



Town of New Fairfield

*Selectmen's Office
4 Brush Hill Road
New Fairfield, Connecticut*

**BOARD OF SELECTMEN
SPECIAL MEETING
MONDAY, JANUARY 31, 2022
9:00 A.M.**

ZOOM MEETING

Join Zoom Meeting

<https://zoom.us/j/98335211808>

Meeting ID:983 3521 1808

Dial In: (929)205-6099

AGENDA

1. Call to Order
2. Discuss and possibly vote to approve COVID-19 Testing Agreement with Curative
3. Adjournment

Received by email on 01/28/2022 @ 10:29 a.m.
by Chrystie M. Bontempo, Asst. Town Clerk, New Fairfield

COVID-19 Testing Agreement

WHEREAS, Town of Fairfield, Connecticut (the “Partner”) wishes to launch a COVID-19 PCR testing program within the New Fairfield, Connecticut area that is generally available to the public; and

WHEREAS, Curative Inc. (“Vendor”) will conduct walk-up operations for COVID-19 PCR testing, utilizing Partner’s property (the “Operation”); and

WHEREAS, Partner has agreed to allow testing to take place at its property and give access to Vendor for the duration of the Agreement; and

WHEREAS, Vendor and Partner (together, the “Parties”) wish to collaborate on such COVID testing;

Subject to the terms and conditions below, Partner, at no charge to Vendor, shall provide an area that supports Vendor operations, and Vendor shall conduct such operations at no charge to Partner on the following days: Monday through Saturday, February 17, 2022, through April 17, 2022. This Operation will be conducted daily from 8:00am - 4:00pm. This is subject to change at the discretion of Vendor.

1. Vendor shall comply with all Partner property and facility rules and regulations.
2. Vendor shall be considered an independent contractor and neither Vendor, nor its workers or consultants, shall, under any circumstances, be considered employees of Partner.
3. Partner shall not be liable for any damage caused by acts of nature; (i.e., power failure, earthquake, flood, fire, explosion, theft, and vandalism to persons or properties in the space used by Vendor).
4. Vendor agrees that all personal property upon the premises shall be at the risk of Vendor, and that Partner shall not be liable for any damages, losses or theft thereof.
5. Vendor shall furnish all labor, services, materials, supplies, and equipment necessary to maintain the operation during the hours defined above.
6. Vendor shall secure and keep a general commercial insurance policy covering personal injury and property damage in the amount of not less than \$1 million per occurrence, \$2 million aggregate. Vendor shall also secure and maintain workers’ compensation insurance if Vendor has employees as required by State law. Vendor will provide Partner with a COI, listing the following entities and

addresses as additional insured:

Town of New Fairfield

4 Brush Hill Road

New Fairfield, CT 06812

7. Vendor shall only operate in the approved Operation location within the area specified by Partner. The specified location is Company A Firehouse, 302 Ball Pond Road, New Fairfield, Connecticut, 06812.

8. Partner will, upon request, furnish electricity in such locations where these utilities now exist. All requests for use of these facilities and/or additional installations or any special needs must be made in writing to Partner, listing specific needs.

9. Partner agrees to advertise and publicize the Operation. Partner agrees to consult Vendor regarding any advertisement or public commentary regarding the Operation prior to publicizing.

10. Operation and all intellectual property associated with such shall remain Vendor's sole and exclusive property.

11. Upon the expiration or termination of this Agreement, Vendor shall remove all goods, belongings, and fixtures belonging to the Vendor, and shall leave the Partner-provided area, in the condition in which it was received, reasonable wear and tear excepted. Either Party may terminate this Agreement by providing (1) days' written notice to the other.

COMPLIANCE WITH LAWS

1. Vendor shall comply with all applicable Federal, State, and local laws, rules, and regulations. The Parties will agree to cooperate with each other in any actions that arise out of alleged violations of these or other local, state or federal laws or Vendor or Partner policies.

2. Each Party shall indemnify and hold harmless the other Party and its representatives, officers, agents, volunteers, and employees from and against third-party claims caused by or arising out of any direct breach of this Agreement it is responsible hereunder, and any and all actions, suits, proceedings, claims, demands or judgment incidents thereto. This provision shall survive termination of this Agreement.

[Signature Page Follows]

PARTNER: Town of New Fairfield

Name and Title:

Signature:

Date:

Curative Inc.:

Name and Title:

Signature:

Date: