

CONSULTING AGREEMENT

This Agreement is made effective as of August 1, 2019, by and between The Town of Fairfield, CT, Office of the First Selectman 725 Old Post Road, Fairfield, CT 06824, and Christopher R. Gidez, freelance consultant, of 51 Eunice Ave., Fairfield, Connecticut 06824.

In this Agreement, the party who is contracting to receive services shall be referred to as "The Town" and the party who will be providing the services shall be referred to as "Chris Gidez".

Chris Gidez has a background in Strategic Communications Advisory Services and is willing to provide services to The Town based on this background. The Town desires to have services provided by Chris Gidez.

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on August 1, 2019, Chris Gidez will provide the following services (collectively, the "Services"): Strategic communications counsel and support ("support" as defined as writing, research, editing, development of strategies and plans and any other communications, crisis planning and response services as required by The Town).
2. **PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Chris Gidez shall be determined by Chris Gidez. The Town will rely on Chris Gidez to work as many hours as may be reasonably necessary to fulfill Chris Gidez's obligations under this Agreement.
3. **PAYMENT.** The Town will pay Chris Gidez a retainer fee of \$3,000 per month, to be billed at the first business day of the month. Chris Gidez will maintain a time log for all work performed on behalf of The Town, in increments of 15-minutes, to be charged against the retainer at the rate of \$200/hour. Any time worked on behalf of The Town which exceeds the \$3,000 monthly retainer will be charged at the rate of \$200/hour (logged in increments of 15 minutes). Chris Gidez will not exceed the monthly retainer without the prior explicit authorization of The Town. Any supplemental fees (those in excess of the \$3,000/month retainer) will be invoiced to The Town within five business days of the end of the calendar month in question. Regardless of whether Chris Gidez exceeds the monthly retainer, Chris Gidez will provide The Town with a detailed report of all work performed on behalf of The Town during the preceding month, along with an invoice for any expenses incurred during the preceding month, to be delivered to The Town within five business days of the end of the month. This report will include a listing of all time worked on behalf of The Town. The retainer invoice as well as any supplemental invoices shall be payable within 30 days of the date of the invoice.
4. **EXPENSE REIMBURSEMENT.** While it is not anticipated that such expenses will be necessary, Chris Gidez shall be entitled to reimbursement from The Town for the following usual and customary "out-of-pocket" expenses:
 - Travel & Personal (only for expenses incurred outside of Fairfield, CT: airfare, mileage or trains, hotel, ground transportation, meals, parking and other misc. expenses during travel.)

- Other expenses (e.g., research, subscriptions, etc.) only upon receiving writing authorization from The Town.
5. **NEW PROJECT APPROVAL.** Chris Gidez and The Town recognize that Chris Gidez's services may include working on various special projects for The Town which may require supplemental budget or a supplemental agreement. Chris Gidez shall obtain the approval of The Town prior to the commencement of a new project.
6. **TERM/TERMINATION.** The term of this agreement between Chris Gidez and The Town will be August 1, 2019 through November 30, 2019. Either party may terminate this Agreement by providing the other party with 30-day notice; with all other terms in place during this 30-day period. In the event this contract is terminated, no retainer shall be paid for the month subsequent to termination. Upon the termination of the agreement, Chris Gidez will provide The Town with an invoice for any outstanding fees and expenses within five business days of the termination date. The Town will pay any outstanding fees and expenses within 30 days of the date of that final invoice. The parties may mutually agree to extend the terms of the agreement at the desire of The Town.
7. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Chris Gidez is an independent contractor with respect to The Town, and not an employee of The Town. The Town will not provide benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Chris Gidez. Chris Gidez will be responsible for all its own tax obligations associated with this agreement.
8. **DISCLOSURE.** Chris Gidez is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of The Town. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that Chris Gidez may be involved with on behalf of The Town.
9. **EMPLOYEES.** Chris Gidez's employees or subcontractors, if any, who perform services for The Town under this Agreement shall also be bound by the provisions of this Agreement.
10. **INDEMNIFICATION.** Chris Gidez agrees to indemnify and hold harmless The Town from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against The Town that result from the acts or omissions of Chris Gidez, Chris Gidez's employees, if any, and Chris Gidez's agents. The Town agrees to indemnify and hold harmless Chris Gidez from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Chris Gidez that result from the acts or omissions of The Town, The Town's employees, if any, and of The Town's agents.
11. **CONFIDENTIALITY.** The Town recognizes that Chris Gidez has and will have the following information:
- business affairs
 - technical information
 - Any and all documents and materials provided to Chris Gidez by The Town or its counsel related to the issues for which Chris Gidez has been retained.
 - Other proprietary information (collectively, "Information") which are valuable, special and unique assets of The Town and need to be protected from improper disclosure.

In consideration for the disclosure of the Information, Chris Gidez agrees that Chris Gidez will not at any time or in any manner, either directly or indirectly, use any information for Chris Gidez's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of The Town. Chris Gidez will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

12. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

13. RETURN OF RECORDS. Upon termination of this Agreement, Chris Gidez shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Chris Gidez's possession or under Chris Gidez's control and that are The Town's property or relate to The Town's business.

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15. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for The Town:

Michael Tetreau
First Selectman
Town of Fairfield
725 Old Post Road, Fairfield, Connecticut 06824

IF for Chris Gidez:

Christopher R. Gidez
51 Eunice Ave.
Fairfield, Connecticut 06824

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

17. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

18. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this

Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
20. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Connecticut.
21. **INTERRUPTION OF SERVICE.** Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon written notice to the other party.
22. **ASSIGNMENT.** Chris Gidez agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of The Town. Any purported assignment, transfer, or delegation shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.
23. **SIGNATORIES.** This Agreement shall be signed on behalf of The Town by Michael Tetreau, First Selectman, and on behalf of Chris Gidez by Christopher R. Gidez, and effective as of the date first above written.

Party receiving services:

The Town of Fairfield, CT, Office of First Selectman

By: 

Michael Tetreau
First Selectman

Party providing services:

Chris Gidez

By: 

Christopher R. Gidez