

AGREEMENT

Agreement made this _____ day of _____, 2____ by and between the [nonprofit agency] with a mailing address of _____, herein referred to as the "Agency", acting herein by _____, its Executive Director, hereunto duly authorized, and the CITY OF STAMFORD, a municipal corporation in the State of Connecticut hereinafter referred to as the "City" acting herein by _____, its Mayor, hereunto duly authorized,

WITNESSETH:

WHEREAS, the City is providing funding to the Agency to provide services that benefit the residents and visitors to the City of Stamford, and

WHEREAS, the City has determined that the Agency is an organization which is willing and able to provide such services, and

WHEREAS, the City wishes to be assured the Agency is providing such services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Agency shall provide [the program(s) and/or service(s) set forth as a generality in the Agency's mission statement].
2. The City shall, for the Fiscal Year_____, provide operating/capital/indirect funding to the Agency in the amount of _____ Dollars (\$) [this agreement is to be used only when funding exceeds \$50,000 for the fiscal year].
3. The Agency agrees to provide the services described in EXHIBIT A [budget request submitted to City or statement of programming being provided by the Agency] which is attached hereto and made a part of this Agreement.
4. This Agreement shall be governed by the laws of the State of Connecticut.
5. The Agency agrees to comply with the reporting requirements set forth in paragraph 7 below which are separate from and additional to the requirements of the City's annual budget process.
6. The Agency agrees to maintain accurate financial records and accounts which sufficiently and properly reflect all direct and indirect costs of any nature expended in the provision of services required by this Agreement. The Agency agrees to provide the Director of Administration with copies, upon request, of all such records and accounts.
7. Upon request of the Director of Administration but not more often than two times a year and not prior to the third quarter of the fiscal year, the Agency shall submit to the City the

following documents, in a form and with the content required by the Director of Administration:

- a. Mission and Goal Statement (only if it has changed subsequent to the date the Agency submitted information to the City in the annual budget process);
 - b. Organization Chart (only if it has changed subsequent to the date the Agency submitted information to the City in the annual budget process);
 - c. Actual Financial Operating Results for the prior quarter;
 - d. Projected Financial Operating Results for the remainder of the fiscal year;
 - e. Most recent audited financial statement and/or most recent tax return (this provision is not intended to require an agency to obtain an audit but rather only to provide an audit that the Agency has already obtained)
8. During the period of this Agreement, the Agency agrees to notify the Director of Administration as soon as practicable of any significant events affecting its organization which might have a material effect on the provision of services required by this agreement including, but not limited to the Agency's inability and/or a failure to pay bills as they come due.
9. The Agency shall maintain all financial records relevant to its services or programs for at least three years from the date of the funding provided under this Agreement is received or expended, whichever date is later.
10. The Agency shall permit the City to review and/or observe, upon reasonable notice of the Director of Administration, the programs being offered or services being provided pursuant to this Agreement.
11. The Agency shall not transfer or assign this Agreement.
12. In the event that the Director of Administration identifies any issue of noncompliance with the Agreement, the following procedure shall be followed:
 - a. The Director of Administration shall provide the Agency with written notice of a finding of noncompliance, setting forth the specific facts upon which the finding is based. The Agency shall have sixty (60) days to correct any matter of noncompliance after receipt of said notice.
 - b. Within such sixty (60) day period, the Agency may request that the City provide it with technical assistance in order to achieve compliance. If the Agency requests technical assistance in order to take corrective action, the City shall provide technical assistance within sixty (60) days of the request.
 - c. In the event that the Agency has not achieved compliance within the timeframes specified above, the Director of Administration may notify the Agency that the City will withhold future funding to the Agency.
 - d. The Agency may request the Mayor to review the Director of Administration's decision to withhold funding within ten (10) business days after receipt of such

notice. If the Agency requests review, the funding will not be withheld pending review of the Director of Administration's decision by the Mayor. The Mayor's decision concerning whether to withhold funding shall be final.

13. If the Agency fails to achieve compliance with the requirements of this agreement, after being afforded the opportunity to achieve compliance pursuant to the provisions of Paragraph 12 of this Agreement, the City of Stamford may terminate without liability this Agreement upon written notice to the Agency.
14. The Agency shall comply with all State and local laws and regulations that may apply to its operations.
15. The Agency shall maintain its own comprehensive general liability insurance during the term of this Agreement in amounts determined to be sufficient by the City's Risk Manager. This policy shall have a minimum of \$1,000,000/\$3,000,000 in limits of liability and shall name the City of Stamford, its officers, agents, and employees as additional insureds. A copy of said policy shall be given to the City's Risk Manager upon the signing of this agreement.

The Agency further agrees to maintain any other insurance coverage reasonably required by the City's Risk Manager.

All certificates of insurance shall contain the following clause:

“Thirty (30) days written notice of cancellation or changes shall be given to the City of Stamford, Attention: Risk Manager, Stamford Government Center, 888 Washington Boulevard, P.O. Box 10152, Stamford, Connecticut 06904-2152 before any cancellation or reduction in coverage of this policy shall be effective.”

If any insurance required herein is to be issued or renewed on a “claims made” form as opposed to an “occurrence” form, the retroactive date for coverage shall be no later than the commencement date of the Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (Tail Coverage) shall be available for at least sixty (60) months.

The insurance requirements of the Agreement are an integral part of the Agreement. Any defect in the insurance program required in the Agreement may result in termination of the Agreement, as stipulated in the Agreement. No employee or the entity can modify the terms of the Agreement without the prior approval of Corporation Counsel and the Chief Administrative Officer or his/her designee.

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

, Mayor

[Agency]

Executive Director

Approved By: City of Stamford

Ass't. Corporation Counsel

_____, Risk Manager

_____, Grants Officer