



RUSSELL LIBRARY
123 Broad Street, Middletown CT 06457

City of Middletown and Russell Library Company
Hybrid Uniform Contract for Goods and Services

This agreement ("Agreement") is made by and between the **City of Middletown**, 245 deKoven Drive, Middletown, CT 06457, a municipal corporation, having its territorial limits within the County of Middlesex and State of Connecticut, the **Russell Library Company**, 123 Broad Street, Middletown, Connecticut 06457 (collectively "City"), and

(collectively the "Parties"), and effective as of the date that this Agreement is signed by the Mayor (the "Effective Date"). Unless sooner terminated as set forth below, this Agreement shall terminate upon [*check one*]:

the one year anniversary of the Effective Date;
the mutual written agreement of the Parties, with no date certain for termination;
other:

WHEREAS, the City desires to enter into an agreement with Vendor to provide goods/services pursuant to the attached **Appendix A**; and

WHEREAS, Vendor has agreed to provide said goods/services;

NOW THEREFORE, in consideration of the mutual covenants and agreements stated herein, the City and Vendor agree as follows:

1. GOODS/SERVICES AND COSTS: A description of the goods/services that Vendor agrees to provide and the attendant costs for those goods and services, along with additional terms and conditions, are set forth in detail in **Appendix A** to this Agreement. Vendor expressly understands and accepts that under no circumstances can the City enter into an agreement that exceeds any amount set forth via appropriation or purchase order. Vendor expressly understands and accepts that this Agreement is subject to the passage of all necessary appropriations and that a failure to appropriate renders the Agreement null and void, with no liability to the City or cause of action for the Vendor. The costs for Vendor's goods/services SHALL NOT EXCEED: _____

2. INSURANCE: Vendor shall secure and maintain the types and amounts of insurance set forth in **Appendix B** to this Agreement during the life of this Agreement.

3. INDEMNIFICATION: Vendor shall defend, indemnify, and save harmless, the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the performance of any work or services relating to this contract based upon any act, omission, or negligence of Vendor or any of Vendor's employees agents, servants, subcontractors, or any other person or persons, including but not limited to the City, its agents, officers, servants, or employees. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against it.

4. ASSIGNMENT: Vendor shall not assign this Agreement without the City's prior written consent. Any attempt to assign this Agreement without the City's prior written consent shall render such assignment null and void.

5. SUCCESSORS: This Agreement will bind and inure to the benefit of the Parties' heirs, personal representatives, executors, administrators, successors, and assigns.

6. NON-COLLUSION: Vendor declares that, as of the Effective Date of this Agreement, no City official, directly or indirectly, has a financial interest in the Contract and, furthermore, Vendor pledges to notify the Mayor of the City, in writing, should any City official acquire, directly or indirectly, a financial interest in this Agreement. Vendor further declares that, as of the Effective Date of this Agreement, it has not given or donated, or promised to give or donate, directly or indirectly, to any official or employee of the City , or to anyone else, for any benefit, any sum of money or other thing of value for aid or assistance in obtaining this Agreement and, furthermore, Vendor pledges that neither Vendor nor any other officer, agent or employee of Vendor will give or donate, or promise to give donate, directly or indirectly, to any official or employee of the City, or anyone else for benefit of City officials, any sum of money or other thing of value, for aid or assistance in obtaining any contract with the City.

7. TERMINATION: If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received.

8. RELEASE OF CLAIMS: The acceptance by Vendor, or Vendor's successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which Vendor, or Vendor's successors or assignees, have or may have against the City under the provisions of this Agreement.

9. INDEPENDENT CONTRACTOR: Vendor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which goods/services are provided/performed under the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the City or the City, its agencies, employees, agents, and Vendor, or Vendor's employees, and agents. Vendor assumes exclusively the responsibility for and agrees to indemnify and hold the City harmless from the negligent acts of Vendor's employees and agents as they relate to the goods/services to be provided during the course and scope of their employment. Vendor and Vendor's agents and employees shall not be entitled to any rights and privileges of City employees and shall not be considered in any manner to be City employees.

10. BREACH: Upon a breach of this Agreement, the City may withhold any payments to Vendor to off-set its damages until such time as the exact amount of damages due to the City is determined.

11. EQUAL EMPLOYMENT OPPORTUNITY: The Vendor agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, physical disability, including, but not limited to blindness, or criminal record in accordance with §46a-60(a)(1), 46a-80(b), or 46a-81(b) of the Connecticut General Statutes in any manner prohibited by the laws of the United States, the State of Connecticut, or the City of Middletown unless it is shown that such disability prevents performance of the work involved. Vendor also agrees to provide the City with such information that the City may be

request concerning the Vendor's employment practices and procedures as related to the provisions of this Section.

12. ADA ACCOMMODATIONS: Vendor, in performing this Agreement, will, at all times, comply with the Americans with Disabilities Act (ADA). Specifically, the Vendor is hereby notified that the City must comply with the requirements of the ADA and that Vendor, as the provider of the goods/services set out herein, must also comply with the ADA.

13. BACKGROUND CHECKS: Vendor agrees to submit, and to subject any of Vendor's employees to, any and all necessary background checks, which may include fingerprinting and drug screening. Failure of Vendor or any of Vendor's employees to pass any of the above may result in immediate termination of this Agreement.

14. ENTIRE AGREEMENT; AMENDMENT: This Agreement constitutes the entire Agreement between the Parties, and supersedes all prior representations, understandings, and agreements of the Parties. The Parties agree that they have not relied on any representations, promises or agreements of any kind from the other Parties in connection with their decision to enter into this Agreement. This Agreement may not be modified, altered, amended or changed except upon express written consent of all Parties where specific reference is made to this Agreement.

15. GOVERNING LAW; INTERPRETATION: This Agreement will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. To the extent that any court action is permitted consistent with or to enforce any part of this Agreement, the Parties hereby consent to the exclusive jurisdiction of the state and federal courts of the State of Connecticut. Accordingly, with respect to any such court action, Vendor and its successors and assigns, (a) submit to the personal jurisdiction of such courts; (b) consent to service of process; and (c) waive any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, venue or service of process. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and such provision cannot be modified to become legal and enforceable, excluding the general release language, such provision will immediately become null and void, leaving the remainder of this Agreement in full force and effect.

16. NOTICES AND REPRESENTATIONS: The Parties represents and agree: (a) that they have read this Agreement and understand and agree with all of the terms and conditions of this Agreement, (b) that they enter into this Agreement freely, knowingly and voluntarily, and (c) that they have been advised, and have had the opportunity, to consult with an attorney of their choice prior to executing this Agreement.

17. COUNTERPARTS: This Agreement may be executed by the Parties in separate counterparts, which taken together constitute one Agreement. This Agreement may be executed more than once so that each party may hold a duplicate original.

18. AUTHORITY TO EXECUTE: The Parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the part to the Agreement.

19. CONFLICTING PROVISIONS: If any terms of any document attached to this Agreement conflict with the terms contained in this Agreement, the terms of this Agreement shall supersede and control.

BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, ENTER INTO THE AGREEMENT KNOWINGLY, VOLUNTARILY, AND OF THEIR OWN FREE WILL, UNDERSTAND ITS TERMS AND THEIR SIGNIFICANCE, AND INTEND TO ABIDE BY ITS PROVISIONS WITHOUT

EXCEPTION.

WITNESS:

_____

Printed Name: _____

RUSSELL LIBRARY COMPANY

_____

BY: _____

Its _____, Duly Authorized

Date: _____

WITNESS:

_____

Printed Name: _____

CITY OF MIDDLETOWN, CONNECTICUT

*See Mayor's Signature Page*_____
Benjamin Florsheim
Its Mayor, Duly Authorized

Date: _____

WITNESS:

_____

Printed Name: _____

VENDOR

_____
BY: _____
Its _____, Duly Authorized

Date: _____

APPENDIX A:
DESCRIPTION OF PROGRAMS/SERVICES AND COSTS
AND ADDITIONAL TERMS AND CONDITIONS

APPENDIX B:
INSURANCE REQUIREMENTS