

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Town of Portsmouth, Rhode Island (the "Town") and Jeffery Furtado ("Mr. Furtado") (collectively, the "Parties").

WHEREAS, Mr. Furtado was employed by the Town as the Acting Chief of the Portsmouth Police Department until his retirement on June 29, 2013; and

WHEREAS, the Town has determined it is in the best interest of the Town to re-hire and employ Mr. Furtado in the position of Interim Chief of the Portsmouth Police Department while the Town conducts a search for its permanent Chief of Police;

WHEREAS, Mr. Furtado has determined it is in the best interest of the Town to accept the position of Interim Chief of the Portsmouth Police Department for at least thirty (30) days, while the Town searches for its permanent Chief of Police.

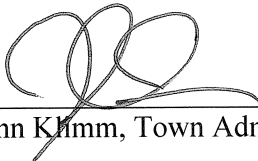
NOW THEREFORE, for and in consideration of the promises, terms, conditions, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective as of June 30, 2013, the Town will employ Mr. Furtado as the Interim Chief of the Portsmouth Police Department. The position of Interim Chief of Police is a twenty-nine (29) hour per week position.
2. The Town will pay Mr. Furtado the weekly salary of One-Thousand Four Hundred Twenty Three Dollars and Thirty-Two Cents (\$1,423.32), less applicable deductions and withholdings.
3. Mr. Furtado will be employed as the Interim Chief of Police for at least thirty (30) days commencing June 30, 2013. Thereafter, Mr. Furtado's employment as Interim Chief of Police will continue under the terms of this Agreement until seven (7) days after either Mr. Furtado or the Town provides written notice to the other party of his/its intention to terminate this Agreement.
4. The Town will provide Mr. Furtado with a lump sum payment of Ten-Thousand Dollars (\$10,000.00), less applicable deductions and withholdings, on the next payroll after the last day of Mr. Furtado's employment with the Town as Interim Chief of Police.
5. There are no other agreements between the Parties, oral or written, except those expressly contained in this Agreement. The Parties agree that the terms of this Agreement can be modified only by a written document signed by a duly authorized representative of the Town and Mr. Furtado after this Agreement is signed.
6. Mr. Furtado agrees at all times to keep the terms of this Agreement strictly confidential, and not to disclose, characterize, comment on, convey or in any sense reveal the content or nature of this Agreement to any person or entity, including but not limited to members

of the media, present, former, and/or future employees of the Town and any and all other disinterested parties, except as otherwise required by law. Mr. Furtado may, however, reveal the content of this Agreement to his spouse, and to his legal, tax and financial advisors, provided that he advise his spouse and legal/tax/financial advisors to be similarly bound by this covenant of confidentiality. The Parties agree that the terms of this Section 6 are material to this Agreement, and that if Mr. Furtado breaches this covenant of Confidentiality, as determined by a court of competent jurisdiction, he shall be obligated to return to the Town the amount paid to him under Section 4 of this Agreement.

7. This Agreement does not constitute practice or precedent between the parties, and it may not be used as evidence in any proceedings except only to enforce the terms of this agreement.

For the Town,



John Khimm, Town Administrator



Jeffery Furtado

Date:

7/5/13

Date:

07-05-13

