

**CONTRACT SUMMARY
RE: PINACOM INC.**

TYPE OF CONTRACT:	Services
GOVERNING LAW:	State of Connecticut
PARTIES:	City of Stamford Pinacom Inc. d/b/a/ Avalon IT Systems ("Consultant")
PURPOSE:	Administrative Services for Police Department Extra Duty Services
PROJECT LOCATION:	City of Stamford
CONTRACT PRICE:	\$192,847 per year for a three year period.
COMMENCEMENT DATE:	Date of Execution
PERIOD/END DATE:	Term of one year
RENEWAL:	Two additional 1 year terms at the City's sole option
SCOPE OF SERVICES:	Administrative Services for Police Department Extra Duty Services, as set forth in RFP 691 and Consultant's Proposal, attached as Exhibits A & B, including a proprietary computer system for the generation and documentation of paychecks, invoices, and accounts receivable; an on-site customer service representative; invoice and payment processing; bad debt notification; invoice collection, payroll processing and generation of reports.
IMPORTANT TERMS/ CONDITIONS PRECEDENT:	City's obligation to pay contingent upon approval of funds City not liable of any additional costs unless provisions of Charter and Code complied with Consultant to comply with Code §§103-1 through 103-10 No gifts or political contributions to City employee or official by Consultant during term of contract
CONSULTANT'S REPRESENTATIONS:	Consultant represents that it is qualified in relation to work to be performed under Agreement and has requisite skills, expertise and knowledge and that City relies on this representation
RIGHTS TO ASSIGN:	No right to assign without prior written approval of City
SUBCONTRACTING:	No right to sub-contract without prior written approval of City of specific subcontractor to be used
INSURANCE:	<ul style="list-style-type: none"> - Commercial general liability – not less than \$1 million combined single limit per occurrence and \$2 million aggregate - Comprehensive auto liability – minimum of \$1 million combined single limit per occurrence - Workers' compensation – Statutory limits - Employer's liability – not less than \$100,000 per accident All insurance to contain waivers of subrogation in favor of the City of Stamford
CITY'S POWERS TO TERMINATE:	<ul style="list-style-type: none"> - If Consultant fails to fulfill its obligations in a timely and proper manner or violates any terms of the Agreement - If Consultant made material misrepresentation in connection with Agreement - If Consultant fails to perform any material requirement of Agreement to City's satisfaction - If City reasonably determines satisfactory performance of agreement is endangered - With cause on 5 days' written notice or without cause on 20 days' written notice.
INDEMNIFICATION	Consultant will indemnify, defend and hold harmless City for all claims, suits, damages, etc. resulting from Consultant's negligent performance or intentional or negligent failure to perform a duty imposed by law or the Agreement, including reasonable attorneys' fees.
DISPUTE RESOLUTION	Parties shall attempt to resolve all disputes through a meeting of the chief executives of each party. If not resolved, claims shall be subject to mediation and, if not successful, arbitration.