

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

Requisition 15017086-00 FY 2015

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

Vendor
 PIONEER VALLEY PLANNING COMMISSION
 60 CONGRESS STREET

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

SPRINGFIELD, MA 01104-3419
 USA
 Tel#413-781-6045X313
 Fax 9-1-413-732-2593

C#20151259

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/15	071711				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

General Notes

001	CONTRACT PENDING. CDBG-DR NDRC ENGAGEMENT / CONSULTATION. CDBG-DR NDRC ENGAGEMENT CONSULTATION.	1.00 EACH	6250.00000	6250.00
-----	--	--------------	------------	---------

1 26401807-530105-64014 6250.00

Ship To
 DISASTER RECOVERY 4TH FLOOR
 36 COURT STREET
 ROOM 405/411
 SPRINGFIELD, MA

Requisition Link

Requisition Total 6250.00

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

Account	Amount	Remaining Budget
26401807-530105-64014	6250.00	54889.62

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

Activity	Date	Clerk	Comment
Approved	06/05/15	Cathy Buono	
Approved	06/05/15	Melanie Acobe	Auto approved by: 108745
Approved	06/05/15	Christopher Fraser	
Approved	06/05/15	Mitchell Doty	Auto approved by: 108745
Approved	06/05/15	Lindsay Hackett	Auto approved by: 108745
Queued	06/05/15	Lauren Stabilo	Auto approved by: 108745

Contract # 20151259

SUBRECIPIENT AGREEMENT

By and Between the

CITY OF SPRINGFIELD, MA

And

Pioneer Valley Planning Commission

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**Office of Community Development
Springfield, Massachusetts**

PROJECT AMOUNT: \$6,250

PROJECT NAME: Engagement/Consultation for Resiliency Planning

DOMENIC J. SARNO
MAYOR

PART I: Project Terms and Conditions

Upon execution by all parties, this Agreement, shall be effective as of the 15th day of January, 2015, BY AND BETWEEN: Pioneer Valley Planning Commission, an entity duly organized and in existence under the laws of the Commonwealth of Massachusetts with its principal office and place of business at 60 Congress St., Springfield, Massachusetts, hereinafter referred to as the SUBRECIPIENT, and the **CITY OF SPRINGFIELD**, a municipal corporation, duly organized and in existence under the laws of the Commonwealth of Massachusetts, with its principal office and place of business in City Hall, 36 Court Street, in the City of Springfield, Massachusetts, acting by and through its Director of Housing, with the approval of the Mayor, hereinafter referred to as CITY.

WHEREAS, the CITY has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 as amended; and

WHEREAS, the Catalog of Federal Domestic Assistance number (CFDA) for the Community Development Block Grant is 14.218; and

WHEREAS, the CITY wishes to engage the SUBRECIPIENT to render certain services or work hereinafter described in connection with CITY's Community Development activities;

NOW THEREFORE, the CITY and SUBRECIPIENT agree as follows:

I. SCOPE OF SERVICE

A. Activities

THE SUBRECIPIENT shall be responsible for **engaging residents and surrounding communities in the City's Resiliency Planning process** in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. Such program shall include the activities eligible under the Community Development Block Grant ("CDBG") program as described in the scope of services attached hereto and made a part hereof in Appendix A, "Scope of Services".

All activities identified in this section and further described in APPENDIX A, "Scope of Services", attached hereto and made a part hereof, shall support the CITY's Community Development activities and shall be performed and carried out by the SUBRECIPIENT under the highest professional standards to the satisfaction of the CITY.

- B. Time of Performance** - Services of the SUBRECIPIENT shall commence as described in this Agreement on January 20, 2015 and shall end no later than December 30, 2015. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other assets, including program income. Such extension shall require a written amendment to the Agreement signed by all parties.

C. Budget – The City's maximum liability under this Agreement shall not exceed \$6,250.00 in CDBG funds. It is acknowledged that an additional \$6,250.00 in District Local Technical Assistance (DLTA) Program funds have been separately committed to the SUBRECIPIENT by the Commonwealth of Massachusetts for these services, for a total fee of \$12,500.00. SUBRECIPIENT shall abide by the budget attached hereto and made a part hereof as Appendix B, diligently reporting and documenting all expenditures for which reimbursement is sought in accordance with this Agreement.

D. Monitoring Site Visits - SUBRECIPIENT may be subject to one or more site visits to be made by the CITY during the period of this Agreement at which time all documentation, files, and other material related to this Agreement and the operation of the activities described herein shall be made available for review and inspection by the CITY.

II. PAYMENT

A. The CITY shall pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with the approved budget attached hereto and made a part hereof in Appendix B and CITY policy concerning payments. The SUBRECIPIENT shall invoice the CITY on a schedule to be agreed upon by the parties. No payments may be made until and unless this Agreement is fully executed by all parties listed on the signature page.

B. Payments shall be made for eligible expenses actually incurred by the SUBRECIPIENT. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the project. All costs shall be reflected in the budget as described herein and attached hereto as Appendix B.

C. The CITY reserves the right to liquidate funds available under this Agreement for costs incurred by the CITY on behalf of the SUBRECIPIENT. The City also reserves the right to liquidate unexpended funds should the expenditures not be proportionate throughout the program year.

III. GENERAL CONDITIONS

A. General Compliance

The SUBRECIPIENT shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (Housing and Urban Development regulations concerning Community Development Block Grants-CDBG). The SUBRECIPIENT also shall comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

The SUBRECIPIENT shall at all times remain as "independent contractor" with respect to the services performed under this Agreement. The SUBRECIPIENT is an independent contractor, and shall be responsible for all required Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance.

C. Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or non-performance of the services or subject matter called for in this Agreement. This obligation shall survive the termination and/or expiration of this Agreement.

IV. Suspension or Termination

A. Suspension or Termination for Cause. In accordance with 24 CFR 85.43, the CITY may suspend or terminate this Agreement if the SUBRECIPIENT materially fails to comply with any terms of this Agreement, which includes, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become available at any time;
2. Failure for any reason of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of funds provided under this Agreement
4. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

The CITY shall have the immediate right to suspend or terminate this Agreement, in whole or in part, by giving written notice to the SUBRECIPIENT at its address, which the parties agree is as stated in Part I, Page 1. Such notice of suspension or termination shall be forwarded to the SUBRECIPIENT and shall specify the cause, period of suspension or effective date of termination that in no case shall be sooner than the date of receipt of said notice.

B. Suspension or Termination for Convenience. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date provided the effective date is at least thirty (30) days before the effective date of such termination, and in the case of a partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety pursuant to 24 CFR 85.43 or 24CFR 85.44.

V. Reversion of Assets

- A. The SURECIPIENT shall transfer to the CITY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

VI. ADMINISTRATIVE REQUIREMENTS

A. Uniform Administrative Requirements and Cost Principles

[1] The SUBRECIPIENT shall comply with the following additional requirements and standards:

For governmental subrecipients, including public agencies:

- OMB Circular A-87, "Cost Principles for State and Local Governments."
- 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," as modified by 24 CFR 570.502(a).
- OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations."

[2] For non-governmental subrecipients, including nonprofit and for-profit CBDOs, if so determined by the CITY:

- OMB Circular A-122 "Cost Principles for Non-Profit Organizations" or OMB Circular A-21 "Cost Principles for Educational Institutions," as applicable.
- 24 CFR Part 84 "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," as modified by 24 CFR 570.502(B)
- OMB Circular A-133, "Audits of States, Local government and Non-Profit Organizations."

B. Financial Management

[1] **Accounting Standards** - The SUBRECIPIENT shall comply with OMB Circular A-110 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

[2] **Cost Principles** - The SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions" as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

SUBRECIPIENTS who are governmental and quasi-governmental agencies shall comply with the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87.

C. Documentation and Record-Keeping

- [1] **Records to be Maintained** - The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:
- [a] Records providing a full description of each activity undertaken;
 - [b] Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - [c] Records required to determine the eligibility of activities;
 - [d] Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
 - [e] Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - [f] Financial records as required by 25 CFR Part 570.502 and OMB Circular A-110; and,
 - [g] Other records necessary to document compliance with Subsection K of 24 CFR 570.
- [2] **Retention** - The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of seven (7) years after SUBRECIPIENT received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven (7) year period, then such records shall be retained until completion of the actions and resolution of all issues, or the expiration of the seven (7) year period, whichever occurs later.
- [3] **Close-Outs** - The SUBRECIPIENT's obligation to the CITY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the CITY) preparation of financial reports and determining the custodianship of records.
- [4] **Audits and Inspections**
- [a] The SUBRECIPIENT shall, as applicable, have its financial records audited and financial reports prepared and attested to by a Certified Public Accountant in accordance with current CITY policy concerning SUBRECIPIENT audits and OMB Circular A-133, which requires that all nonprofit organizations that expend in excess of \$500,000 in Federal funds during their fiscal year, shall submit an audited financial statement. Furthermore, SUBRECIPIENT shall comply with all applicable sections of OMB Circular A-133, including the requirement that the SUBRECIPIENT provide the CITY with all financial and management audit letters with attached concerns and findings

within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal agency that provided the funding or a different period is specified in a program-specific audit guide. The CITY reserves the right to request a single or program-specified audit regardless of the Federal funding amount at the cost of the SUBRECIPIENT.

- [b] The CITY, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records, agreements, invoices, materials, payrolls, personnel records, books, documents, papers, financial records or computer data maintained, kept, or used by SUBRECIPIENT which are related to this Agreement, for the purpose of making copies, audits, examinations, excerpts, and transcriptions. Such inspections may be made during normal business hours, and as often as the aforementioned governmental agencies deem necessary.
- [c] Failure of the SUBRECIPIENT to comply with the audit and/or inspection requirements herein shall constitute a violation of this Agreement and may result in the withholding of future payments.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

- [1] **Compliance** - The SUBRECIPIENT shall comply with all CITY and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 108 9of Title I of the Housing & Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities At of 1990, the Age Discrimination Act of 1975, Executive Orders 11063, 11628, 12432, 12892 and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107.
- [2] **Non-Discrimination** - The SUBRECIPIENT shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- [3] **Section 504** - The SUBRECIPIENT shall comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) that prohibits discrimination against individuals with handicaps in any Federally assisted program.

B. Affirmative Action

[1] The SUBRECIPIENT shall be committed to carry out pursuant to the CITY's specifications an Affirmative Action program in keeping with the President's Executive Order 11246 of September 24, 1966.

[2] **Women- and Minority-Owned Businesses (W/MBE)** - The SUBRECIPIENT shall use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans and American Indians.

The SUBRECIPIENT may submit a Massachusetts State Office of Minority and Women Owned Business Assistance (SOMWBA) certification regarding their status as minority and female business enterprises in lieu of an independent investigation.

Should a subcontract be entered into pursuant to this agreement, the SUBRECIPIENT shall provide a written report documenting the W/MBE status of said subcontractors.

[3] **Access to Records** - The SUBRECIPIENT shall furnish and cause each of its subrecipients or subcontractors to furnish all information and reports required hereunder and shall permit access to its books, records and accounts by the CITY, the United States Department of Housing & Urban Development or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

[4] **Notifications** - The SUBRECIPIENT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

[5] **EEO/AA Statement** - The SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer. Pursuant to the requirements of 24 CFR 107.21, the SUBRECIPIENT shall take affirmative action to prevent discriminatory practices and shall take all action necessary and proper to prevent discrimination on the basis of age, race, color, religion, sex, physical handicap or national origin.

[6] **Sub-Agreement Provisions** - The SUBRECIPIENT shall include the provisions of Section VIII (A) Civil Rights, and (B) Affirmative Action, in every subcontract or purchase order, specifically or by reference so that such provisions shall be binding upon each of its own subrecipients or subcontractors.

C. Employment Conditions & Restrictions

- [1] **Prohibited Activities** - The SUBRECIPIENT is prohibited, as is personnel employed by the SUBRECIPIENT in the administration of the program, from using funds provided herein for political activities, sectarian or religious activities, lobbying, political patronage and nepotism activities.

D. Conduct

- [1] **Assignability** - The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

[2] **SubAgreements**

- [a] **Content** - The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

- [b] **Selection Process.** The SUBRECIPIENT shall comply with all applicable local, state and Federal laws and regulations and shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

- [c] **Hatch Act** - No funds provided, nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

[3] **Conflict of Interest –**

- [a] The SUBRECIPIENT shall maintain a standard of conduct that complies with MGLc268A, as amended. Said standard of conduct shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agency;
2. Any of his/her immediate family;
3. His or her partner; or

4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- [b] The SUBRECIPIENT's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, or parties to subagreements.
- [c] To the extent permitted by State and local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the SUBRECIPIENT's officers, employees, or agents, or by contractors of their agents.
- [d] The SUBRECIPIENT and its individual board members agree to abide by the provisions of 24 CFR 84.42 and 570.611 with respect to conflict of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. Furthermore, no officer, member or employee of the CITY and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project during their tenure in office and for one year thereafter, shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they may be, directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof nor shall any members of Congress of the United States of America or members of any board, agency, commission, legislative assembly, or other officers of any political subdivision of the United States of America or of the Commonwealth of Massachusetts, during their tenure in office and for one year thereafter, be admitted to any share or part heretofore to any benefit to arise here from.
- [e] The SUBRECIPIENT and its individual board members shall not negotiate, seek or request or in any way solicit or accept any quid pro quo contribution, including in kind contributions, grants, gifts, aid, donations, assistance, or any kind of compensation in exchange for their endorsement, sanctioning or silence about issues presently pending before a Neighborhood Council, the City Council, any board, commission or other office of the City, state or federal government.
- [f] The SUBRECIPIENT and its individual board members shall disclose in writing to the Director of Housing any interest in any project for which they are offering comment as part of a deliberative process of a Neighborhood Council, the City Council, any board, commission or other office of the City, state or federal government—no matter the basis of the interest—prior to offering official comment on the same.

- [g] The SUBRECIPIENT shall distribute copies of this conflict of interest subsection to all board members.
- [h] Nothing contained herein shall be deemed to prevent residents of the neighborhoods served by Community Development Block Grant activities, who are otherwise eligible to receive any benefits which may arise as the result of said activities, or of work created as a result of this Agreement by reason of such resident being either an elected or appointed member of a community board or a member of any other nonprofit organization that may have some responsibilities under this Agreement; provided, however, that the provisions of Chapter 268A, the Conflict of Interest Law of the Commonwealth of Massachusetts, is preserved.
- [i] The SUBRECIPIENT agrees to comply with all applicable provisions of the recent amendments to Mass. Gen. Laws ch. 268A, as amended by Chapter 20 of the Acts of 2009 ("Act"). To the extent that certain of its key employees providing services to the City may be considered "municipal employees" or "special municipal employees" under Mass. Gen. Laws ch. 268A, sec. 1(g) or 1(n), such employees of the SUBRECIPIENT may be required to complete and provide certification of compliance with the new State Ethics Commission online training requirements. Information concerning these requirements is available on the State Ethics Commission website (www.mass.gov/ethics), or by calling the Commission's Legal Division at 617-371-9500.

[4] Lobbying - The SUBRECIPIENT hereby certifies that:

- [a] No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, of any Federal loan, the entering into of any cooperative agreement, nor any extension, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement;
- [b] If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions;
- [c] It shall require that the language of paragraph [d] of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors,

subgrants, and Agreements under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

- [d] Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1326, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - [e] Any attempt by any officer, employee or agent of the CITY in soliciting or accepting gratuities, favors or anything of monetary value from SUBRECIPIENT shall be reported in writing immediately to responsible officials of the CITY. Such reports to CITY shall contain the name of the CITY officer, agent or employee and the detailed circumstances of the incident.
- [5] **Religious Organization -** Funds provided under this Agreement shall not be utilized by the SUBRECIPIENT for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

X. WAIVER

The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breached. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XI. VENUE AND EXCLUSIVE FORUM

The parties hereto expressly agree that the sole and exclusive place, status and forum of this Agreement shall be the City of Springfield, Hampden County, Massachusetts. It is the express intention of the parties to this Agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City of Springfield, Hampden County, Massachusetts, in either the Superior Court Department of the

Trial Court of the Commonwealth of Massachusetts sitting in the Hampden County Hall of Justice, Springfield, Massachusetts or the United States District Court sitting in Springfield, Massachusetts.

XII. ENTIRE AGREEMENT, AMENDMENTS

The parties hereto agree that the entire Agreement of the Parties is contained herein and that this agreement supersedes all oral agreements and negotiation between the parties relating to the subject matter thereto. Changes to this Agreement may only be made by a written amendment signed by the authorized representatives of the parties listed on the signature page, or their lawful successors in office or title.

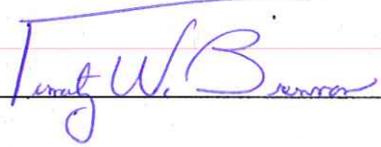
XIII. SIGNATURES

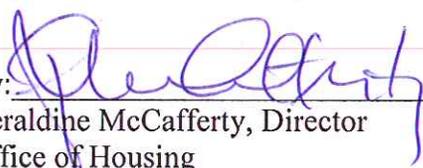
SUBRECIPIENT shall, by virtue of an executed vote of corporate authorization placed on file with the CITY's Project Officer prior to the execution of this Agreement, designate its authorized representative. The execution of this Agreement by SUBRECIPIENT shall be deemed as evidence that the authorized representative has full power to bind the SUBRECIPIENT for any act performed having a relationship to this Agreement, and that such act or acts of the authorized representative are not limited by SUBRECIPIENT's charter and are authorized by SUBRECIPIENT's principals or charter.

IN WITNESS WHEREOF, the CITY and the SUBRECIPIENT have signed and sealed this Agreement as of the date first above written, the City of Springfield, Commonwealth of Massachusetts.

SUBRECIPIENT

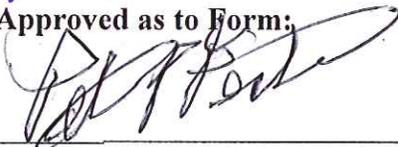
CITY OF SPRINGFIELD

By: 
Its: Executive Director

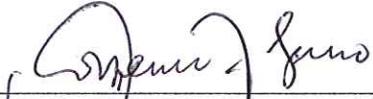
By: 
Geraldine McCafferty, Director
Office of Housing

WU #26401807-530105-64014 + 6250.00
Approved as to Appropriation:


City Comptroller

Approved as to Form:

Law Department

APPROVED:



Domenic J. Sarno,
Mayor

Date _____
Signed: 6/10/15

Part II: Attachments

- A. Scope of Services
- B. Budget
- C. Lobbying Certification
- D. Board Authorization to Execute Contract
- E. Internal Control Questionnaire
- F. Debarment Certificate on Letterhead
- G. Conflict of Interest Statement on Letterhead
- H. Notarized Tax Certification Form

APPENDIX A: SCOPE OF SERVICES

PVPC will assist the city of Springfield to engage residents and surrounding municipalities in the City's Resiliency Planning process

Task 1: Review new Regional Sustainability Plan-Our Next Future: An Action Plan for Building a Resilient Pioneer Valley with City Officials

- 1a. PVPC will prepare a presentation for Department heads and staff on the Our Next Future plan
- 1b. PVPC will present at a meeting of City Department heads on the Our Next Future plan, highlighting how the City can work on implementation.

DELIVERABLES:

- Presentation

Task 2: PVPC will present at a meeting of the Neighborhood Council Presidents on the Resiliency Planning Process seeking Neighborhood Council Presidents assistance publicizing the survey and city-wide meetings to their residents

DELIVERABLES:

- Presentation

Task 3: Facilitate 3 city-wide meetings to engage residents in Resiliency Planning

- 3a. PVPC will work with city staff to identify locations for three city-wide meetings and use a variety of means (networking, outreach, media etc) to publicize the meetings.
- 3b. PVPC will prepare a presentation for the public, facilitate input from residents at the meetings and summarize results of the meetings.

DELIVERABLES:

- Meeting announcement, Public Presentation, Report summarizing input

Task 4: Develop and implement an on-line survey in English and Spanish to facilitate input

- 4a. PVPC will draft the survey, share it with city staff and revise as necessary.
- 4b. PVPC will publicize the survey using a variety of means—social media, conventional media, networking, email, and fliers.
- 4c. PVPC will print paper copies of the survey and distribute them around the city for input for people who do not have access to a computer.
- 4d. PVPC will prepare a summary report of the survey results.

DELIVERABLES:

- Survey in English and Spanish, Report summarizing input

Task 5: PVPC will meet with 8 adjacent local governments to solicit their engagement (Wilbraham, East Longmeadow, Longmeadow, Agawam, West Springfield, Westfield, Chicopee, Ludlow)

DELIVERABLES:

- Presentation/Handout for Adjacent Local Officials, Report summarizing input

Task 6: PVPC WILL PRODUCE A Summary Report Documenting Engagement and Summarizing input

DELIVERABLES:

- Summary Report

Appendix B: PROGRAM BUDGET (CDBG SHARE AND MATCHING FUNDS)

PROGRAM TITLE: Resiliency Planning Process

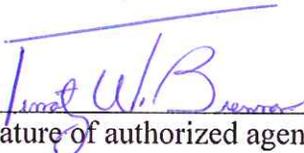
Contracts & Leases	Estimated Cost	CDBG Share	Match Amount	Match Source
(List individually)				
Total Contracts & Leases				
Other Direct Costs	Estimated Cost	CDBG Share	Match Amount	Match Source
(Specify)				
Staff Costs	\$11,900	\$5,650	\$6,250	DLTA
Meeting Support	\$600	\$600	\$0	
Total Other Direct Costs	\$12,500	\$6,250	6,250	
TOTAL PROGRAM COSTS	\$12,500	\$6,250	6,250	

Appendix C: Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1326, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The SUBRECIPIENT hereby certifies that:

- [a] No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, of any Federal loan, the entering into of any cooperative agreement, nor any extension, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement;
- [b] If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions;
- [c] It shall require that the language of paragraph [d] of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, subgrants, and Agreements under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- [d] Any attempt by any officer, employee or agent of the CITY in soliciting or accepting gratuities, favors or anything of monetary value from SUBRECIPIENT shall be reported in writing immediately to responsible officials of the CITY. Such reports to CITY shall contain the name of the CITY officer, agent or employee and the detailed circumstances of the incident.

Dated: 6/1/15


(signature of authorized agent)

Timothy W. Brennan
(printed name of agent)

Executive Director
(title of agent)

**Appendix D: VOTE OF CORPORATION AUTHORIZING
EXECUTION OF CONTRACT**

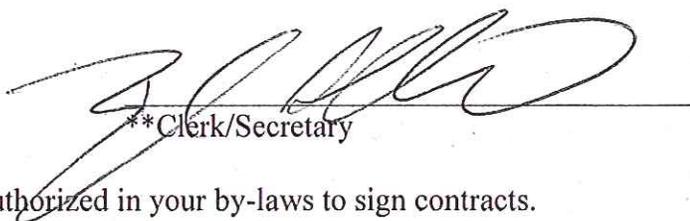
I, the undersigned, a resident of Belchertown in the State of Massachusetts, hereby certify that I am the Clerk/Secretary or duly authorized officer of Pioneer Valley Planning Commission, a Massachusetts Corporation duly organized by law and that this is a true, correct and complete copy of a vote prepared at a meeting of the Directors of said corporation, duly called and held on April 23, 2015, at which meeting a majority of the Directors were present and acting throughout.

Voted: That Timothy W. Brennan, the Executive Director of the aforementioned corporation, be and is authorized to affix the corporate Seal, sign and deliver in the name and on behalf of the corporation a contract with the City of Springfield Office of Community Development for activities in accordance with the United States Department of Housing and Urban Development.

I further certify that the said vote as set out above has not been revoked or rescinded and is now in full force and effect, that said vote and action ordered thereby are in pursuance of the By-Laws of this Corporation.

IN WITNESS WHEREOF, I hereto set my hand this 23rd day of April, 2015.

Corporate Seal


**Clerk/Secretary

*This must be the person authorized in your by-laws to sign contracts.

**Since an Officer cannot certify to himself/herself, this must be signed by someone other than the one signing the contract.

Appendix E: CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT
INTERNAL CONTROL QUESTIONNAIRE

DATE 3/31/15
NAME OF OPERATING AGENCY Pioneer Valley Planning Commission
ADDRESS OF OPERATING AGENCY 60 Congress St. First Floor
TAX ID OF OPERATING AGENCY _____
TEL # 40/781.6045 FAX # 40/732.2510 CONTACT PERSON _____
TITLE OF PROJECT Resiliency Planning Community Engagement
PROJECT LOCATION City-wide
AMOUNT OF FUNDING \$ 6250
SOURCE OF FUNDING: CDBG X E.C. _____ OTHER _____

1. Name and Title of individual(s) signing Schedule of Reimbursable expenses request and checks:

- A. REIMBURSABLE EXPENSE REQUEST Catherine Rattle
- B. CHECK SIGNATURE Tim Brennan

2. Name of person responsible for maintaining records for this contract (list title also).

Catherine Rattle + Lisa Edinger

3. Name of person who is responsible for:

- A. Maintaining payrolls Lisa Edinger
- B. Maintaining Time Sheets Lisa Edinger
- C. Reconciling Bank Statements Deb Huyghe
- D. Preparing Statement of Project Costs Lisa Edinger
- E. Preparing Checks Lisa Edinger + Deb Huyghe

F. Purchasing Catherine Ratter

4. Name of person who will maintain the following books of record (at least)

1. Cash receipts and Disbursements Ledger Lisa Edinger

2. Voucher Register Lisa Edinger

3. Project Cost Ledger Lisa Edinger

5. Name of Employees Bonded:

6. Does the agency maintain a purchase requisition system, and who authorizes purchases?

7. Who signs all vouchers ready for payment?

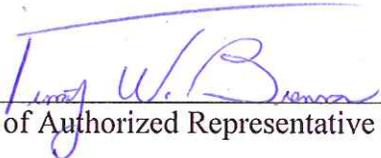
8. What is included or needed for authorization to disburse checks (e.g., voucher, purchase order, receiving slip)?

9. Who is responsible for hiring personnel?

10. Who is responsible for submitting time sheets of employees?

11. What controls are in place for equipment purchases?

I HEREBY ATTEST THAT THE ABOVE INFORMATION IS ACCURATE AND CORRECT.


Signature of Authorized Representative for Agency

6/3/15
Date

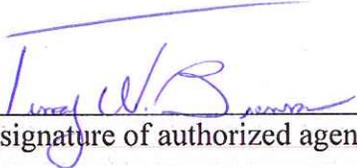
Appendix F: Debarment Certificate
This Certificate must be printed on agency letterhead.

DEBARMENT CERTIFICATE

In accordance with 24 CFR 24.100 through 24.714, the Pioneer Valley Planning Commission hereby certifies that neither the Pioneer Valley Planning Commission nor any of its principal employees has been disbarred, suspended or voluntarily excluded by any Governmental agency from receiving Federal financial assistance and non-financial assistance and benefits.

By signing this Certificate, the organization expressly understands and acknowledges that any person or entity that has been debarred or suspended is not eligible to receive Federal financial and non-financial assistance and benefits under Federal programs and activities.

Dated: 6/3/15



(signature of authorized agent)

Timothy W. Brennan
(printed name of agent)

Executive Director
(title of agent)

Appendix G: CONFLICT OF INTEREST STATEMENT

Please provide your agency's conflict of interest policy on agency letterhead.



Timothy W. Brennan, Executive Director

Policy 3. Conflicts (Interest, Ethics and Outside Employment; Political Activity)

Conflict of Interest, Ethics and Outside Employment

Commission policy prohibits conflict of interest and the appearance of conflict of interest. For this reason, Commission employees should not serve as an officer, director, trustee or representative of an organization which seeks funds or has been granted funds by the Commission, unless required as part of one's official duties and responsibilities. Commission staff is further discouraged from serving on a Board of Selectmen, Planning Board, City Council, Conservation Commission or Zoning Board of Appeals in one of the 43 member cities and towns of the Commission. This policy which is derived from the Massachusetts General Laws, Chapter 268A, is intended to safeguard the integrity of Commission funding decisions. As a general matter, commission employees are considered to be similar to "State employees" for the purposes of the Massachusetts Conflict of Interest Law, G.L. Ch.268A and should abide by its content.

All employees are prohibited from engaging in any conduct which would reflect unfavorably upon the Commission. Employees must avoid any action which might result in or create the impression of using his/her position for private gain, giving preferential treatment to any person or losing complete impartiality in conducting the business of the commission. Employees are prohibited from soliciting or accepting any gift, gratuity, favor, entertainment or any other item of monetary value from any person within or outside the Commission whose interest may be affected by the employee's performance or non-performance of duties and responsibilities.

No employee shall engage in any personal business activity while conducting Commission business. No employee shall engage in an outside activity that in any manner interferes with proper and effective performance, results in conflict of interest, or may subject the Commission to public criticism or embarrassment. To avoid conflict of interest, no employee shall perform private professional planning work for clients within the Pioneer Valley Planning Commission's 43 member cities and towns without prior written approval of the Executive Director. Any such work must not affect the efficiency of the employee or impair his/her usefulness to the Commission. If it is determined that such outside activity is disadvantageous to the commission, then the employee shall be given the option in writing of terminating either the outside activity or the relationship with the Commission.

Employees must not use privileged information for their own personal or financial advantage or provide acquaintances with privileged information which could lead to financial advantage. If an employee discovers that he/she has an outside financial interest which could be affected by Commission plans or activities, it must be reported promptly in writing to the Executive Director.

Political Activity

The Federal Hatch Act as well as state law restricts political activities of persons whose salaries are paid by federal/state funds. During work hours, employees may not work on their own, or be assigned to work for or on behalf of a political candidate or activity, or participate in other political activity such as lobbying, collecting funds, making speeches, assisting at meetings, doorbell ringing or distributing political pamphlets. All Commission employees shall comply with the Hatch Act requirements when assigning work to Commission employees. Furthermore, no Commission employee shall use Commission property or equipment for political activities at any time.

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I Timothy W. Brennan certify under the pains and penalties of perjury that the Pioneer Valley Planning Commission, to the best of my knowledge and belief, has/have complied with all United States Federal taxes required by law.

Timothy W. Brennan _____ 6-1-15 _____
Bidder/Proposer Authorized Person's Signature Date

CITY OF SPRINGFIELD TAX CERTIFICATION

I Timothy W. Brennan certify under the pains and penalties of perjury that the Pioneer Valley Planning Commission, to the best of my knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

Timothy W. Brennan _____ 6/3/15 _____
Bidder/Proposer Authorized Person's Signature Date

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C '49A, I Timothy W. Brennan certify under the pains and penalties of perjury that the PVPC, to the best of my knowledge and belief, has/have filed all state tax returns and has/have complied with all state taxes required by law.

Timothy W. Brennan _____ 6/3/15 _____
Bidder/Proposer Authorized Person's Signature Date