Engagement.

2. Contract Price and Payments.

- (a) For all Company services rendered under Section 1 (A) and (B), the District shall make monthly payments in advance to the Company in the amount of \$11,200.00. All payments shall be due upon receipt of invoices by the Board. Payments more than thirty (30) days past due shall bear interest at the rate of 2.0% per month.
- (b) For all Company services rendered under Section 1 (C), the District shall make monthly payments to the Company in the amount of \$8,550.00 All payments shall be due upon receipt of invoices by the Board. Payments more than thirty (30) days past due shall bear interest at the rate of 2.0% per month.

3. Term and Termination.

- (a) The Engagement for services provided under Section 1 (A) (B) and (C) shall be effective May 1, 2019, subject to approval by the Board, and shall continue thereafter, month-to-month, until the Board determines it no longer requires the services, but subject to the liquidated damages subsection below.
- (b) Liquidated Damages. If the Board terminates the services provided under Section 1 (A) (B) and (C), for any reason other breach of the terms of this

Engagement by the Company, then the Board shall be liable to the Company for six (6) months of payments hereunder.

- (c) In the event that the Company desires to discontinue providing services hereunder, then for purposes of allowing an orderly transition of management and administrative responsibilities, the Company shall provide four (4) months advance notice to the Board.

4. Additional Services.

- (a) If additional services are required of the District Manager, such as collective bargaining work, including but not limited to, conducting labor negotiations, testifying at interest or grievance arbitration(s), preparing financial or comparative analyses for the same, or other arbitration-related matters, then the Board shall compensate the District Manger at the rate of \$150.00 per hour, to be billed by the Company under separate, itemized invoice(s).
- (b) In the event the District desires to solicit or offer employment with the to any Company-assigned personnel, they will first discuss the matter with the Company before doing so in an effort to work out suitable terms for such employment, including whether to pay a reasonable finder's fee to the Company.

5. Indemnification; Limitation of Liability.

The District shall indemnify, defend and hold harmless the Company, its directors, shareholders, employees, attorneys and agents, and their successors and assigns (all of the foregoing being referred to herein individually as an "Indemnified Party" and collectively as the "Indemnified Parties") from and against any losses, claims, damages or liabilities, joint or several, or actions in respect thereof to which any Indemnified Party may become subject (collectively, "Losses"), insofar as such Losses arise out of, or are based upon, (i) any breach by the District of the terms of this Engagement; (ii) any action taken or omission by an Indemnified Party on behalf of the District in connection with this Engagement, but in each case except for Losses directly and exclusively attributable to such Indemnified Party's fraud, gross negligence or willful misconduct. Each Indemnified Party shall be able to retain counsel of its choice, with the approval of the District, which approval shall not unreasonably be withheld or delayed. The District will promptly pay each Indemnified Party its reasonable expenses (including reasonable counsel fees and costs) as incurred, in connection with investigating, preparing and/or defending any such action or claim, whether in connection with pending or threatened litigation, in which such Indemnified Party is a party.

The District covenants and agrees that no Indemnified Party shall have liability whatsoever (whether direct or indirect, in contract or tort or otherwise) to the District

unless damage to the District alleged to have been caused by such Indemnified Party thereby resulted directly and exclusively from fraud, gross negligence or willful misconduct.

The rights accorded to Indemnified Parties hereunder shall be in addition to any rights that any Indemnified Party may have at law, in equity, by separate agreement, statute, municipal ordinance, municipal by-law or otherwise. The foregoing indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of any Indemnified Party and shall survive the termination of this Engagement.

6. Insurance.

The Company and all Company-assigned personnel will be listed as additional insured on all District municipal and executive protection insurance policies. The District will promptly provide the Company with insurance certificates evidencing required coverage as aforesaid upon request.

The Company agrees to keep in full force and effect and to maintain the following policies of insurance during the entire duration of the work to be performed by personnel pursuant to this Engagement as follows:

- a. Workers' compensation and employers' liability insurance:
  - (i) Statutory workers' compensation including occupational disease in accordance with the laws of the states in which Company will be providing services for District;
  - (ii) Employers' liability insurance with minimum limits of \$1,000,000 each accident limit for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease;
- b. Commercial general liability insurance with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate and errors and omissions (E&O) insurance with limits of \$1,000,000 per claim/\$2,000,000 aggregate covering work performed by the Company under this Engagement. This coverage will be primary and non-contributory and will include contractual liability coverage. In addition, the District will be added as an additional insured.
- c. A crime policy protecting against employee dishonesty, theft, robbery, forgery and other dishonest acts on the part of Company assigned personnel pursuant to this Engagement, with limits not less than \$500,000.

- d. An employment practices policy protecting against harassment, discrimination, wrongful termination and other employee claims, with limits not less than \$1,000,000 and a professional liability policy with limits not less than \$1,000,000.
- e. All coverage listed above will be written with a carrier licensed to do business in RI and will have an AM Best rating of at least A-, X or higher. The Company and its carriers will waive their rights of subrogation against the District, regardless of negligence. All carriers will notify the District thirty (30) days in advance of any cancellation, non-renewal or material change.

Furthermore, the Company shall remain solely responsible for all matters related to the payment or withholding of federal, state and local payroll and income taxes and other payroll deductions, social security contributions, workers' compensation insurance coverage, as required by state and federal laws, salaries, overtime compensation and fringe benefits, as required by state and federal laws, including the Affordable Care Act, for the personnel provided under this Engagement.

7. Assignment; Binding Affect.

This Engagement is binding on the parties hereto and their respective successors and assigns; provided, however, that the Company may not assign this Engagement without the prior written consent of the Board. References to "Company" herein shall include the Company and any permitted successors and assigns. References to the "Board" shall mean Fred Gralinski, President, Board of Directors, Central Coventry Fire District and any duly elected successor.

8. Entire Agreement; Governing Law.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understandings, oral or written, between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island without regard to its choice of law provisions. In the event of any dispute arising from or related to this Agreement, each party irrevocably submits to and accepts the exclusive jurisdiction and venue of the state and federal courts located in the State of Rhode Island and waives any objection (including any objection to venue or any objection based upon the grounds of an inconvenient forum) which might be asserted against the bringing of any such action, suit or other legal proceeding in such courts.

9. Notices.

Any notices delivered pursuant to this Agreement shall be personally delivered, or sent by generally recognized overnight delivery service or by certified mail, return receipt requested, to the parties at the addresses set forth below:

*To the District and Board:* Mr. Fred Gralinski  
President, Board of Directors, Central Coventry Fire District  
c/o Mr. David D'Agostino, Esq.  
Gorham & Gorham, Inc.  
25 Danielson Pike  
North Scituate, RI 02857

*To the Company:* Ms. Gayle A. Corrigan, President  
Management Resource Partners, Inc.  
50 Paterson Avenue  
Warwick, RI 02886

Any party may change its address for purposes of this Engagement by notice given to the other parties as aforesaid.

10. Force Majeure.

Neither the District nor the Company shall be responsible for any delay or failure in performance at any time during the term of this Agreement, caused by flood, riot, insurrection, fire, earthquake, strike, explosion, war, act of God, the death of, or incapacitating illness or injury to, any Company-assigned personnel or any other force or cause beyond the control of the party claiming protection under this Section.

11. Miscellaneous Provisions.

No waiver shall be effective unless in a signed writing, and no waiver by either party of any violation of any provision of this Agreement shall be deemed to waive any other violation of the same or any other provision. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties. Any such invalid or unenforceable provisions shall, to the extent permitted by law, be deemed amended and given such interpretation as to achieve the economic intent of this Agreement. In the event of any litigation between the parties, the prevailing party shall be entitled to recover all costs and expenses thereof, including reasonable attorneys' fees and costs.

If the foregoing accurately reflects the understanding between us, please evidence your agreement by executing and returning to the undersigned the enclosed

copy of this Engagement. We truly appreciate the confidence you have placed in our team, and look forward to working with you in moving Central Coventry Fire District forward.

Sincerely,

Gayle A. Corrigan  
Management Resource Partners, Inc.

Accepted and Agreed:

Central Coventry Fire District

---

Fred Gralinski, President  
Board of Directors

**As ratified by the Board of Directors at a duly called meeting on the 25<sup>th</sup> day of April, 2019.**