



Contract 20170073

City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **CONTRACTS** during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development	tg	7/29/16	tg	7/29/16
City Comptroller	LM	7/29/16		
Law	AF	8-1-16	AF	8-1-16
CAFO	HLP	8/2/16	HLP	8/3/16
Mayor	CG	8/2/16	CG	8/3/16
City Comptroller	LM	8/3/16	LM	8/3/16
Community Development				

Vendor No.: 15811 Contract No.: Contract Date: 7/15/2016

20170073

Contract Amt.: \$11,700.00 Issue Date: 07/28/16 Renewal Date:

Appropriation Code1: 26401827-530105-64014

Appropriation Code2:

Appropriation Code3:

Appropriation Code4:

Description of Funding Source: CDBG-DR

Bid No.: Requisition No.: 17001419 PO No.:

Vendor Name: Luz M. DeJesus

Contract Type: CDBG-DR Home Repair Loan

Contract Purpose: Rehabilitation of 62 Florence Street.

Originating Dept.: Community Development - DISASTER RECOVERY

Expiration Date: Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):

- New
- Renewal
- Amendment
- Extension

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

Requisition 17001419-00 FY 2017

Acct No:
 26401827-530105-64014
 Review:
 Buyer: lpl
 Status: Released

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Vendor
 LUZ M DEJESUS
 62 FLORENCE STREET
 1ST FLOOR
 SPRINGFIELD, MA 01105
 USA

Ship To
 DISASTER RECOVERY 4TH FLOOR
 36 COURT STREET
 ROOM 405/411
 SPRINGFIELD, MA
 MLYNCH@SPRINGFIELDCCITYHALL.COM

C# 20170073

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/16	015811				COMMUNITY DEVELOPMENT
LN	Description / Account	Qty	Unit Price	Net Price	
001	CDBG-DR HOME REPAIR LOAN 62 FLORENCE STREET.	1.00 EACH	11700.00000	11700.00	
1	26401827-530105-64014		11700.00		
	Ship To DISASTER RECOVERY 4TH FLOOR 36 COURT STREET ROOM 405/411 SPRINGFIELD, MA				

Requisition Link

Requisition Total 11700.00

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

Account	Amount	Remaining Budget
26401827-530105-64014	11700.00	772145.43
DISASTER RECOVERY-HOUSING	PROFESSIONAL SERVICES	

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

Activity	Date	Clerk	Comment
Queued	07/28/16	Cathy Buono	
Pending		Melanie Acobe	
Pending		Christopher Fraser	
Pending		Mitchell Doty	
Pending		Jennifer Whisher	
Pending		Yuan Feng	
Pending		Lauren Stabilo	



CITY OF SPRINGFIELD

HOMEOWNER REHABILITATION AGREEMENT

Whereas, Teofilo Diaz & Luz M. DeJesus ("Homeowner") is receiving Community Development Block Grant Disaster Recovery (CDBG-DR) Program financial assistance from The City of Springfield ("Grantee") in the amount of \$ 11,700.00 to provide funding to rehabilitate home located at 62 Florence Street Springfield, MA 01108 in compliance with The City of Springfield building codes.

Now, therefore, the Grantee has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth.

Owner Occupancy

Homeowner agrees that if during the **five years** the Homeowner uses the property as (1) an investment property or (2) the Homeowner uses the Property as a recreational house or "second" home, then the Grantee shall require immediate payment in full of the entire loan amount provided by the Grantee.¹

Homeowner agrees that if during the **five years** he/she/they sell part or all of the property without Grantee's prior written consent then the Grantee shall require payment in full the amount of the loan outstanding at time of sale.

Insurance Proceeds and Federal Benefits

In consideration of Homeowner's receipt of funds or the commitment by the City of Springfield to evaluate Homeowner's application for the receipt of funds under the CDBG Disaster Recovery Program (CDBG-DR) administered by the City of Springfield, Homeowner agrees that if he/she receives further insurance proceeds and/or federal benefits for rehabilitation, repairs or reconstruction to their primary residence in connection with June 2011 Tornado, the homeowner will report receiving benefits by emailing spham@springfieldcityhall.com or calling 413-784-7883 within seven (7) days of receipt of additional proceeds and/or benefits. Homeowner hereby assigns to the City of Springfield all of Homeowner's future rights to reimbursement and all payments received under any policy of casualty or property damage insurance (the "Policies") or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") for physical damage to the Structure that was the basis of the calculation of Homeowner's award to the extent of the Note or Loan proceeds paid to Homeowner under the Program. Failure to report additional insurance proceeds and/or federal benefits shall require immediate repayment in full of the entire loan amount provided by the Grantee.

Assignment Relating to Funds Received under CDBG-Disaster Recovery Program

The proceeds or payments referred to in the preceding sentence, whether they be from insurance, FEMA or the SBA, shall be referred to herein as "Proceeds." The rights Homeowner assigns are specific to the structure with respect to which Note or Loan proceeds were paid (the "Structure") which is described in Homeowner's application with the Program arising out of physical damage to the Structure originally caused by the June 2011 Tornado respectively; but, also including Proceeds received for damage to the Structure caused by any subsequent event that occurred until the commencement of repair or reconstruction utilizing Program funds. The causes of subsequent



damage include, but are not limited to, the June 1, 2011 F3 Tornado and residual damages respectively. The Policies include, but are not limited to, policies characterized as wind, flood or any other type of casualty or property damage insurance coverage held by Borrower and which provides coverage for physical damage to the Structure.

Cooperation and Further Documentation.

Homeowner agrees to assist and cooperate with the City of Springfield should the City of Springfield elect to pursue any of the claims Homeowner has against the insurers for reimbursement under any such policies. Homeowner's assistance and cooperation shall include allowing suit to be brought in Homeowner's name(s), giving depositions, providing documents, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the City of Springfield. Homeowner further agrees to assist and cooperate in the attainment and collection of any Proceeds that the Homeowner would be entitled to under any applicable FEMA or SBA program as described above. If requested by the City of Springfield, Homeowner agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the City of Springfield, to the extent of the Note or Loan proceeds paid to Homeowner under the Program, the Policies, the disaster relief funds from FEMA or SBA and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City of Springfield to consummate and make effective the purposes of this Agreement.

Authorization for City of Springfield to Contact Third Parties

Homeowner explicitly allows the City of Springfield to request of any company with which Homeowner held Policies or FEMA or the SBA any non-public or confidential information needed by the City of Springfield to monitor/enforce its interest in the rights assigned to it under this Agreement and to give Homeowner's consent to such company to release said information to the City of Springfield.

Income Eligibility

Homeowner certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Homeowner's eligibility to receive CDBG funds.

Enforcement

The Homeowner and the grantee acknowledge that the grantee has the right and responsibility to enforce this agreement.

Whereas, if the Homeowner does not violate any of the terms listed in this agreement, then this agreement will be considered paid in full on the 20th of July, 2021 and the Note will be released.

Executed as sealed instrument as of the 15th day of July, 20 16.

Teofilo Diaz

Teofilo Diaz, Borrower

Luz M. DeJesus

Luz M. DeJesus, Borrower

CITY OF SPRINGFIELD

Tina Quagliato

Tina Quagliato, Director Office
of Disaster Recovery and
Compliance

APPROVED:

Domenic J. Sarno

Domenic J. Sarno, Mayor

LW Approved as to Appropriation:

26401827 - 530105 - 64014 811,700.00

James D. P... 7/29/16

Office of Comptroller

Approved as to Form:

Paul Featon

Law Department

Tina Quagliato

Chief Administrative &
Financial Officer