



## ENGAGEMENT AGREEMENT – CONFIDENTIAL INVESTIGATIVE SERVICES

May 9, 2023

Dr. Michael Baldassarre  
Superintendent of Schools  
Uxbridge Public Schools  
[mbaldassarre@uxbridge.k12.ma.us](mailto:mbaldassarre@uxbridge.k12.ma.us)

Dear Superintendent Baldassarre,

Thank you for the opportunity to provide this engagement letter for risk management and crisis response services. Uxbridge Public Schools (Client) has shared an interest in an engagement where The Edward Davis Company (Consultant) would provide the Client with independent analysis and review services.

This Engagement Agreement (Agreement) outlines the commercial terms of the engagement between the Client and Consultant. Specifically, the document reviews our current understanding of the Client's objectives, and then proposes an approach to best address your needs. We also describe the professional resources and time considerations for delivering this ongoing relationship. Standard terms and conditions are attached as APPENDIX A.

### **Objectives and Statement of Work**

Consultant will provide investigative and communications services to the Client in accordance with the Statement of Work attached as APPENDIX B. We propose a collaborative approach with you that involves communicating regularly with The Edward Davis Team.

### **Professional Resources**

Consultant will provide the highly qualified professional resources needed to deliver the engaged services.

**Edward F. Davis**, the Founder and Chief Executive Officer of The Edward Davis Company, will provide his leadership, business experience, decades of law enforcement management, investigative experience and his valuable insight to the issues and needs of the Client. He will personally oversee the investigative components executed by The Edward Davis Team. An Edward Davis Senior Investigator will personally brief the Client on the progress of the engagement. The investigators on this team are highly experienced, former law enforcement officers and analysts.

**William Taylor** is the Chief Operating Officer of EDC. Taylor has 35 years of law enforcement experience with the Lowell Police Department, most recently serving as Superintendent of Police from 2013 through 2018. He has demonstrated expertise in all areas of municipal law enforcement including administrative

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management, strategic planning, investigations, budgeting, policy and practice review and development and community policing. Taylor will use his significant law enforcement and investigative experience to oversee this engagement.

**Warren Bamford is an EDC Senior Advisor.** Bamford formerly served as Special Agent in Charge (SAC) for the Boston Field Division. Bamford had notable successes leading major components of the FBI in large scale investigations, directing high consequence operational matters, and liaising with senior government, academia, and private sector officials. Bamford will manage all aspects of the investigative analysis and brief the Client on the progress of the engagement.

**Eileen Donoghue is an EDC Senior Advisor.** Donoghue served as City Manager in Lowell, Massachusetts where she was tasked with leading the fourth largest city in the Commonwealth and represented the First Middlesex District in the Massachusetts State Senate from 2010 until 2018. Using her extensive experience in government and public administration, Donoghue will guide the EDC's analysis and stakeholder engagement throughout the process.

### Timeline

This engagement shall commence upon signing and will continue through completion and final briefing of Client on all components of the investigation and any additional risk management services. We acknowledge that time is of the essence for this engagement.

### Investment Summary

EDC professional fees for executing this engagement will be billed at the following rates\*:

#### Investigative Analysis:

Edward Davis:	\$400.00/hour
Senior Advisor:	\$250.00/hour
Senior Investigator:	\$175.00/hour
Senior Analyst:	\$150.00/hour

*\*Airfare, mileage, per diem, lodging and meals are not included in the above rates and will be billed separately with Client approval.*

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## Signatures

Client hereby retains Consultant and Consultant hereby accepts such engagement and agrees to perform the Investigative/Security Services covered by this Agreement at the times and on the terms and conditions set forth in this Engagement Proposal. Consultant shall perform the Services for the Client as set forth in Statement of Work, attached as APPENDIX B.

Consultant agrees promptly to perform all Services required of Consultant hereunder in an efficient, trustworthy and businesslike manner and as reasonably as possible, at the times and within the periods requested by Client.

Effective this 9<sup>th</sup> day of May 2023.

Signed by:

\_\_\_\_\_  
Consultant  
Edward F. Davis, CEO  
The Edward Davis Company

MS Balassare

Uxbridge Public Schools

Michael R. Balassare

[Representative Name]

Superintendent of Schools

[Representative Title]



## APPENDIX A

### STANDARD TERMS AND CONDITIONS

**Confidentiality.** In order for The Edward Davis Company (“EDC”) and Uxbridge Public Schools (“Client”) to work together effectively, the Client will have access to confidential and proprietary information relating to EDC’s research, analysis and methodologies, along with modifications developed by EDC during the course of this relationship (collectively “EDC Materials”). EDC is pleased to license the use of EDC Materials for Client’s thought leadership related purposes only, on a nonexclusive, royalty-free and nontransferable basis. Client agrees not to use EDC Materials to compete with EDC’s businesses or to allow third parties to do so, nor will Client disclose EDC Materials to anyone outside Client’s business or remove copyright notices without prior written consent. Similarly, EDC recognizes that its personnel assigned to provide services to Client may gain access to certain information which may be considered to be proprietary and confidential to the Client (collectively, “Client Materials”). Therefore, EDC shall instruct all such personnel to treat Client Materials made available to them as confidential, and to avoid disclosing such information to any third party. Notwithstanding the foregoing, the following information shall not be considered confidential: (a) information which, at the time of disclosure, is available to the general public; (b) information which, after the time of disclosure, becomes available to the general public; and (c) information which, at the time of disclosure, already was in the possession of the receiving party as shown by written records evidencing such prior receipt.

**Relationship of the Parties.** The parties agree that EDC is an independent contractor to Client and not employees, agents or partners of Client. EDC acknowledges that, as an independent contractor, it will not be entitled to make a claim for unemployment, worker’s compensation or disability, or receive any vacation, health, retirement or other benefits pursuant to this engagement. Client will not withhold U.S. FICA or state or federal income taxes from its payments to EDC or make FICA or state or federal unemployment insurance contributions on behalf of EDC. EDC is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, Client or to bind Client in any manner.

**Inventions and Deliverables.** Other than EDC Materials, all inventions, discoveries, computer programs, data, technology, designs, innovations, and enhancements (whether or not patentable and whether or not copyrightable) (“Inventions”) related to the business of the Client which are made, conceived, reduced to practice, created, written, designed, or developed by EDC, solely or jointly with others, during the engagement shall be the sole property of Client. It is expressly understood and agreed that all deliverables that are drafts, components or outlines thereof, including deliverables relating to the architecture, outlines, structure, focus areas, objectives, financial targets, guidelines, development approach, scope, work steps, timeline, activities and resources relating thereto, (i) shall be the sole property of Client, (ii) shall not contain any EDC Materials or copyright notices and (iii) Client may modify, reproduce, use, copy, license, sell, resell, or create derivatives at any time and without any restriction.

**Compliance with Agreement.** Client will be responsible for ensuring that its employees or agents comply with this agreement during and after the project. During the course of the consulting relationship, the Client and EDC will be mutually dependent upon one another to accomplish the goals established. Client is responsible for providing leadership, making decisions and designing and implementing the final outputs of this engagement.

**Non-Solicitation.** Client will not directly or indirectly solicit for employment, contract with, or otherwise hire EDC’s employees, nor will Client directly or indirectly solicit for employment, contract with, or otherwise hire the employees, consultants, subcontractors and other staff retained by EDC, without a



specific written agreement during the course of this Agreement and for two years after its termination or expiration.

**Term and Termination.** Unless terminated earlier in accordance with the terms of this Agreement, this Agreement is effective as of the Effective Date and shall remain in effect for a period of one (1) year. Either party may terminate this Agreement at any time and for any reason, with or without cause, upon thirty (30) days' written notice to the other party. In the event a party materially breaches this Agreement, and the material breach is not cured within thirty (30) days following such party's receipt of written notice of the material breach, then the non-breaching party may terminate the Agreement upon written notice to the breaching party. In all circumstances, Client shall make a final payment to EDC for all work performed through the date of such termination net 30 days.

**Fees, Invoicing and Payment.** EDC will invoice Client monthly. Payment is due net thirty (30) days from receipt of each invoice. If Client reasonably disputes an invoiced amount, then Client shall notify EDC of such dispute in writing on or before the date the invoice would otherwise be due and include in such written notice a reasonably detailed explanation of the basis for the dispute. The parties shall work diligently and in good faith to resolve the dispute within five (5) business days following EDC's receipt of any such dispute notice. Client shall pay any amounts that are determined to be owed to EDC within five (5) business days of the date the dispute is resolved by the parties. To the extent EDC incurs any travel or other reimbursable business expenses associated with delivering services pursuant to this Agreement, any such expenses will be invoiced to Client at cost. Receipts or other charge details will be provided to Client upon request. Unpaid invoiced amounts shall accrue interest at the rate of one percent (1%) per month from the beginning of the month in which they first become overdue. Without limiting any other available rights and remedies, EDC may suspend performance of services upon written notice to Client if any invoiced amount is not paid when due. If EDC pursues collection of overdue amounts, Client agrees to pay, in addition to all amounts due and payable hereunder, all costs of collection incurred by EDC in collecting or enforcing the Agreement, including, without limitation, reasonable attorneys' fees and expenses actually incurred.

**Remedies.** EDC and Client agree that termination of this agreement will be the sole remedy available to the parties, with the sole exception of (a) misuse of EDC Materials or Client Materials, as applicable, (b) breach of the non-solicitation provisions of this Agreement, or (c) the timely payment of fees or expenses.

**Indemnification.**

(a) **By EDC.** EDC agrees to defend Client and its officers, directors, managers, employees, agents, representatives, successors and assigns (collectively, the "Client Indemnified Persons"), from and against any third party claim, demand, suit, cause of action, investigation, or other similar proceeding (each, a "Third-Party Claim"), and indemnify the Client Indemnified Persons from and against all resulting losses, liabilities, damages, fines, penalties, judgments, settlements, costs and expenses (including reasonable legal and professional fees and expenses) (collectively, "Losses"), in each case to the extent the Third-Party Claim and Losses result from any injury to or death of persons, or damage to or loss of property, caused by the acts or omissions of EDC personnel while providing services pursuant to this Agreement.

(b) **By Client.** Client agrees to defend EDC and its officers, directors, managers, employees, agents, representatives, successors and assigns (collectively, the "EDC Indemnified Persons"), from and against any Third-Party Claim (including, without limitation, a Third-Party Claim asserted by any governmental entity), and indemnify the EDC Indemnified Persons from and against all resulting Losses,



in each case to the extent the Third-Party Claim and Losses arise out of or in any way relate to (i) any injury to or death of persons, or damage to or loss of property, resulting from the acts or omissions of Client or any of its employees, agents or representatives, (ii) any injury to or death of persons, or damage to or loss of property, resulting from the operation of Client's business, (iii) any act or omission made by EDC or EDC personnel at the direction of Client, or (iv) Client's business or the services provided pursuant to this Agreement, including any investigation or proceeding initiated by any governmental entity, including any state or federal regulatory body, except to the extent the Third-Party Claim or Losses result from the gross negligence or willful misconduct of EDC or any EDC personnel.

(c) Neither party will, without the other party's prior written consent, settle, compromise, consent to entry of any judgment in or otherwise seek to terminate any Third-Party Claim in respect of which indemnification may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination ("Settlement") includes a full and final release of each Indemnified Person from any then-existing and future liabilities, both known and unknown, related to or arising out of such Third-Party Claim, and requires a dismissal with prejudice or its equivalent to be filed in any proceeding commenced against any Indemnified Person, and provided that such Settlement does not include an admission of liability or fault by any Indemnified Person and does not include payment of money or other compensation of any kind by any Indemnified Party. "Indemnified Person" means any of the EDC Indemnified Persons or the Client Indemnified Persons, as applicable.

**Damages Disclaimer and Cap.** In no event shall either party be liable to the other for indirect, special, incidental, consequential, multiple or punitive damages, including, without limitation, loss of profits or interruption of business, regardless of the form of action, whether in contract tort (including negligence), arising under statute or otherwise, even if such party has been apprised of the possibility of such damages. Notwithstanding the foregoing, these limitations shall not limit or qualify any party's obligations to the other party for indemnification. Each party's aggregate liability for any claims, losses, expenses, or damages arising out of or in any way related to this Agreement, regardless of the nature of the underlying claim, whether based on breach of contract, breach of warranty, tort (including negligence), strict liability, violation of law or otherwise, shall not exceed a dollar amount equal to the total amount paid on the party's behalf by the party's insurers in settlement or satisfaction of the other party's claims. Each party affirms that it maintains liability insurance and will forward a binder to the other party upon request.

**Non-Exclusivity.** This engagement is non-exclusive. EDC retains the right to perform work for others during the term of the engagement.

**Services Warranties.** EDC warrants that the services provided to Client pursuant to this Agreement shall be performed in accordance with the standards of practice, quality, care, skill and diligence customary for a provider of services similar to such services. The service warranties set forth in this provision are the only warranties made by EDC and are in lieu of all other warranties, whether express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose.

**Subcontractors.** If additional subject matter experts are necessary during the term of this agreement, EDC will be solely responsible for deciding which of our employees will be assigned to the work we undertake for Client. EDC will assign this work both to EDC's direct, full-time employees and to subcontractors retained by EDC under consultant agreements, and we assume all responsibility for work performed by such subcontractors.



**Confidentiality.** Both parties agree to keep the terms of this relationship confidential. This Proposal supersedes all other understandings between EDC and Client for this engagement.

**Governing Law.** This agreement is governed by and will be construed as a sealed instrument under and in accordance with the laws of the Commonwealth of Massachusetts, United States of America (without reference to the conflicts of law provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this agreement shall be commenced only in a court of the Commonwealth of Massachusetts (or, if appropriate, a federal court located within Massachusetts), and Client and EDC each consent to the jurisdiction of such a court.

**Intellectual Property.** Any materials utilized by EDC and the contents within, and any training provided are the intellectual property of EDC. Reproduction in any form (via videotaping, filming, webcasting and/or any other form of reproduction) is strictly prohibited.

**Use of Name and Logo.** The Client authorizes EDC to use and exhibit the Client's name, logo and any Client approved testimonial on EDC's website logo page. The Client agrees that there will be no monetary or other claim against EDC for use and display of the Client logo as set forth herein.



## **APPENDIX B STATEMENT OF WORK**

### **I. Independent Investigative Analysis:**

The Edward Davis Company (EDC) will use our expertise in local government, public safety, and complex investigation to conduct an independent review and analysis of findings related to the circumstances that led to the sudden resignation of Uxbridge School Committee members.

An EDC Senior Advisor and team will meet with Client to discuss the goals of the engagement, gain a comprehensive understanding of the facts and circumstances surrounding the review and analysis and develop a plan that includes all information provided by the Client. This plan will include, but is not limited to the following actions:

1. Conduct interviews with current and former School Committee members, school officials, and designated Town leadership.
2. Review any allegations of misconduct by or from School Committee members.
3. Review related District policies, procedures and regulations.
4. Identify and review communications between Uxbridge Public School officials and Uxbridge School Committee members between 2022 and 2023 provided to EDC.
5. Meet with Uxbridge Community stakeholders, including parents and students.
6. Conduct an open-source review utilizing investigative measures and public information.

#### **Deliverables:**

- Regular briefings to Client by designated Senior Advisor(s)
- Report detailing findings and analysis in the format requested by Client