



CITY OF STAMFORD, CONNECTICUT  
INTER-OFFICE CORRESPONDENCE

SPEC. MEETING  
MONDAY MARCH 14, 2005

TO: Mayor Dannel P. Malloy

FROM: Sybil V. Richards, Deputy Corporation Counsel *SVR*

RE: Agreement between the City and Tax Management Associates, Inc.

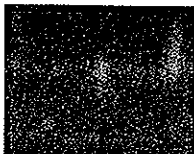
DATE: March 8, 2005

Enclosed with this memorandum is a copy of the above-referenced agreement between the City and Tax Management Associates, Inc. for audit consulting services in relation to an audit of the personal property owned and/or acquired by businesses filing a list of their personal inventory with the Tax Department. The services shall commence upon the execution of the agreement by the parties and the compensation shall not exceed \$150,000.00 or \$300,000.00, respectively, from the date the agreement begins through June 30, 2005 or June 30, 2006, as the case may be.

Any services performed beyond July 1, 2006 shall not exceed the amount of funds so appropriated for such purpose. The term of the agreement shall terminate on June 30, 2007 unless extended by the parties for an additional one-year term. If this meets with your satisfaction, please forward it to the Board of Finance and Board of Representatives for approval. Should you have any questions, please contact me. Thank you.

Enc.

cc: Thomas M. Cassone, Director of Legal Affairs (w/o enc.)  
William Forker, Tax Collector (w/o enc.) ✓  
Burt Rosenberg, Asst. Corporation Counsel (w/enc.) ✓



TAX MANAGEMENT ASSOCIATES, INC.  
Quality By Design

## AGREEMENT

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF STAMFORD, a municipal corporation in the State of Connecticut, hereinafter referred to as the "City", acting herein by Dannel P. Malloy, its Mayor, hereunto duly authorized, and TAX MANAGEMENT ASSOCIATES, INC., 2225 Coronation Blvd., PO Box 17128, Charlotte, NC 28227, hereinafter referred to as the "Consultant", acting herein by Richard H. Cooke, Sr., its President, duly authorized.

## WITNESSETH:

WHEREAS, the City of Stamford solicited a Request for Proposal for Personal Property Audit Consulting Services; and,

WHEREAS, the Consultant has responded to the City by submitting a Response to the Request for Proposal; and,

WHEREAS, the City has accepted the Consultant's Proposal for said work, pursuant to the terms hereinafter set forth.

## **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, Exhibit A attached hereto and incorporated herein; and (b) in the Consultant's Proposal, Exhibit B.

**2. COMPENSATION.** The City shall pay compensation to the Consultant based upon the Per Audit Fee Schedule contained in Exhibit B.

- (a) The amount of compensation to be paid to the Consultant from the date of execution of this Agreement to June 30, 2005 shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00);
- (b) Based upon available appropriations, the amount of compensation to be paid to the Consultant from the date of execution of this Agreement to June 30, 2006 shall not exceed Three Hundred Thousand Dollars (\$300,000.00);
- (c) With regard to services rendered on and subsequent to July 1, 2006, the amount of compensation to be paid to the Consultant shall not exceed the amount of funds appropriated by the City for additional services to be rendered pursuant to the terms of this Agreement.

**3. TERM; TIME OF COMMENCEMENT AND COMPLETION OF WORK.** This Agreement shall commence upon the execution of the Agreement by both parties. This Agreement shall terminate on June 30, 2007, provided that the Agreement may be extended for a period of one year upon the mutual written agreement of the parties.

The Consultant shall complete said work in a timely, efficient, and diligent manner. It is agreed and understood that time is of the essence, and that if the Consultant fails to perform the work within the period allowed, the City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the Consultant's breach of this Agreement.

**4. REVIEW OF WORK.** The Consultant will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

**5. INDEMNIFICATION.** The Consultant acknowledges that it is an independent Consultant 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 to the extent caused by the negligent acts, error or omissions of the Consultant in performance 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.

**6. 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.

**7. 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.

**8. INSURANCE.** The Consultant shall maintain all such insurance as is more particularly described in the "Insurance Requirements" set forth in Exhibit A.

**9. 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 skills, 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.

**10. 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 the Code are fully complied with. The Code of Ordinances is available online at [www.municode.com](http://www.municode.com).

**11. INTERPRETATION.** The parties agree that in the event of any ambiguity between the terms of this Agreement, the City's Request for Proposal (Exhibit A), and the Consultant's Proposal (Exhibit B), the City in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.

**12. 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.

**13. STATEMENT RE: USE OF SUBCONTRACTORS.** Pursuant to Section 103.4 of the Code, the Consultant agrees to supply the City with the names and addresses of all subcontractors to be used for any subcontract which shall be in an amount in excess of Ten Thousand Dollars (\$10,000.00). Said information shall be supplied at the time such contracts are executed.

**14. 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 the Agreement upon written notice to the Consultant. The Code of Ordinances is available online at [www.municode.com](http://www.municode.com).

**15. 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 five (5) 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 twenty (20) 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.

## 16. MISCELLANEOUS

A. This Agreement shall be governed by and construed under, and pursuant to the laws of the State of Connecticut, exclusive of the laws relating to conflict of laws. Any dispute under this Agreement shall be resolved within the venue of the State of Connecticut.

B. This Agreement, and the Exhibits hereto, constitute the entire Agreement between the parties with respect to the subject matter hereof and supersede all previous proposals (both oral and written), negotiations, representation, commitment, writings, agreement and all other communications between the parties. This Agreement may not be released, discharged, changed or modified other than in accordance with the terms except by an instrument in writing signed by a duly authorized representative of each of the parties hereto.

C. The headings and captions used in this Agreement are intended, and shall for all purposes be deemed to be, for convenience only and shall have no force or effect whatsoever in the interpretation of this Agreement.

D. This Agreement may be executed in two or more counterparts, all of which shall be deemed originals for all purposes hereunder.

E. If any term, clause or provision of this Agreement shall be judged invalid for any reason whatsoever by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such term, clause or provision shall be deemed to have been modified to the extent necessary to make it valid and enforceable or, if such term, clause or provision cannot be so modified, it shall be deemed deleted from this Agreement.

F. All notices, requests, demands and other communications required or permitted under this Agreement shall be deemed to have been duly given and made if in writing and served either by personal delivery or facsimile to the party for whom it is intended or by being delivered postage prepaid, certified or registered mail, return receipt requested (or such form of mail as may be substituted therefore by postal authorities), in the United States mail or with Federal Express or similar courier service, bearing the address shown in this Agreement or such other address as may be designated in writing thereafter by such party.

If to Tax Management Associates, Inc.:

Tax Management Associates, Inc.  
2225 Coronation Boulevard  
PO Box 17128  
Charlotte, NC 28227

If to the City:

William Forker  
Director of Assessment and Taxation  
City of Stamford  
888 Washington Boulevard  
Stamford, CT 06904

## **17. GIFTS AND POLITICAL CONTRIBUTIONS.**

During the term of this Agreement, 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 Stamford Board of Education or any Employees or Appointed or Elected official of their Boards, Departments, Agencies or Authorities and shall further refrain from making donations in excess of \$100.00 (including advertising purchased at a fundraising event) per calendar year to any "Prohibited Recipient" as defined below. The Consultant also agrees to refrain from fundraising activities for any prohibited recipient. All references to the Consultant shall include its Employees, Officers, Directors, owners of more than 5% equity in the Consultant, and their spouses. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

For the purpose of this contract, the term

“Prohibited Recipient” shall include the following Committees, as they are defined in Section 9-333a of the Connecticut General Statutes:

- (a) A Candidate Committee of any candidate for any municipal office of the City of Stamford or the Stamford Board of Education;
- (b) A Political Committee of two or more candidates for any municipal office of the City of Stamford or the Stamford Board of Education;
- (c) An Exploratory Committee of any candidate for any municipal office of the City of Stamford or the Stamford Board of Education;
- (d) The Town Committee of any political party within the City of Stamford;
- (e) A Political Committee organized for ongoing political activities of any candidate for or holder of any municipal office of the City of Stamford or the Stamford Board of Education.

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 \_\_\_\_\_  
Dannel P. Malloy  
Mayor

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

TAX MANAGEMENT ASSOCIATES, INC.

*R. H. Cooke, Sr.*  
Witness

By *Richard H. Cooke, Sr.*  
Richard H. Cooke, Sr.  
President

*Louie Clofelter*  
Witness

Date: *3-7-05*

Approved as to Form:

Approved as to Insurance:

\_\_\_\_\_  
B. Rosenberg  
Asst. Corp. Counsel

*A. M. Mones*  
A. M. Mones  
Risk Manager

Date: \_\_\_\_\_

Date: *3/8/05*