

**CONTRACT SUMMARY**  
**RE: HART HALSEY LLC d/b/a EXTRA DUTY SOLUTIONS**  
**Administrative Services for Police Extra Duty Employment**

<b>TYPE OF CONTRACT:</b>	Services
<b>GOVERNING LAW:</b>	State of Connecticut
<b>PARTIES:</b>	City of Stamford (“City”) Hart Halsey LLC d/b/a Extra Duty Solutions (“Consultant”)
<b>PURPOSE:</b>	To provide administrative services for police extra duty employment
<b>CONTRACT PRICE:</b>	\$215,000 per year, not to exceed \$99,000 during the Initial Term
<b>COMMENCEMENT DATE:</b>	August 9, 2021
<b>PERIOD/END DATE:</b>	August 8, 2022,
<b>RENEWAL:</b>	Option for additional extensions of no more than one year each, for no more than a total of 2 more years
<b>SCOPE OF SERVICES:</b>	Provide design services for administrative services for police extra duty employment, including generation and documentation of extra duty paychecks and invoices for extra duty; collection and documentation of payments; payroll reconciliation and scheduling through City website as more fully set out in Exhibit A (RFP #831), Exhibit A-1 (Addendum No. 1) and Exhibit B (Consultant’s Proposal)
<b>IMPORTANT TERMS/CONDITIONS PRECEDENT:</b>	<ul style="list-style-type: none"> <li>- Consultant shall maintain records for period of not less than 3 years from date of final payment</li> <li>- No gifts or political contributions to City employee or official by Consultant during term of contract</li> <li>- All contract extras governed by City Charter and/or Code. City will not pay additional costs unless Charter/Code complied with.</li> <li>- City’s obligation to make payment is contingent upon appropriation by the Board of Representatives of sufficient funds</li> <li>- Consultant will comply with Code §§ 103-1 through 103-10</li> <li>- Consultant to Comply with Code of Ethics in Code Chapter 19</li> </ul>
<b>REPRESENTATIONS:</b>	Consultant has necessary skill, expertise, and knowledge necessary to perform scope of services. City relies upon Consultant’s representation
<b>RIGHTS TO ASSIGN/SUBCONTRACTS:</b>	No right without prior written consent of City except for subcontractors disclosed in Consultants proposal
<b>INSURANCE:</b>	Per Exhibit A, Consultant must hold: <ul style="list-style-type: none"> <li>(1) Commercial General Liability insurance: \$2,000,000 aggregate</li> <li>(2) Cyber Liability insurance: \$1,000,000 per occurrence</li> <li>(3) Commercial automobile liability insurance: \$1,000,000 per accident</li> <li>(4) Employer’s Liability Insurance: \$100,000 minimum</li> <li>(5) Workers’ Compensation Insurance: Statutory limits</li> <li>(6) Employee Dishonesty/Crime Policy: \$500,000 per occurrence</li> </ul>
<b>INDEMNIFICATION:</b>	Consultant to indemnify City against all losses, cost, damages, or claims caused by negligent actions or omissions by Consultant of Agreement, including reasonable attorneys’ fees
<b>LIMITATION OF LIABILITY:</b>	Consultant’s sole remedy for City delays is an extension of time to complete the Scope of Services
<b>CITY’S POWERS TO TERMINATE:</b>	<ul style="list-style-type: none"> <li>- City may terminate if Consultant fails to fulfill its obligations in a timely manner</li> <li>- City may terminate “For Cause” on 5 days’ written notice</li> <li>- City may terminate “For Convenience” on 20 days’ written notice.</li> <li>- City may terminate upon failure of the Board of Representatives to appropriate sufficient funds</li> <li>- City may terminate upon 15 days’ notice if Consultant, Consultant’s Representative or Consultant’s key personnel accused of moral or ethical issues, dishonesty, theft or misappropriation</li> </ul>
<b>“CAUSE”</b>	<ul style="list-style-type: none"> <li>- False representations</li> <li>- Failure to perform any material requirement to City’s satisfaction</li> <li>- City determines satisfactory performance by Consultant endangered or reasonably anticipates a default</li> <li>- Violation of §§103-1 through 103-10 of the Code of Ordinances</li> </ul>
<b>DISPUTE RESOLUTION</b>	Executive Meeting, then Mediation, then Arbitration