

FACILITIES SUPPORT SERVICES AGREEMENT

AGREEMENT MADE effective this ____ day of _____, 202__ by and between _____ (Parish) and The Hartford Roman Catholic Diocesan Corporation (HRCDC).

WHEREAS, Parish desires to outsource certain of its facilities support and maintenance obligations to a third party; and

WHEREAS, HRCDC is willing to undertake those specific services subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions herein contained, the parties agree as follows:

1. Parish hereby contracts with HRCDC for HRCDC to arrange for the provision of security and general maintenance and operating services to Parish for its facilities located at _____, including those buildings located on Schedule A attached hereto and the parking lot(s) and sidewalks servicing the Property (hereafter collectively called the Property).

2. HRCDC agrees to arrange for the provision of the following services:

- a) Maintaining the Property;
- b) Collecting rents or use payments from third party users (if any);
- c) Engaging a security company to monitor the Property and installing a security system as needed;
- d) Approving and issuing all vendor payments including insurance, utilities, and other payments as required.
- e) Providing financial records of expenditures made in connection with the services provided hereunder;

- f) Obtaining an appraisal when appropriate as determined by HRCDC and engaging a realtor to market the Property;
- g) Entering into a Sales Agreement, as agent for Parish, for the sale of realty or of personalty on such terms and conditions as HRCDC in its sole discretion deems reasonable. HRCDC agrees that it will obtain Parish's written consent prior to disposing of, transferring, or selling realty or personalty for nominal or no consideration to be evidenced by the parish's corporate consent or by resolution.
- h) Providing annual financial reports prepared by HRCDC that reflect the rents or use payments collected and the expenditures HRCDC has made on behalf of Parish during the preceding twelve (12) month period. All rent or use payments collected will be used to offset costs and expenses incurred by HRCDC in connection with the Parish Property and this agreement.

3. In order to fulfill its obligations hereunder and to facilitate the services set forth in Paragraph 2 above, HRCDC will designate a limited number of HRCDC personnel to have authority on and over the property, including but not limited to entering into contracts with third parties for its maintenance and security. HRCDC will provide the pastor or administrator of Parish with contact information for each person so designated.

4. In order for HRCDC to provide these services, Parish agrees that it will:

- a) Provide HRCDC with all Property maintenance records in its possession and with copies of the last twelve (12) months of utility bills;

- b) Coordinate and cooperate with HRCDC in scheduling the Parish's continued access to the parish facilities for religious or educational uses required to maintain its property tax exempt status;
- c) Provide HRCDC with copies of all contracts with third party providers;
- d) Provide HRCDC with copies of all documentation regarding restricted tangible gifts;
- e) Provide HRCDC with copies of all leases affecting the property;
- f) Provide HRCDC with all interior and exterior keys to and security codes for the Property (including each building thereon);
- g) Identify a person in addition to the pastor who has knowledge of the buildings and HVAC and plumbing systems in the buildings located on the Property, and provide contact information to HRCDC for that person;
- h) Provide HRCDC with a list of all vendors, with contact information for each, including those who have satisfactorily performed maintenance services and/or security checks for Parish;
- i) Provide HRCDC with authorization to act on Parish's behalf in connection with the listing and sale of the realty, including all personalty and realty;
- j) Cooperate with the HRCDC in completing the tasks and directives contained in the Archdiocese of Hartford Consolidation Manual;
- k) Fully cooperate with HRCDC and provide any further instrument of authority required for HRCDC to undertake its services and responsibilities hereunder.

5. Upon the sale of the realty and all improvements thereon and the disposition of personalty therein, HRCDC, as agent for Parish, shall receive the proceeds from such sale of personalty and, after reimbursing itself for all expenditures and costs made on behalf of Parish and paying its management fee of Seven and One Half Percent (7.5%) of the gross sales price of the realty and of the sales price of all personalty, HRCDC shall transfer the net proceeds from the liquidation of all assets and the settlement of all liabilities to the merged or welcoming parish or parishes as directed by the decree issued by the Archbishop of Hartford.

6. All notices, demands, requests, consents, approvals, undertaking and other instruments required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if served as to Parish to the attention of its pastor or administrator at _____ or as to HRCDC to the attention of the, Director of Property & Assets, The Chancery, 134 Farmington Avenue, Hartford, CT 06105. Parish and HRCDC shall, from time to time, have the right to specify as its proper address for the purpose of this Agreement any other address upon giving written notice thereof to the other party.

7. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8. This Agreement may not be changed, modified, or discharged except by a writing signed by both parties.

9. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut.

10. This Agreement contains all of the covenants, agreements, terms, provisions, and conditions relating to the accounting services to be provided hereunder.

11. This agreement will remain in effect until either party provides the other party with thirty (30) days written notice of termination. Upon termination, Parish shall pay HRCDC for all costs and management fees then owing and shall, thereafter, have no further liability to HRCDC in connection with this agreement.

Dated effective this _____ day of _____, 201__.

Witnesses:

(Parish)

BY _____

Witnesses:

**THE HARTFORD ROMAN CATHOLIC
DIOCESAN CORPORATION**

BY _____

SCHEDULE A

List of Buildings at Property