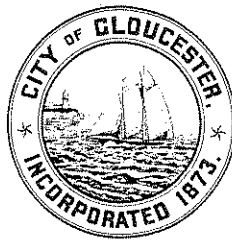



City Hall
Nine Dale Avenue
Gloucester, MA 01930



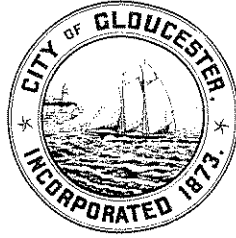
TEL 978-281-9700
FAX 978-281-9738
ckirk@ci.gloucester.ma.us

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

TO: City Council 
FROM: Carolyn A. Kirk, Mayor
DATE: March 20, 2009
RE: Addendum to the Mayor's Report
for the March 24, 2009 City Council Meeting

Attached is a memorandum Chief Administrative Officer Jim Duggan regarding the Department of Veterans Services. *Please refer this matter to the Budget and Finance subcommittee for review and approval.* Jim Duggan will be available to answer questions and provide further information as required.

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CITY OF GLOUCESTER
OFFICE OF THE MAYOR

Memorandum

To: City Council President Tobey and Members of the Gloucester City Council

From: Jim Duggan, Chief Administrative Officer 

Cc: Mayor Carolyn Kirk

Date: March 20, 2009

Re: Department of Veterans Services

Attached for your review is a contract between the City of Gloucester and the Eastern Essex District Department of Veterans' Service. The contract is for consulting services as they pertain to the required submission of benefits paperwork to the Massachusetts Department of Veterans Services for Gloucester veterans.

I respectfully request that you forward this to Budget and Finance for their review and discussion.

STANDARD SERVICES CONTRACT

BY AND BETWEEN

The City of Gloucester, a municipal corporation, organized and existing under the laws of the Commonwealth and located in the County of Essex in said Commonwealth, hereinafter sometimes called the City and **the Eastern Essex District Department of Veterans' Service**, with their principal office located at 25 Green Street, Ipswich, MA, sometimes referred to as the Contractor.

DATE

Executed this ____ day of _____, 2009.

RECITALS

1. Whereas the City of Gloucester requires a Veterans Service Officer;
2. Whereas the City of Gloucester, by its Mayor, having been authorized by the City Council, has the power to purchase such professional service for outside sources;
3. Whereas the Eastern Essex District Department of Veterans' Service has made claim and has satisfied the City that it is capable of performing the required professional services; and
4. Whereas in reliance upon the above.

THE CITY AND VSO AGREE THAT:

1. Services

The Eastern Essex District Department of Veterans' Service shall provide the following services:

- a. The Veterans Service Officer (VSO) will work at Gloucester Veterans Center one day per week.
- b. District will accept calls and visits at Ipswich Office from Gloucester veterans, widows, etc.
- c. The VSO will make in-home visits as necessary in Gloucester for those unable to travel to Veterans Center or Ipswich.
- d. Assistant to the VSO will work at Gloucester Veterans center one day per week for VSMIS documentation and paperwork, and will add hours if needed.
- e. The VSO will attend monthly Veterans Council meeting in Gloucester.
- f. The VSO will hold hours at the Gloucester Senior Center approximately 4 hours per month.

- g. The VSO will be unable to plan or sponsor special events including Memorial Day and Veterans Day celebrations while assisting the city.
- h. The VSO will not conduct an aggressive outreach campaign due to time constraints.
- i. The VSO will assist the City of Gloucester in their search for a new VSO and recommends the Local Veterans Employment Representative (LVER) at the DET in Gloucester and also be a part of the search committee.
- j. The VSO will meet with other Gloucester officials as necessary in the performance of his duties, but will not attend routine department head (or similar) meetings due to time constraints.
- k. Current City of Gloucester Veterans staff will continue as a direct employee of the City of Gloucester, subject to Gloucester pay and personnel regulations.
- l. The VSO will increase Ipswich office hours by 8 hours per week, and Assistant by 5 hours per week to accommodate increased workload and minimize loss of support to existing district.

The City will pay the VSO and his Assistant \$3,277 per month for services rendered from April 1, 2009 to December 31, 2009. Total amount of contract is not to exceed \$29,493.

Timeliness and manner of payment is to be developed between the VSO and City of Gloucester. Cost may increase slightly for FY10 based on the annual budget to be approved by the District's Board of Directors in early April for FY10.

The City of Gloucester may provide an official to act as an ex officio member of the District Board of Directors for any meeting while the VSO is providing assistance to Gloucester.

Should travel to and from Gloucester become extensive, the VSO will notify the City of Gloucester of the concern before mileage reimbursement will be approved from the City of Gloucester at their current mileage rate.

2. Contractor's Covenants

- A.) The Contractor covenants that it is qualified to perform the services required by this contract and now is, and shall at all times while this contract is in effect, be duly permitted by law to perform such services, and all personnel engaged in this contract shall be qualified, licensed if necessary, and so permitted to do the work they perform.
- B.) The Contractor agrees to pay all debts for labor and/or services and materials contracted by it, if any, and for the rental of any office space, equipment or machinery hired by it, if any, for and on account of the services be performed

hereunder; and the Contractor agrees to assume the defense of and indemnity and hold harmless the City, its officers, agents and employees from and against any and all suits, claims, demands, expenses and liabilities arising from or in any way rendered under this contract. The Contractor shall have no capacity to bind the City in any contract nor to incur liability on the part of the City, and if the Contractor employs or proposes to employ any person or persons during the term of this contract, the employment or proposal shall not obligate the City in any manner to any such employee.

- C.) The Contractor covenants with the City that it shall be solely responsible for the conduct health and safety of its employees during the term of this contract and shall hold the City harmless for any injuries, damages or losses incurred by its employees while working on this project, unless the same injuries, damages or losses can be proven to result from the willful or intentional acts of the City or its employees.

- D.) The Contractor shall maintain records of all details with respect to the services performed hereunder, for three years after the date of the final payment made by the City under this contract. The Contractor shall permit any duly authorized representative of the City, State or Federal agency which requires access as a precondition to funding, if any, or any of their duly authorized representative, from time to time and during regular business hours, to have access to and inspect papers, and other records of the Contractor pertaining to transactions pursuant to this contract.

- E.) The Contractor covenants with the City that it shall, upon the completion of this contract or upon termination, turnover, surrender or deliver to the City originals or executed duplicates of all documents, bids, estimates, contracts, leases, deeds, memoranda, correspondence, requests for proposals, pleadings, answers, opinions or any other finished work product contemplated within the Contractor's Scope of Work attached hereto. It is understood that upon delivery to the City, all such instruments become the property of the City of its use without restriction. All services including reports, opinions and information to be furnished under this contract are confidential and shall not be divulged in whole or part to any person other than duly authorized representative of the City. The contractor shall take all necessary steps to insure that no member of his staff divulges any such information, except as herein permitted.

- F.) The Contractor agrees that during the performance of this contract:
 - 1.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

 - 2.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants

will receive equal consideration for employment without regard to race, color, religion sex or national origin.

G.) The Contractor's rights, obligations and duties under this contract shall not be assigned in whole or part without prior written consent of the City, but this shall not prohibit written consent of the City, but this shall not prohibit the assignment of the proceeds due or to become due hereunder to a bank or financial institution without such approval. None of the services to be performed by the Contractor pursuant to this contract shall be subcontracted without the prior written consent of the City.

3. Termination

This contract may be terminated by either party upon ten days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the City terminates this agreement under the terms of this paragraph and it is later determined that the Contractor had not so failed, the Contractor shall be paid for services performed to the termination notice date plus reasonable related costs incurred due to termination.

In addition, the City may terminate this agreement at any time upon ten days written notice should the services of the Contractor no longer be required. Upon receipt of ANY termination notice, the Contractor shall:

- A.) Promptly discontinue all service affected (unless the notice directs otherwise);
and
- B.) Deliver or otherwise make available to the City all data, drawings, reports, estimates, memoranda, summaries, work products and the information that the Contractor may have accumulated in performing this contract, whether complete or in process.

The City may take over the work in this contract and prosecute the same to completion by agreement with another party or otherwise. Any work the City takes over for completion will be completed at the City's risk and the City shall hold harmless the Contractor from all claims and damages arising out of the improper use of the Contractor's work.

In the event of a termination, an equitable adjustment shall be made in moneys paid the Contractor. The adjustment shall provide for payment to the Contractor for services rendered and expenses incurred before the termination settlement costs the Contractor reasonably incurs relating to commitments which had become firm before the termination.

4. Notice

No notice, action, or other communication shall be effective unless received by the persons holding the following designated positions:

FOR THE CITY:

Name: James Duggan
Title: Chief Administrative Officer
Address: 9 Dale Avenue
Address: Gloucester, MA 01930
Telephone: (978) 281-9700

FOR THE CONTRACTOR:

Name: Terrance Hart
Title: Director
Address: 25 Green Street
Address: Ipswich, MA
Telephone: (978) 356-3915

All notices shall be in writing or by telegram except in exigent circumstances; telephone communication confirmed by an immediate subsequent correspondence shall be effective.

5. Contract Interpretation

This contract shall be construed as a Massachusetts contract and any interpretation of its meaning, effects or consequences shall be determined with reference to Massachusetts statutory and common law.

6. Contract Changes

This agreement may be modified or altered by the parties at any time, provided, however, that such modification or alterations are evidenced by writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this _____ day of _____, 2009.

FOR THE CITY OF GLOUCESTER:

FOR THE CONTRACTOR:

Purchasing Agent/Asst. Purchasing Agent

by: _____

Mayor

by: _____

CERTIFICATION AS TO FUNDS

I hereby certify that a total appropriation is available for this contract consisting of the following separate departmental appropriations:

Amount: _____ From Account: _____

City Auditor *Date*

Approved as to Form:

City Solicitor *Date*

SCHEDULE A

SCOPE OF WORK

- 1.) Starting Date: The Contractor shall begin work on April 1, 2009
- 2.) Completion Date: The Contractor shall end work no later than December 31, 2009
- 3.) Scope of Work:
 - a. The Veterans Service Officer (VSO) will work at Gloucester Veterans Center one day per week.
 - b. District will accept calls and visits at Ipswich Office from Gloucester veterans, widows, etc.
 - c. The VSO will make in-home visits as necessary in Gloucester for those unable to travel to Veterans Center or Ipswich.
 - d. Assistant to the VSO will work at Gloucester Veterans center one day per week for VSMIS documentation and paperwork, and will add hours if needed.
 - e. The VSO will attend monthly Veterans Council meeting in Gloucester.
 - f. The VSO will hold hours at the Gloucester Senior Center approximately 4 hours per month.
 - g. The VSO will be unable to plan or sponsor special events including Memorial Day and Veterans Day celebrations while assisting the city.
 - h. The VSO will not conduct an aggressive outreach campaign due to time constraints.
 - i. The VSO will assist the City of Gloucester in their search for a new VSO and recommends the Local Veterans Employment Representative (LVER) at the DET in Gloucester and also be a part of the search committee.
 - j. The VSO will meet with other Gloucester officials as necessary in the performance of his duties, but will not attend routine department head (or similar) meetings due to time constraints.
 - k. Current City of Gloucester Veterans staff will continue as a direct employee of the City of Gloucester, subject to Gloucester pay and personnel regulations.
 - l. The VSO will increase Ipswich office hours by 8 hours per week, and Assistant by 5 hours per week to accommodate increased workload and minimize loss of support to existing district.

TAX COMPLIANCE

IF A CORPORATION:

State in which Incorporated

President

Treasurer

Secretary

If a foreign (out of State) corporation - are you registered to do business in Massachusetts? YES _____ NO _____. If you are selected for this work, you are required under Massachusetts General Law Chapter 38D, to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate to the awarding authority prior to award.

IF A PARTNERSHIP (Name All Partners):

Name	Address	City	State/Zip
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_____	_____	_____	_____
_____	_____	_____	_____

IF AN INDIVIDUAL:

Name	Address	City	State/Zip
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_____	_____	_____	_____
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IF AN INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME:

Name of Firm	Business Address
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Name of Individual	Address	City	State/Zip
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_____	_____	_____	_____
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ATTESTATION CLAUSE

Pursuant to M.G.L. Ch 62C sec 49A. I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

Social Security No. Or Federal Identification No.

Signature or Individual or Corporate Name

By:

Corporate Officer (If Applicable)