

**AGREEMENT FOR CONSULTANT SERVICES TO PREPARE AND  
ADMINISTER GRANT APPLICATIONS**

THIS AGREEMENT is made as of the 19<sup>th</sup> day of April 2021, by and between the Town of Canton a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter the "Town"), and A&E Services Group, LLC, 145 Brooks Hill Road, Wolcott, CT 06716 (hereinafter "Consultant").

WHEREAS, the Town has issued a Request for Proposals to provide professional and technical services for grant assistance, including grant applications and administration (hereinafter referred to as the "RFP"), a copy of which is attached as Exhibit A and is incorporated by reference as if fully set forth herein;

WHEREAS, the Consultant submitted to the Town a proposal dated March 26, 2021, in response to the RFP (hereinafter referred to as "Proposal"), a copy of which is attached as Exhibit B and is incorporated by reference as if fully set forth herein;

WHEREAS, the Town has selected the Consultant to perform all the services as specified in the RFP; and

WHEREAS, the Town and the Consultant desire to enter into a formal Agreement for the performance of these services;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General - The Consultant agrees to perform services as described more fully in the attached RFP, attached Proposal, and this Agreement (collectively referred to as "Contract Documents"). In general the Consultant agrees to provide professional and technical services for grant assistance, including grant applications and administration.

2. Term - The services provided under this Agreement shall continue until terminated pursuant to section four (4) of this agreement.

3. Payments: Consultant shall be paid for all services as indicated in Consultant's proposal. Consultant shall submit an invoice monthly. Each invoice shall include the specific tasks and time for completion for which Consultant is seeking payment. Payment for work performed is contingent upon approval of the Chief Administrative Officer or his/her designee (the "CAO"). The Town shall pay the invoice within 30 days of the CAO's approval. Failure to pay Consultant's invoice after 60 days from the date of

invoice can be grounds for Consultant to cease working under this agreement until such time as consultant is paid.

4. Right to Terminate – The Town shall have the right to terminate all or a portion of this Agreement for its convenience and without cause. As used in this provision, "convenience" shall include but not be limited to the CAO's determination that proceeding with the Agreement is not in the Town's interest. The consultant has a right to terminate the agreement at any time by notice, in writing, from the Consultant to the Town. Said termination shall be limited to cause resulting from the Town not performing its responsibilities, non-payment of invoices, or a substantial change in the circumstances under which the Consultant undertook the project. In the event of termination, the Town shall be liable to the Consultant for services performed pursuant to this Agreement and delivered to the Town.

5. Non-Employment Relationship - The Town and the Consultant are independent parties. Nothing contained in this Agreement shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. The Consultant understands and agrees that its employees are not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability from the Town. The Consultant shall be solely responsible for any applicable taxes.

6. No Misrepresentations or Omissions - No representation, warranty or statement of the Consultant in the Proposal or this Agreement, including the Exhibits hereto, or any document furnished pursuant thereto, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact required to be stated to make the statements contained therein not misleading in any material respect.

7. Amendments - This Agreement may not be altered or amended, except by written agreement of the parties.

8. Entire Agreement - It is expressly understood and agreed that this Agreement states the entire agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Agreement or attached as Exhibits hereto.

9. Validity - The invalidity of one or more of the phrases, sentences and clauses contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.

10. Connecticut Law and Courts - This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of this Agreement to the jurisdiction of the United States

District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

11. Defense and Indemnification - The Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Town and its agents and employees from and against all claims, damage, loss or expense, including reasonable attorney's fees, arising out of or resulting from services provided by the Consultant. The Consultant also agrees to pay any and all attorney's fees incurred by the Town, its agents, or its employees in enforcing any of the Consultant's defense or indemnification obligations. In any and all claims against the Town or any of its agents or employees by any employee of the Consultant, or anyone directly or indirectly employed by the Consultant, or anyone for whose acts the Consultant is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Consultant under Workers' Compensation Acts, disability benefit acts, or other employee benefits acts.

12. Compliance with Laws - The Consultant shall comply with all federal, state and local laws and regulations governing this Agreement, including without limitation health, safety and environmental requirements.

13. Insurance - Consultant shall carry Commercial General Liability Insurance (Bodily Injury, Property Damage, Products and Completed Operations) in an amount of not less than one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) aggregate, combined single limits and a one million dollar (\$1,000,000) umbrella liability policy. The Consultant shall provide Worker Compensation insurance as required by the State of Connecticut. Consultant shall provide the Town with certificates verifying such coverage acceptable to the Town before commencing any services. Such policy shall require thirty (30) days notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind. All Commercial General Liability Insurance shall name the Town as additional insured.

14. Ownership of Documents - all records, notes, and other documents, (electronic or hard copy) prepared by or received by the Consultant during the performance of the terms of this Agreement shall become the property of the Town.

15. No Assignment - The Consultant shall not subcontract, transfer or assign its obligations under this Agreement or any portion thereof without prior written consent of the CAO or the CAO's designate.

16. Execution - This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile/email) to each of the parties.

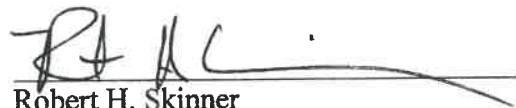
IN WITNESS THEREOF, the parties have executed this contract this 19<sup>th</sup> day  
of April 2021.

A&E Services Group, LLC



By its Managing Member, Peter J. Testa, Jr.

TOWN OF CANTON CONNECTICUT



Robert H. Skinner  
Chief Administrative Officer