



INTEROFFICE MEMORANDUM

TO: Planning Board
Board of Finance
Board of Representatives

FROM: David Martin, Mayor 

DATE: July 3, 2019

RE: Optimus Health Care, Inc. Lease Agreement for
Office Space at Government Center on 8th Floor

Please review the attached Agreement and advise your recommendation.

Thank you.

Enc.





CITY OF STAMFORD, CONNECTICUT
INTER-OFFICE CORRESPONDENCE



June 28, 2019

TO: Mayor David Martin

FROM: Chris Dellaselva

RE: Lease Agreement between the City of Stamford ("Lessor") &
Optimus Health Care, Inc. ("Lessee")
Lease of Office Space at Government Center on 8th Floor

Dear Mayor Martin,

Following this cover are **three (3) copies** of the above-mentioned Lease Agreement, which I have approved as to form and David Villalva has approved as to insurance.

The Lessee administers the Special Supplemental Nutrition Program for Women, Infants and Children, better known as the WIC Program.

The rent will be Twenty Eight Thousand Eight Hundred Dollars (\$28,800.00) per year for the first five-years of the Term.

Please forward this lease along to the Planning Board, Board of Finance and Board of Representatives (in that order) for approval.

The business manager of these services is Dr. Jennifer Calder. Please direct any questions regarding the Agreement with Lessee to Dr. Calder. You may, of course, contact me at your convenience if I may be of further assistance to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Dellaselva", written over a horizontal line.

Chris Dellaselva

Enc.

**LEASE AGREEMENT BY AND BETWEEN
THE CITY OF STAMFORD
AND
OPTIMUS HEALTH CARE, INC.**

THIS LEASE AGREEMENT dated the ____ day of _____, 2019, is by and between the **CITY OF STAMFORD**, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut (hereinafter the "Lessor"), and acting herein by David R. Martin, its duly authorized Mayor, and **OPTIMUS HEALTH CARE, INC.**, a domestic corporation with a principal place of business located at 982 East Main Street, Bridgeport, Connecticut (hereinafter the "Lessee"), and acting herein by Ludwig M. Spinelli, its duly authorized Chief Executive Officer..

W I T N E S S E T H:

1. **Demised Premises.** The Demised Premises consists of approximately one thousand three hundred seventy five (1,375) square feet of office space on the 8th floor of Government Center, 888 Washington Boulevard, Stamford, Connecticut, as depicted in the Floor Plan, attached hereto as Exhibit A.

2. **Term.** This Lease shall commence, retroactively, on December 29, 2018, and terminate one (1) year thereafter (the "Lease Term"). This Lease Agreement shall automatically renew for one (1), additional year every year thereafter. Either party may terminate this Lease Agreement at any time and for any reason by giving written notice to the other party no less than thirty (30) days before the effective date of termination.

3. **Rent.** The Rent to be paid by the Lessee to the Lessor shall be in the amount of Twenty Eight Thousand Eight Hundred Dollars and Zero Cents (U.S. \$28,800.00) per year for the first five years of the Term and the first year's rent shall be made payable to the order of the "City of Stamford" on the date this Lease is executed by both parties. Rent for subsequent years (including the extension periods, if exercised) shall be due annually on or in advance of the anniversary date of this Lease. The Rent to

be paid by Lessee shall be renegotiated for each extension period provided for in Section 2, above.

4. **Use.** The Lessee may use and occupy the Demised Premises for the sole purpose of administering the Special Supplemental Nutrition Program for Women, Infants and Children, better known as the WIC Program (the "Programs"). Lessee shall, at its sole cost and expense, obtain all governmental licenses and permits required to allow Lessee to conduct the Programs. Lessee disclaims any warranty that the Premises are suitable for Lessee's use and Lessee acknowledges that it has had a full opportunity to make its own determination in this regard. No other use shall be permitted on the Demised Premises unless such use is specifically pre-approved in writing by the City of Stamford Director of Operations.

5. **Days/Hours of Operation.** Lessee shall operate the Programs per the Connecticut State Department of Health Requirements.

6. **Lessee Representative and Key Personnel.** All appointments of representatives or personnel of Lessee assigned in any manner to the Demised Premises are subject to background checks at the sole option of Lessor. Lessee and any such representatives or personnel shall fully comply with Lessor's request for any such checks.

The following representatives or personnel of Lessee are hereby authorized to act on behalf of Lessee with respect to the operation of the Programs at the Demised Premises and shall have full authority to accept instructions, make decisions, communicate for and act on behalf of Lessee at all times.

Lessee Representative: Ludwig M. Spinelli
Title: Chief Executive Officer

7. **Morals Clause.** Neither Lessee, Lessee's Representatives nor Lessee's Key Personnel, as defined in Section 7, above, shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the

reputation and goodwill associated with Lessor. If Lessee, Lessee's Representative or Lessee's Key Personnel is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or Lessor or Lessee is accused of performing or committing any act which could adversely impact Lessee's events, Programs, services, or reputation, Lessor shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period Lessee may cure such offense. The determination of whether and to what extent the offense is cured shall be made by Lessor at its sole discretion.

8. **Approval.** This lease is subject to the prior approval of the City of Stamford's Planning Board, Board of Finance, Board of Representatives and Mayor.

9. **Assignment.** The Lessee shall not assign this Lease or any interest therein.

10. **Subletting.** The Lessee shall not sublease, permit, or license the Demised Premises or any part thereof.

11. **Quiet Enjoyment.** The Lessee, provided it is not in default hereunder, shall peaceably hold, occupy and enjoy the Demised Premises for the Lease Term, including any extension thereof, without hindrance, molestation, ejection or interference except as otherwise provided in this Lease or as permitted by law.

12. **Lessee's Covenants.** The Lessee agrees, warrants and represents that it shall commit no waste to the Demised Premises, nor suffer the same to be committed thereon, nor injure nor misuse the same; and further agrees, warrants and represents that the Lessee has neither the right nor the power to assign or hypothecate this Lease in any way whatsoever, except as otherwise provided in this Lease, nor make alterations or improvements to the Demised Premises without the prior written approval of the City of Stamford Director of Operations, which approval may be withheld, nor use the same for any purposes except as those expressly authorized herein or in accordance with the

applicable provision of this Lease. The Lessee shall keep the Demised Premises in good condition, free of debris, safely and adequately for the uses and purposes hereby authorized. The Lessee shall deliver the Demised Premises up to Lessor upon the expiration or earlier termination of this Lease in reasonably good condition, normal wear and tear excepted, and the Lessee shall have no right nor obligation to remove any improvements to the Premises without the prior written consent of Lessor.

13. Default by Lessee. If Lessee should be in breach or default of or violate any of the terms and conditions of this Lease, or if the Lessee should assign or hypothecate this Lease or sublet the Demised Premises or otherwise dispose of the whole or any part of the Demised Premises or make any structural alterations therein without the prior written approval of the Lessor, or shall commit waste or suffer the same to be committed on said Demised Premises or injure or misuse the same, or if this Lease shall by operation of law, devolve upon or pass to anyone other than the Lessee, then this Lease shall thereupon, by virtue of this express stipulation expire and terminate, at the option of the Lessor, and the Lessor may, at any time thereafter re-enter said Demised Premises and shall have and possess all of the Lessor's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statutes relating to summary process; it being understood that no demand for rent nor re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statutes relating to summary process, that any or all right to any such demand or any such re-entry is hereby expressly waived by Lessee.

14. Compliance with Laws. Lessee shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to its use and occupancy of the Demised Premises.

15. Access to Demised Premises. Lessor and its employees, officers, agents and independent contractors shall have the right to enter and inspect the Demised Premises at any reasonable time during business hours after reasonable prior oral or written notice to the Lessee, or at any time in case of emergency, for the purpose of

ascertaining the condition of the Demised Premises, curing at default on the part of the Lessee at the Lessee's sole cost and expense or making major repairs and capital improvements at the Lessor's sole cost and expense. Lessor shall have a copy of the most current key(s) along with any access and security codes to the Demised Premises for the purposes set forth in this paragraph.

16. Repairs; Maintenance. Lessor shall be responsible for the repair and maintenance of the premises and common areas, including the foundation, floors, roof, windows, exterior walls and all structural, electrical, mechanical and plumbing systems, equipment and fixtures serving the premises and common areas. As used herein, the term "repairs" shall include replacements and other improvements that are necessary to the maintenance of the premises and common areas in good order and condition. All repairs inside and maintenance to the Demised Premises, except those that are caused by the Lessor's negligence, shall be the sole responsibility of the Lessee. The Lessee shall keep the Demised Premises free from all dirt and other refuse and deposit the same in areas designated by the Lessor. The Lessee shall not be required to perform any repair or maintenance work other than as set forth herein but may install and remove furniture, telephone and electrical equipment at its sole cost. Lessor shall provide and pay charges for the following services and utilities at no cost to the Lessee:

- (a) Heat and air conditioning;
- (b) All utilities, including fuel, water and sewer, electricity and garbage removal;
- (c) Common use of restrooms;
- (d) Parking for Lessee's staff in the Stamford Government Center Parking Garage on a floor or on floors designated by the Lessor;
- (e) Cleaning of the Demised Premises and security of the Government Center as determined by the Lessor;
- (f) Any services or other charges not stated above shall be paid by the Lessee;

17. Books and Records; Audits. Lessee shall maintain separate books and records for expenditures arising from its use of the Demised Premises and the operation

of the Programs. Lessee shall provide Lessor open and regular access to such books and records upon the demand of Lessor.

Lessee shall maintain all records, correspondence and all other types of documentation related to the maintenance, repair, improvement and alteration of the Demised Premised, including but not limited to all maintenance agreements, certifications, inspections related thereto, and shall provide the Lessor with copies of such records, correspondence and documentation immediately upon the Lessor's written request.

18. Non-Appropriation. Any obligation of Lessor to make payments or expenditures of any kind under this Lease shall be contingent upon the Lessor securing the requisite approvals and appropriation(s) being duly passed pursuant to the laws of the City of Stamford.

19. Insurance Requirements. The Lessee shall provide, at its sole cost and expense, documentary proof of the insurance coverages set forth in the City of Stamford Insurance Requirements attached hereto as Exhibit B and hereby made a part hereof as if fully set forth herein. All insurance coverage and certificates of insurance shall be approved by the City of Stamford Risk Manager prior to commencement of occupancy of the Demised Premises or execution of this Lease Agreement. Other insurance coverages may be required by the City of Stamford Risk Manager, which are predicated upon specific needs. If, at any time, any of the said insurance policies shall be or become unsatisfactory to the City of Stamford Risk Manager as to form or substance, in the reasonable discretion of the City of Stamford Risk Manager, or if any insurance company shall become unsatisfactory to the City of Stamford Risk Manager, in the reasonable discretion of the City of Stamford Risk Manager, the Lessee shall, within a reasonable period of time after written notice obtain a new insurance policy, submit same to the City of Stamford Risk Manager for approval and submit a certificate thereof as hereinabove required. Upon failure of the Lessee to furnish, deliver or maintain same, this Lease, at the election of the Lessor, may forthwith be declared suspended, discontinued or

terminated. Failure of the Lessee in the above shall not relieve Lessee from any liability under the Lease, nor shall the insurance requirements be construed to conflict with the obligations of the Lessee concerning its liability or indemnification obligations under this Lease Agreement.

20. **Non-Waiver.** The failure of the Lessor to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor may have; and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained, the Lessor reserving the right to require strict compliance therewith at any time, with or without notice except as may be otherwise required herein.

21. **Condition of and Damage to the Demised Premises.** Lessee agrees, warrants and represents that it has examined the Demised Premises and that the Demised Premises are suitable for the uses and purposes intended by this Lease. No agreements, promises, covenants, warranties or representations have been made by the Lessor as to the condition of said Demised Premises upon which the Lessee has relied in entering into this Lease, and Lessee agrees to take the Demised Premises "As-Is" in its present and existing condition. Should the Demised Premises be partially damaged or rendered unfit for use by fire or other cause, the Lessor shall have no obligation to repair any damage, and either the Lessor or the Lessee may terminate this Lease immediately, at no cost or liability to the Lessor or Lessee, as the case may be.

22. **Indemnification.** Lessee agrees to indemnify, save harmless and defend, at Lessor's option, Lessor of and from any and all fines, claims, suits, actions, judgments, damages or liability and acts of any kind by reason of any breach, violation, or non-performance of any covenant or condition hereof or for the violation of any law, statute, regulation or order, on the part of Lessee, its agents, employees or officers. The indemnifications provided herein by the Lessee shall not extend to any claims, etc., as may arise from the negligent acts or omissions of the Lessor, its officers, employees, and authorized agents acting on Lessor's exclusive behalf.

If either the Lessor or the Lessee receives notice of any claim giving rise to the Lessee's obligation to indemnify and defend the Lessor, such party shall immediately notify the other party in writing of such claim. Lessor shall have the right and option in the first instance, through counsel of its own choosing and at its own expense, to deal with, defend, settle or compromise any such claim.

If the Lessee fails to appoint counsel to deal with, defend, settle or compromise any such claim within sixty (60) days after receiving this notice thereof, the Lessor may deal with, defend, settle or compromise any such claim through counsel of its own choosing at the expense of the Lessee. In such event, no settlement or compromise shall be made without prior written notice to the Lessee. Lessor shall cooperate with the Lessee in the defense of any such claim or litigation at the Lessee's sole cost and expense.

23. **Mechanic's Liens.** In the event that any mechanic's lien is filed against the Demised Premises as a result of alterations, additions or improvements made by Lessee, Lessor, at its option, may upon thirty (30) days prior written notice pay the said lien provided that Lessor reasonably determines after inquiring into the validity thereof that the lien is valid and the amount claimed is due, and Lessee shall forthwith reimburse Lessor the total expenses incurred by Lessor in discharging the said lien.

24. **Notices.** All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the Demised Premises, shall be in writing. If the Lessor or its agents desires to give or serve upon the Lessee any notice or demand, it shall be sufficient to send a copy thereof by first class mail, addressed to the Lessee at the Demised Premises with a copy to Optimus Health Care, Inc., 982 East Main Street, Bridgeport, Connecticut. All such notices to the Lessor from the Lessee shall be sent by first class mail to the Director of Operations, City of Stamford, 888 Washington

Boulevard, P.O. Box 2152, Stamford, Connecticut, 06904-2152, with a copy to the Director of Legal Affairs at said that, same address.

25. **Holdovers.** In the event that the Lessee shall remain in the Demised Premises after the expiration of the term of the Lease without having executed a new written Lease with the Lessor, such holding over shall not constitute a renewal or extension of this Lease. The Lessor may, at its option, elect to treat the Lessee as one who has not removed at the end of its term, and thereupon be entitled to all the remedies against Lessee provided by law in that situation, or the Lessor may elect to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration.

26. **Eminent Domain; Condemnation.** In the event the whole or any part of the Demised Premises shall be taken under any power of eminent domain or condemnation, this Lease shall be terminated and the Lessee hereby waives any claim to compensation for the Lessee's loss of the fair market value of the Demised Premises.

27. **Personal Property.** All of the Lessee's personal property of every kind and description, which may at any time be inside of the Demised Premises, shall be at the Lessee's sole risk with respect to loss by theft, except when due to the Landlord's negligence.

28. **Entire Agreement.** This Lease contains the entire agreement between the parties and all representations to this tenancy or to the Demised Premises are included herein.

29. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Connecticut and the parties hereby waive any choice of law provisions contained therein.

30. **Confidentiality.** During and after the term of this Agreement, Lessee, including, without limitation, its employees, agents, servants and representatives, shall not directly or indirectly disclose or make available to any person, firm, corporation,

association or other entity of any reason or purpose whatsoever, or use or cause to be used in any manner adverse to the interest of Lessor, any financial, administrative or other confidential business information, except as require by law.

31. **Gifts.** During the term of this Agreement, including any extensions, Lessee shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee 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 or Authorities. All references to Lessee shall include its members, officers, directors, employees, and owners of more than 5% equity in Lessee.

32. **Code of Ethics.** Lessee shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an “employee”, as defined in that Chapter, strictly for the purpose of compliance thereto. Lessee is prohibited from using its status as a tenant of The City of Stamford to derive any interest(s) or benefit(s) from other individuals or organizations.

33. **Dispute Resolution.**

A. **EXECUTIVE MEETING.** The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this Agreement (“Claims”) through a meeting of the chief executives of each party, or their respective designees (“Executive Meeting”).

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon.

B. MEDIATION. Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. ARBITRATION. Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of The City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

D. PERFORMANCE DURING DISPUTE. Unless otherwise directed by The City, The Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

E. CLAIMS FOR DAMAGES. Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

34. Successors and Assigns. This Lease shall be binding upon the parties, their successors, successors and assigns, trustees and legal representatives.

Remainder of page intentionally left blank. Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Lease on the date and year first above written.

CITY OF STAMFORD

Print:

Print:

By: _____
Name: David R. Martin
Title: Mayor

OPTIMUS HEALTH CARE, INC.

Karen A. Daky
Print: _____
Print: _____

By: Ludwig M. Spinelli
Name: Ludwig M. Spinelli
Title: Chief Executive Officer

Approved as to form:

Chris Dellaselva 6/11/2019
Chris Dellaselva
Assistant Corporation Counsel

Approved as to insurance:

David Villalva 6/12/19
David Villalva
Risk Manager

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss: Stamford

Personally appeared David R. Martin, Mayor of the City of Stamford, and signer and sealer of the foregoing instrument, who acknowledged the same to be the free act and deed of said City, and his free act and deed as Mayor thereof, before me, the undersigned, this _____ day of _____ 2019.

Print:
Commissioner of the Superior Court /
Notary Public
My Commission Expires on: _____

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss: Stamford

Personally appeared Ludwig M. Spinelli, Chief Executive Officer of Optimus Health Care, Inc., and signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed, and his free act and deed on behalf of Optimus Health Care, Inc., before me, the undersigned, this 28th day of MAY, 2019.

LINDA UGARTE
Notary Public
State of Connecticut
My Commission Expires
October 31, 2019

Print: Linda Ugarte
Commissioner of the Superior Court /
Notary Public
My Commission Expires on: _____

1. Author
 2. Title
 3. Volume
 4. Page
 5. Date



FINISHES PLAN LEGEND



F# FLOOR
B# BASE
W# WALL
C# CEILING

SEE FINISH LEGEND

FINISHES LEGEND

FLOORS

- F1 DIRECT GLUE DOWN CARPET TILE. CONTRACTOR TO PROVIDE MATERIAL AND INSTALLATION. BUDGET MATERIAL ONLY FOR \$30 P.S.Y.
- F2. EXISTING CARPET TILE SALVAGED FROM DEMOLITION. CONTRACTOR TO RELAY TILES DISTURBED DURING DEMOLITION.

WALLS

- W1 DRYWALL PARTIED, 2 COATS INTERIOR LATEX EGGSHELL FINISH, BENJAMIN MOORE OR EQUAL AND APPROVED. COLOR TO BE SELECTED.

BASE

- B1 1/8" RUBBER 4" STRAIGHT EDGE BASE FOR CARPET TYPPE OR EQUAL AND APPROVED. COLOR TO BE SELECTED.

CEILING

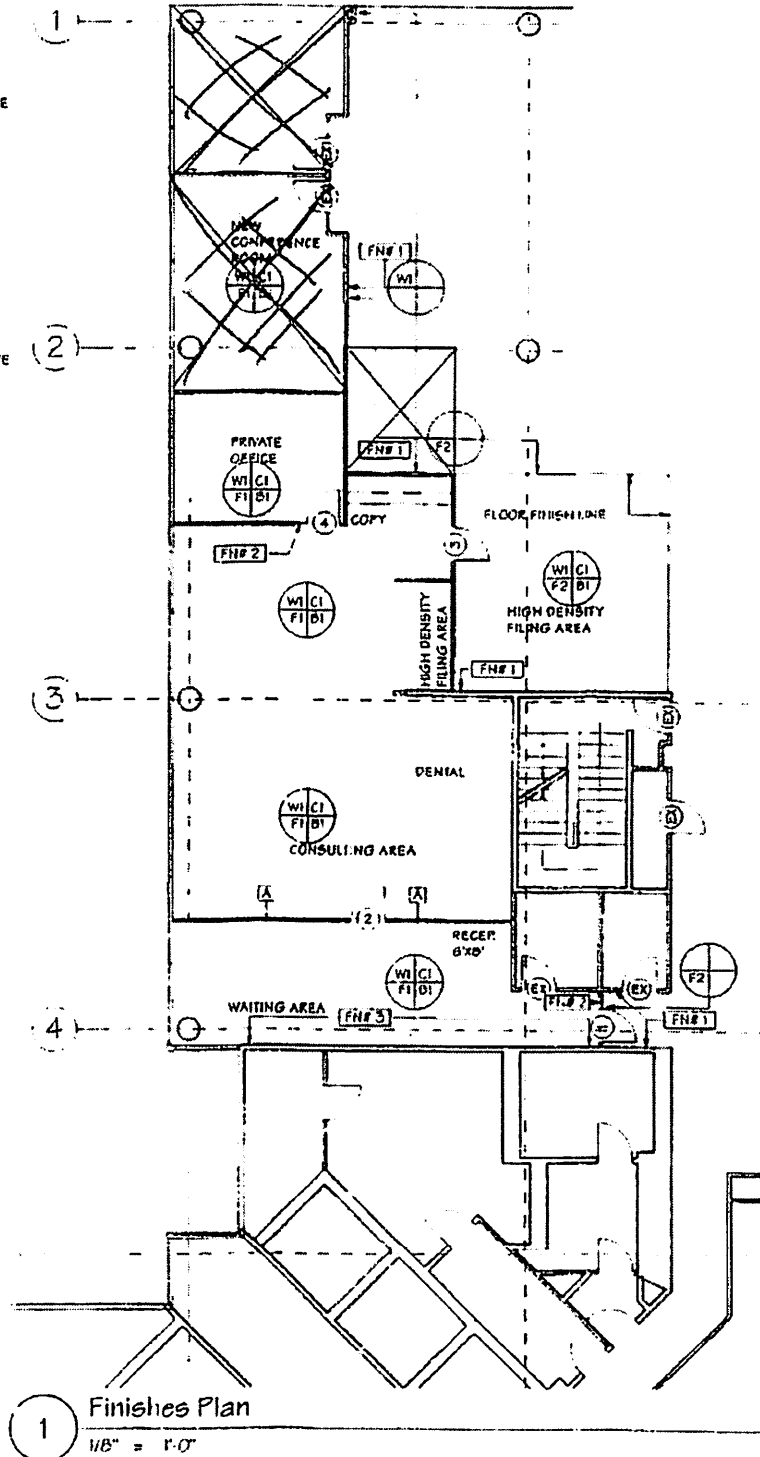
- C1 MATCH EXISTING 2 X 2 GRID AND TILE SYSTEM. CONTRACTOR SHALL VERIFY CEILING RATING TO ENSURE CORRECT TILE AND GRID SELECTION AND INSTALLATION. PATCH AND REPAIR CEILING WHERE NEW CONSTRUCTION INTERSECTS.

SPECIFIC FINISHES NOTE (FN#):

- 1 CONTRACTOR TO PATCH AND REPAIR ANY DAMAGE DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO WALLS & WALLCOVERING FLOORS, CEILINGS, ETC. MATCH EXISTING.
- 2 CONTRACTOR TO PROVIDE FULL HGT. HORIZONTAL BLINDS AT SIDE LITE. MATCH BUILDING STANDARD.
- 3 CONTRACTOR TO THOROUGHLY CLEAN EXISTING WALL COVERING.

Exhibit A - Floor Plan (Approx. 1,375 Square Feet)

X = Reserved for City Use



PEN
ODS
HITECTS

400 MAIN STREET
STAMFORD, CT 06901
(P) 203 969-1444
(F) 203-969-1448
(E) www.culpenandwoods.com

Structural Engineer

Mechanical Engineer

Stamford Govt. Cen

888 Washington Blvd
Stamford, CT 06902

EXHIBIT B
CITY OF STAMFORD
INSURANCE REQUIREMENTS
WIC Operation

The Vendor will be required to submit certificates of insurance, which contain the minimum insurance coverages described below:

1. Standard workers' compensation, which complies with all Connecticut workers' compensation statutes and regulations.
2. Employer's liability insurance, which contains limits of liability of not less than \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease – each employee.
3. Commercial general liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. Such coverage shall include the following:
 - (a) Products liability and completed operations, which shall be maintained for a period of not less than three (3) years following completion of the services under this Agreement or termination of the Agreement, whichever is later.
 - (b) Contractual liability insurance, which insures any indemnities contained in the Agreement between the Vendor and the City of Stamford;
 - (c) Broad form property damage coverage;
 - (d) City of Stamford and its employees, agents and officers designated as additional insureds;
 - (e) Policy shall be underwritten on an occurrence basis.
4. Commercial automobile liability insurance, which contains minimum limits of liability of \$1,000,000 per accident, and contains, at a minimum, the following coverage provisions:
 - (a) Coverage for all owned, non-owned and hired vehicles;
 - (b) City of Stamford and its employees, agents and officers designated as additional insureds.
5. Commercial crime insurance, including employee dishonesty coverage with a minimum limit of liability of \$500,000.
6. Professional liability insurance, which covers the services to be provided pursuant to the Agreement with a minimum limit of liability of \$1,000,000 per claim.

7. If any insurance is underwritten on a claims made, as opposed to an occurrence basis, the retroactive date in the policy shall be the earlier of the effective date of the Agreement between the Vendor and the City of Stamford or the date the Vendor commences its services for the City. The policy shall also contain an extended reporting date of not less than three years following termination of the Agreement between the Vendor and the City of Stamford or conclusion of the services rendered by the successful Vendor, whichever is later.
8. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and its employees, agents and officers. The Vendor shall waive any right of claim, loss or damage against the City of Stamford and its employees, agents and officers.
9. All insurance policies required under this Agreement shall contain thirty (30) days prior written notice to the City of Stamford's Risk Manager in the event of cancellation, termination or material change to any policy terms or conditions required hereunder.
10. The insurance required hereunder shall in no way serve to limit or reduce the liability of the Vendor under this Agreement.
11. The Vendor shall provide the Risk Manager with certificates of insurance, which evidence the insurance required hereunder.

AGORN.		CERTIFICATE OF INSURANCE										
PRODUCER Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.									
INSURED Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number			COMPANIES AFFORDING COVERAGE <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">COMPANY A</td> <td>Name of Insurance Company</td> </tr> <tr> <td>COMPANY B</td> <td>Name of Insurance Company</td> </tr> <tr> <td>COMPANY C</td> <td>Name of Insurance Company</td> </tr> </table>				COMPANY A	Name of Insurance Company	COMPANY B	Name of Insurance Company	COMPANY C	Name of Insurance Company
COMPANY A	Name of Insurance Company											
COMPANY B	Name of Insurance Company											
COMPANY C	Name of Insurance Company											
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS							
A	GENERAL LIABILITY (FOREIGN)	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE	\$ 2,000,000						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$1,000,000						
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$1,000,000						
	OWNERS' & CONT PROT				EACH OCCURRENCE	\$1,000,000						
					FIRE DAMAGE (Any one fire)							
					Each claim / incident	\$1,000,000						
A	AUTOMOBILE LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX								
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT	\$1,000,000						
	ALL OWNED AUTOS				BODILY INJURY (Per Person)	\$						
	SCHEDULED AUTOS				BODILY INJURY (Per Accident)	\$						
	HIRE AUTOS				PROPERTY DAMAGE	\$						
	NON-OWNED AUTOS				AUTO ONLY - EACH ACCIDENT	\$						
					OTHER THAN AUTO ONLY:							
					EACH ACCIDENT	\$						
					AGGREGATE	\$						
					EACH OCCURRENCE	\$						
					AGGREGATE	\$						
						\$						
	GARAGE LIABILITY											
	ANY AUTO											
	EXCESS LIABILITY											
	UMBRELLA FORM											
	OTHER THAN UMBRELLA FORM											
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> STATUTORY LIMITS	\$						
	EMPLOYERS' LIABILITY				EACH ACCIDENT	\$500,000						
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				DISEASE - POLICY LIMIT	\$500,000						
					DISEASE - EACH EMPLOYEE	\$500,000						
A	Crime incl. employee dishonesty	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$500,000							
C	Professional Liability	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$1,000,000							
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: <i>City of Stamford and its employees, agents, and officers designated as additional insureds under commercial general liability and automobile liability. All insurance required hereunder are primary, not excess or contributory, to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation on all insurance required hereunder apply to City of Stamford and its employees, agents, and officers.</i>												
CERTIFICATE HOLDER Risk Manager, City of Stamford 888 Washington Boulevard Stamford, CT 06904-2152			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.									