

AGREEMENT

THIS AGREEMENT dated the day of , 2014, by and between the **CITY OF STAMFORD**, a municipal corporation in the State of Connecticut, hereinafter referred to as the "City", acting herein by David R. Martin, its Mayor, hereunto duly authorized, and **CENTURY PROTECTIVE SERVICES**, 150 GRAND STREET, WHITE PLAINS, NEW YORK 10601, hereinafter referred to as the "Consultant", acting herein by Nelson V. Soracco, President and Chief Executive Officer, duly authorized.

WITNESSETH

WHEREAS, the City issued Request for Proposal #625 for Security Services for the Stamford Government Center; and

WHEREAS, the Consultant filed a Proposal in response thereto; and

WHEREAS, the City has selected the Consultant's Proposal, as modified hereunder, and wishes to set forth herein the terms and conditions under which the Consultant shall provide such management services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in: (a) the City's Request for Proposal #625 for Security Services for the Stamford Government Center, incorporated herein by reference as Exhibit A and made a part hereof; and (b) the Contractor's Proposal, incorporated herein by reference as Exhibit B and made a part hereof.

2. TERM. The term of this Agreement shall commence on June 29, 2014, and shall terminate on June 28, 2015. The City reserves the right, at its sole and exclusive option, to extend the term of this Agreement for one (1) additional year, each year thereafter, up to a maximum term of two (2) successive years.

3. COMPENSATION. For all of the duties encompassed by Paragraph 1 above, the City shall pay as compensation to the Consultant the following fees:

- a. For the first year, a fee of Three Hundred Ninety Four Thousand Eighty Five and 12/100 Dollars (\$394,085.12), payable at the rate of Thirty Two Thousand Eight Hundred Forty and 43/100 Dollars (\$32,840.43) per month;
- b. For the second year, a fee of Three Hundred Ninety Eight Thousand Seven Hundred Twenty Seven and 68/100 Dollars (\$398,727.68), payable at the rate of Thirty Three Thousand Two Hundred Twenty Seven and 31/100 Dollars (\$33,227.31) per month;
- c. For the third year, a fee of Three Hundred Ninety Eight Thousand Seven Hundred Twenty Seven and 68/100 Dollars (\$398,727.68), payable at the rate of Thirty Three Thousand Two Hundred Twenty Seven and 31/100 Dollars (\$33,227.31) per month.
- d. In addition to the sum stated in subparagraph (a) above, the Lead Guard shall be entitled to five hours of overtime pay per week at the total rate of Thirty Four and 58/100 Dollars (\$34.58) per hour for scheduling building events. At such time as the City hires a Building Manager, the Lead Guard shall cease performing such function and, accordingly, shall not receive overtime pay therefor.

4. INDEMNIFICATION. The Consultant acknowledges that it is an independent Contractor and agrees to indemnify and save harmless the City of Stamford, its officers, agents and employees, from all claims, suits, actions, damages and costs of every name and description resulting from the performance of the Consultant, or resulting from the non-performance of the Consultant, of any of the covenants and specifications of this Agreement, including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage herein required.

5. ASSIGNMENT. The Consultant shall not assign, sub-contract, or transfer any portion of the work set forth herein without the prior written approval of the City.

6. BOOKS AND RECORDS. The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Consultant's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

7. INSURANCE. The Consultant shall secure, pay for and maintain all such insurance as is required by Exhibit A.

8. REPRESENTATION. The Consultant represents that it is an expert in relation to the work to be performed under this Agreement. The Consultant further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

9. CONTRACT EXTRAS. Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Consultant that all contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or Code are fully complied with.

10. NON-APPROPRIATION. Consultant acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Consultant.

11. COMPLIANCE WITH CITY CODE PROVISIONS. The Consultant shall fully comply with the requirements of Sections 103-1 through 103-7 of the Code. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate this Agreement upon written notice to the Consultant.

12. TERMINATION.

A. **TERMINATION FOR CAUSE.** If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant and/or its subcontractors under this Agreement shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

- 1) If the Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Consultant fails to perform to the City's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payment to the Consultant for the purposes of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. The City shall effect such termination by giving written notice of termination to the Consultant and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Consultant pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

13. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut.

14. GIFTS AND POLITICAL CONTRIBUTIONS. During the term of this contract, including any extensions, the Consultant shall refrain from making gifts of money, property or services to any employee or appointed or elected official of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions Departments, Agencies and Authorities. All references to the Consultant shall include its officers, directors, employees and owners of more than 5% equity in the Consultant. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

Witness

By _____
David R. Martin
Mayor

Witness

Date: _____

CENTURY PROTECTIVE SERVICES, INC.

Witness

By _____
Nelson V. Soracco
President and
Chief Executive Officer

Witness

Date: _____

Approved as to Form:

Approved as to Insurance Requirements

Burt Rosenberg
Asst. Corporation Counsel

Ann Marie Mones
Risk Manager

Date: _____

Date: _____