

GMM CONSULTING GROUP, LLC

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is made this _____ day of July 2020, between Cheverly Police Department (the "Department"), and Ganesha Martin (the "Consultant").

WHEREAS, the Department desires to retain the Consultant to perform services as an independent contractor; and

WHEREAS, the Department and the Consultant both want to enter into this Agreement to memorialize the terms under which the Consultant will perform services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Duties of the Consultant.** The Consultant will perform the services that are described in the "Statement of Work", which is attached to this Agreement as Exhibit A and is incorporated into and made a part of this Agreement.

2. **Term of the Agreement.** The Consultant's services under this Agreement will begin on July 15, 2020 for a minimum period of 3 months and/or continuation in accordance with the work scope and schedule.

3. **Payments to the Consultant.**

A. In consideration of the Consultant's performance of services under this Agreement, the Consultant will be paid a fee in the amount of \$5,000.00 to be paid in installments of \$2,500.00 due after the execution of the contract and before work begins and \$2,500.00 at the conclusion of the contract.

B. The Consultant will bill the Department for services performed under this Agreement, by submitting written invoices to the Department. The Department will pay the Consultant the amount set forth on a properly submitted invoice.

4. **Independent Contractor Status.**

A. The parties agree that the Consultant is and will be treated as an independent contractor for all purposes and not as an employee of Department. The Consultant acknowledges and agrees that the Consultant is solely responsible for the timely reporting and payment of all Federal, state and local taxes applicable to the payments that the Consultant

receives from Department. To the extent required by law, Department will provide the Consultant with an IRS Form 1099 at the end of each calendar year.

B. Because Consultant is not an employee, the Consultant is not eligible to receive any vacation pay, sick pay, overtime pay, workers compensation coverage, unemployment insurance, severance benefits, health insurance, retirement benefits or other benefits of any type from Department. Any persons Consultant employs in connection with the performance of the services under this Agreement shall be employees of Consultant and not the Department, and Consultant shall be fully responsible for properly compensating them and providing any benefits to them required by law.

C. This Agreement is not intended, and will not be construed, to render Department and the Consultant partners, joint ventures or co-owners. The Consultant will have no authority to act on behalf of Department in entering into or executing any Agreement or incurring any liabilities or other obligations of any kind, and the Consultant has no authority to bind Department to any contract or course of action.

5. **Performance of Services.**

A. The Consultant will perform services under this Agreement at such times and at such locations as the Consultant, in the Consultant's sole discretion, will determine from time to time.

B. The services being provided by the Consultant under this Agreement are not exclusive. The Department will be free to use the services of other independent contractors or employees to perform similar services, and the Consultant may perform services for any other parties.

6. **Termination of Agreement.**

A. Except as provided in paragraph 6B of this Agreement, this Agreement may only be terminated by a party before the date specified in paragraph 2 of this Agreement upon ten (10) days' advance written notice to the other party. In said event, compensation owed for work performed will be paid prior to the termination of the contract.

B. Notwithstanding paragraph 6A of this Agreement, either party may terminate this Agreement immediately upon notice to the other party in the event the other party materially breaches this Agreement and fails to promptly correct such breach following written notice of the conduct constituting the breach.

7. **Confidential Information.** During the Term of this Agreement and thereafter, Contractor agrees not to use for any purpose (other than as necessary in performing services for the Department during this Agreement), or disclose to any person or entity, any confidential information of the Department. The term "confidential information" as used in this Agreement includes trade secrets, proprietary or competitively sensitive information, information the Department identifies as confidential information or limits

access to, vendor lists, financial records, suppliers, methods of operation, methods of determining prices, pricing information, financial information, instructional methods and techniques, and any other nonpublic Department information. Within two (2) business days after Contractor's services are terminated under this Agreement for any reason, or at any other time requested by the Department, Contractor will return to the Department all Department books, records, or other documents, materials, and confidential information Contractor acquired from the Department while performing services under this Agreement.

8. **Indemnification.**

A. The Department agrees to indemnify and hold the Consultant and all of the Consultant's officers, owners, employees and other agents and representatives, harmless from and against any and all claims, losses, costs and damages (including, without limitation, reasonable attorneys' fees) arising out of or resulting from the Department's improper or inadequate performance of services or breach of any provision of this Agreement.

9. **Advertising.** Each party agrees not to use the other party's name or other trademarks in advertising without the other party's prior written consent.

10. **Successors and Assigns.** This Agreement will be binding upon, and will inure to the benefit of, the Department and the Consultant, and their respective heirs, personal and legal representatives, and successors and assigns.

11. **No Assignment.** In no event may any of the Consultant's obligations under this Agreement be assigned or otherwise transferred (including by operation of law).

12. **Survival of Agreements.** All of the provisions in this Agreement will survive its termination.

13. **Notices.** Any notice required to be given under this Agreement will be sufficient if in writing, and sent by hand-delivery or by certified or registered mail, return receipt requested, first-class postage prepaid, to the Consultant's address as shown on the Department's records, in the case of the Consultant, and to the Department's principal office in Maryland, in the case of the Department.

14. **Governing Law.** This Agreement will be governed in all respects by the law of the State of Maryland. In the case of any ambiguity, the provisions of this Agreement will be construed to result in the Consultant being classified as an independent contractor, rather than an employee of the Department.

15. **Construction.** The headings set forth at the beginning of each paragraph of this Agreement are inserted for convenience of reference only and will in no way be construed as part of this Agreement or as a limitation on the scope of the particular provision to which the heading refers.

16. **Severability.** If any provision of this Agreement is found or held to be invalid, illegal or unenforceable to any extent, the remainder of the Agreement and its application will not be affected and will be enforceable to the fullest extent permitted by law.

17. **Costs and Attorney's Fees.** In the event any action, suit, or other proceeding (whether at law, in equity or otherwise) to prevent or restrain a breach of this Agreement or any provision hereof, to recover damages for such breach, for declaratory judgment, or for other relief, the prevailing party in such action, suit or other proceeding will be entitled to collect from the other the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including but not limited to reasonable attorney's fees. The rights and remedies set forth in this Section are cumulative and in addition to any rights or remedies available at law, equity or otherwise hereunder.

18. **Entire Agreement.** This Agreement including Exhibit A sets forth the entire understanding between the Department and the Consultant with respect to the matters described in this Agreement and supersedes all prior agreements and understandings, whether oral or written, between the Department and the Consultant. No change or modification of this Agreement will be valid or binding unless it is in writing and signed by the party against whom such waiver is to be enforced; moreover, no valid waiver of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement.

The parties have executed this Agreement as of the day and the year first stated above.

By: _____

Print Name: _____

Print Title: _____

CONSULTANT:

Print Name: Ganesha Martin

Exhibit A

CONSULTANT'S SCOPE OF WORK

Use of Force policies and practices have become the focus of communities and police department's around the country. These policies, many of which have been in place for decades, never considered the input of police officers who must abide by them and the community members they are meant to protect and serve in their drafting or implementation. Further, many of these out dated policies fail to provide proper guidance in the myriad of situations police officers find themselves these days. Over the past few years, many national organizations have taken on the task of developing best practices related to use of force to guide departments. These provide an absolute baseline standard. However, each community is different and there are some issues in this area that are of particular importance to community members. Therefore, policy development should always take in to consideration the needs of their particular communities. To that end, the Consultant proposes to design a process to achieve those goals. At the end of the process, the Consultant and the Department must create a state-of-the-art policy built on a foundation of best practices that also takes into consideration the nuances of every affected Cheverly community.

Task: *Coordinate a transparent collaborative community-based process aimed at rewriting the Use of Force policy including the gathering, analysis and incorporation of community and rank and file input*

Phase 1: Draft Use of Force policy based on industry standards, best practices, and previously shared community and rank and file expectations;

Phase 2: Post policy on Town and/or Department website(s) to gather community input for 30 days;

Phase 3: Within 15 days of posting the new policy by Department and/or Town for comment, Consultant will conduct outreach, including zoom sessions with various community members/groups and rank and file to answer questions and take feedback about the proposed policy over a 30-day period;

Phase 4: At the close of the 30-day period, Consultant will organize input, from website and zoom meetings, and draft report on community and police feedback to present to Police Chief's Advisory Board (PCAB);

Phase 5: Attend meeting with PCAB to answer any questions and give feedback on report and policy

Phase 6: Present Chief the finalized policy