



Rosewood Consulting

Public Relations • Governmental Affairs

AGREEMENT

This Agreement is entered into an effective, April 15, 2023, between Rosewood Consulting, Inc. and Town of Coventry. Hereinafter Rosewood Consulting, Inc. and its agents will be collectively referred to as “Consultant” and Town of Coventry will be referred to as “Client.” The parties agree as follows:

1. SCOPE OF SERVICES

The Consultant shall provide Client with local, state, and federal grant writing consulting services:

1. Work with Client to identify and establish priorities to seek grant funding.
2. Research state, federal and private foundation grant opportunities for Client, determine eligibility, write grant submissions, secure letters of support and other required mandatory documents for final grant applications. Work closely with the funding agency to track grant award announcements.
3. Arrange meetings for client to meet with stakeholders; agencies and key staff to discuss projects seeking grant funding.
4. Track, monitor and advise Client on all matters with municipal funding opportunities.
5. Facilitate meetings, with funding agencies and stakeholders, to discuss priorities seeking funding.
6. Work with the Client to identify previously funded grants, their status, required match and work to implement projects and financial drawdown.
7. Fulfill the responsibility of compliance reports and grant management. Assist town staff with grant requirements and implementation, as needed.

The Consultant represents and warrants that to perform the duties shall comply with all applicable laws, rules, regulations and policies of the United States of America, State of Rhode Island, or any other jurisdiction where services are performed.

2. TERMS

The term of this agreement is April 15, 2023 – December 31, 2023. At the end of this period, the Client will have the option to renegotiate this agreement.

3. FEES

In return for the performance of services described herein, the Client agrees to compensate the Consultant a monthly retainer of \$4,000.00. Consultant shall pay for all expenses in performing the Services. The above compensation is inclusive of business travel, and expenses. Payment will be due thirty (30) days after receipt of Consultant's invoice.

4. CONSULTANT'S RELATIONSHIP

All employment taxes such as FICA, FUTA, and FIT, and expenses and benefits associated with employment will be the responsibility of the Consultant. The Client will have no obligation to provide Consultant with any benefits or compensation other than the compensation set forth in Paragraph 3, Fees.

5. OWNERSHIP OF INFORMATION

All originals and all copies of documents, working papers, reports, recommendations, data, minutes of meetings, memoranda and any other information relating to Consultant's work under this Agreement shall be the property of Client and shall be kept confidential in accordance with the provisions of Paragraph 6, Confidentiality. Consultant acknowledges that Client may use this information for any purpose whatsoever and Consultant agrees to transfer to Client all rights, title, and interest in such information.

6. CONFIDENTIALITY

All materials furnished to the Consultant by Client or developed by the Consultant in the course and scope of this Agreement for the benefit of Client including but not limited to rates, financial reports, surveys, and analyses and all information regardless of form is the property of the Client and shall be treated as "confidential" (except such information and material as may be established to be in the public domain) and shall not be disclosed without prior written consent.

7. GOVERNING LAW

The formation of the agreement and the rights and obligations of the parties hereunder shall be governed by and exclusively construed in accordance with the laws in the State of Rhode Island.

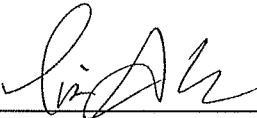
8.. ASSIGNMENT, SUCCESSORS AND ASSIGNS

This agreement is a personal contract and obligations hereunder may not be sold, transferred, or assigned. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof and this agreement shall continue in effect without said provision and will be interpreted to reflect the original intent of the parties.

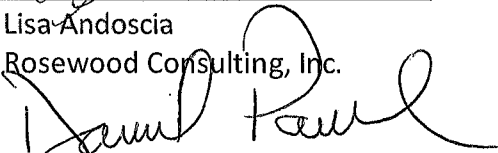
9.. ENTIRE AGREEMENT

By entering into this agreement, all prior negotiations, representations, and discussions contain the entire understanding between the parties concerning the subject matter hereof. This agreement shall not be modified except by written notice and signed by an authorized representation of each party.

IN WITNESS WHEREOF, the Parties hereto by their respective and duly authorized officers have hereunto set their names.

BY: 

Lisa Andoscia
Rosewood Consulting, Inc.

BY: 

Daniel Parrillo
Town Manager

DATE: 4/11/23