





Bill To  
 COMMUNITY DEVELOPMENT  
 1600 EAST COLUMBUS AVE  
 SPRINGFIELD, MA  
 01103

Requisition 14007461-00 FY 2014

Acct No:  
 26401807-530105-64014  
 Review:  
 Buyer: lpl  
 Status: Released

Page 1

Vendor  
 PETER C. WERWATH  
 10563 FAULKNER RIDGE CIRCLE  
 COLUMBIA, MD 21044  
 Tel#443-326-8857  
 Fax 9-1-410-997-0096

Ship To  
 COMMUNITY DEVELOPMENT  
 1600 EAST COLUMBUS AVE  
 SPRINGFIELD, MA 01103

*C#20140556*

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/13	011656				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	CONTRACT PENDING			
001	CONSULTANT TO PROVIDE TECHNICAL ASSISTANCE DIRECTLY RELATING TO THE CDBG-DISASTER RECOVERY PROGRAM	1.00 Each	6800.00000	6800.00
1	26401807-530105-64014		6800.00	
	Ship To COMMUNITY DEVELOPMENT 1600 EAST COLUMBUS AVE SPRINGFIELD, MA 01103			

Requisition Link

Requisition Total 6800.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
26401807-530105-64014	6800.00	1062693.96
CDBG-DISASTER RECOVERY	PROFESSIONAL SERVICES	

\*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

Activity	Date	Clerk	Comment
Approved	11/07/13	Cathy Buono	
Queued	11/07/13	Mitchell Doty	
Queued	11/07/13	Ronald Molina-Brantley	
Queued	11/07/13	Ryan Lavner	



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11/07/13	011656				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 11/07/13 Lindsay Hackett			
	Queued 11/07/13 Chris Kulig			
	Pending Lauren Stabilo			

C#20140556

**AGREEMENT FOR PROFESSIONAL SERVICES**

**AGREEMENT**, made this 24<sup>th</sup> day of October, by and between the City of Springfield, a municipal corporation with a principal place of business at 36 Court Street, Springfield, Massachusetts, acting by and through its Chief Development Officer, with the approval of the Mayor, (hereinafter the "**City**"), and Peter J. Werwath of 10563 Faulkner Ridge Circle, Columbia, Maryland 21044 (hereinafter the "**Consultant**").

**WHEREAS**, the City has entered into an Agreement with the United States Department of Housing and Urban Development for a grant for the purposes of conducting a Community Development Disaster Recovery Program (CDBG-DR) with Federal assistance under The Disaster Relief Appropriations Act of 2013 (Public Law 113-2, approved January 29, 2013). CDBG-DR funds appropriated in the Act are subject to guidance provided by US Department of HUD in the March 5, 2013 Federal Register (FR-5696-N-01); and

**WHEREAS**, the Catalog of Federal Domestic Assistance number (CFDA) for the Community Development Block Grant-Disaster Recovery is 14.269; and

**WHEREAS**, the Consultant is willing to provide the services described herein,

**WHEREAS**, the Consultant has the necessary qualifications and expertise to undertake the tasks necessary to perform these services and agree to provide said services;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

The Consultant shall provide technical assistance services directly relating to the Community Development Block Grant Disaster Recovery Program. Assistance with all aspects of the funding, including but not limited to eligibility and program compliance, performing specific tasks as directed by the CITY, subject to the limitations on maximum billable hours herein.

The Consultant shall work under the direction of the Director of Administration and Finance and the Director of Housing.

**Confidentiality:** The Consultant agrees that any and all reports prepared and conclusions reached hereunder are for the confidential information of the City and that the Consultant shall not disclose any of the same in

whole or in part to any person whatsoever, or discuss the same with any person whatsoever, other than the City's authorized representatives, except when called upon to do so and when authorized by the City.

**II. TIME**

- A. The services of the Consultant under this Agreement shall commence on October 4, 2013 and shall end no later than June 30, 2014. A maximum of 40 hours of work is authorized, subject to funding set forth in Article III.

**III. COMPENSATION, PAYMENT AND BILLING PROCEDURE**

- A. The City's maximum liability under this agreement shall not exceed Six Thousand, Eight hundred (\$6,800.00) dollars.
- B. The City shall compensate the Consultant up to a maximum of \$6,800.00, for those services detailed in the Scope of Service section AI of this contract. Said service shall be invoiced at the hourly rate of One hundred and Seventy (\$170.00) dollars.
- C. The Consultant shall invoice the City for the services rendered under this Agreement on a monthly basis. Each invoice shall state the nature, date, and time of services rendered.
- D. The City shall pay the Consultant the amount requested in the invoice only after verifying that the information contained therein is accurate and complies with the requirements of the Agreement.
- E. The City shall not be liable for any services, expenses, or costs in connection with this Agreement in excess of the amount currently appropriated therefore under this Agreement or any amendments hereto.
- F. The Consultant is an independent contractor and is not an employee or agent of the City and as such any taxes and other requirements of federal, state or local government bodies including workers' compensation and disability insurance if and to the extent required by law, shall be the Consultant's sole responsibility.

**IV. TERMINATION**

- A. It is expressly agreed and understood that the City shall have the right to terminate this Agreement by giving thirty (30) day written notice signed by the Mayor or his designee to the Consultant. The Consultant's right to receive compensation from the City shall immediately cease upon issuance of such notice of termination, except for compensation which is earned and unpaid through the date of such notice.

- B. In the event termination of this Agreement, all originals of documents, data, papers, studies and reports prepared by the Consultant or his agents, associates, consultants, employees, partners or servants prepared under this Agreement, shall become City property.

**V. RECORDS**

- A. The records of the Consultant insofar as they relate to this Agreement shall be kept on a generally recognized accounting basis. The City or any of its duly authorized representatives or agents shall have immediate access to any books, documents, papers and records of the Consultant which are pertinent to this Agreement for the purposes of making audit, examination, excerpts, copies and transcriptions, at no cost to the City.
- B. The Consultant shall retain all records and accounts, including property, personnel, and financial records for seven (7) years after the expiration of this Agreement, unless written permission to destroy the same is granted in writing to the City.

**VI. INSURANCE**

The Consultant shall at all times during the term of this Agreement, maintain Professional Liability Insurance in the amount of \$1 million dollars per claim, and \$1 million dollars in the aggregate during an annual policy period.

**VII. SUCCESSORS AND ASSIGNS**

- A. The City and Consultant each bind themselves and their legal representatives to such other party with respect to all covenants of this Agreement.
- B. Neither the City nor the Consultant shall assign or transfer their respective interests in this Agreement without prior written approval of the other party thereto.

**VIII. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the Consultant agrees as follows:

- A. The Consultant will not discriminate against any person because of race, color, religion, sex, sexual orientation, disability, family status or national origin. The Consultant will take affirmative action to ensure that all persons to whom services are provided under this Agreement are treated

without regard to their race, color, religion, sex, sexual orientation, disability, family status or national origin.

- B. In the event of the Consultant's non-compliance with the non-discrimination clauses of this Agreement, this contract may be canceled, terminated or suspended in whole or in part; the Consultant may be declared ineligible for further City contracts.

***IX. DEBARRED OR INELIGIBLE CONTRACTORS***

- A. The Operating Agency hereby certifies that neither it nor any subcontractor has been debarred, suspended or determined ineligible to engage in the activity necessary to perform the services of this contract.

***X. CONFLICT OF INTEREST***

- A. The Consultant covenants that it has no interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder.
- B. No member, officer or employee of the City, or its designees or agents, no member of the governing body of the City, and no other public official of the City who exercises any function or responsibilities with respect to the performance of this Agreement, during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract, or proceeds thereof, for the work to be performed under this Agreement.

***XI. APPLICABLE LAW & EXCLUSIVE FORUM***

- A. The laws of the Commonwealth of Massachusetts shall govern the validity interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out this Agreement, to be determined in any judicial proceeding, shall be the Superior Court of Hampden County, or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the parties arising therefrom should be solely and exclusively brought and heard in said Courts.

***XII. COMPLIANCE WITH LAWS***

- A. In the performance of this Agreement, the Consultant its agents, employees, officers, servants, consultants and subcontractors shall

comply with all applicable rules and regulations promulgated by all federal, state and local laws and ordinances, as well as all applicable rules, regulations, and licensing requirements, promulgated by all local, state, federal and national boards, bureaus, associations and agencies.

- B. The Consultant will comply with all applicable uniform administrative requirements, as described in 24 CFR 570.502.

**XIII. EXTENT OF AGREEMENT**

- A. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or agreements either oral or written. This Agreement may be amended only by written instrument signed by the parties hereto.

**IN WITNESS WHEREOF**, the City of Springfield, acting by and through its Commissioner of Community Development, with approval of its Mayor, and Peter J. Werwath, have executed this Agreement on the day and year first above written.

By: Peter C. Werwath

Its: Sole proprietor

W 20101807-530105 total \$6,800.00  
Approved as to Appropriation:

Jeanne Raleigh 11/8/13  
City Comptroller, Deputy

**CITY OF SPRINGFIELD**

Kevin Kennedy  
Kevin Kennedy  
Chief Development Officer

Approved as to Form:

Peter P. ...  
Associate City Solicitor

**APPROVED:**

Domenic J. Sarno  
Domenic J. Sarno, Mayor

Date:

11/13/13