



## **PROFESSIONAL SERVICE AGREEMENT**

### **City of Newton**

This Professional Service Agreement (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_ 2016 (“Effective Date”) between the City of Newton, 1000 Commonwealth Avenue, Newton Centre, MA 02459, (“City”), and the University of Massachusetts (“UMass Boston”), represented by its Edward J. Collins, Jr. Center for Public Management (“Center”), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 (“the Parties”).

The Center has technical expertise, resources, and capacity available to it, and the City wishes to engage the Center to provide the City with technical services. UMass Boston has determined that the proposed services to be provided are consistent with its research, economic development, educational, and public service missions.

Therefore, the Parties hereto mutually agree as follows:

1. Professional Services. The Center agrees to provide the professional services described in Exhibit A, which is attached hereto and incorporated herein by reference (“Services”). Trained personnel or sub-consultants of the Center shall render the Professional Services.

2. Term. The Center will use reasonable efforts to provide the Professional Services during the period from the date of this Agreement until 6/30/2017. Unless the parties agree to extend the term in writing, this Agreement shall expire at the end of the term or upon the completion of the Professional Services, whichever shall first occur.

3. Confidentiality/Privacy. The Center shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy.

4. Payments. The City agrees to pay to UMass Boston an all-inclusive fee not to exceed of \$30,000 for these services. This cost shall include all Center staff time and overhead. The City agrees to make payments upon receipt of invoices. The Center reserves the right to discontinue work if the City fails to pay invoices within thirty (30) days of receipt. Payments shall be made to “University of Massachusetts Boston” and shall be sent to:

Edward J. Collins Jr. Center for Public Management  
University of Massachusetts Boston  
100 Morrissey Blvd.  
Boston, MA 02125-3393  
Attn: Stephen McGoldrick

5. Warranty Disclaimer. The Center shall perform the Services in a professional and workmanlike manner. The Center shall endeavor to perform the Services within the schedule set forth herein, but is not liable for failure to meet the schedule. The foregoing warranties are in lieu of all other warranties, express, implied or statutory, including without limitation any implied or express warranties of merchantability, fitness for a particular purpose, or non-infringement of a patent or other intellectual property right.

6. Limitation of Liability. In no event shall UMass Boston be liable for any loss of profits, loss of use, loss of data, cost of cover, indirect, special, exemplary, punitive, incidental or consequential damages of any kind in connection with or arising out of this Agreement or the Services, even if UMass Boston has been advised of the possibility of those damages. Notwithstanding the foregoing, in no event shall its liability arising out of this Agreement or relating to the Services exceed the amounts actually paid.

7. Use of Names. The City agrees that it will not utilize the name or seal of the University in any advertising promotional material or publicity, without the express written consent of UMass Boston. Reciprocally, UMass Boston will not utilize the name or corporate seal of the City in any advertising promotional material or publicity, without the express written consent of the City.

8. Termination. This Agreement may be terminated by either of the Parties upon thirty (30) days written notice of termination to the other. If either of the Parties defaults in the performance of any of its material obligations under this Agreement, then the non-defaulting party may give written notice of the default to the defaulting party. Unless the default is corrected within thirty (30) days after the notice, the notifying party may terminate this Agreement immediately upon written notice. Upon termination of this Agreement by either party, UMass Boston will be reimbursed for all costs and non-cancelable commitments incurred in performance of the Professional Services prior to the date of termination in any amount not to exceed the total commitment set forth in Section 4 of this Agreement. Provided, however, that if professional services are not complete, then UMass Boston will return any pro rata share of payment to the City not otherwise expended, to the extent permissible.

9. Survival. The obligations of the parties under Sections 3, 4, 5, 6, 7, 8, and 9 survive termination of this Agreement.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Center or UMass Boston as a partner, joint venture, employee, or agent of the City, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions.

11. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules. The Parties agree to exclusive jurisdiction and venue in the Massachusetts Superior Court in Suffolk County.


12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Services, supersedes all prior oral and written agreements with respect to the subject matter, and can be modified only by a written instrument signed by both of the Parties which references this Agreement.

UMass Boston and the City have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

City

UMass Boston

BY: \_\_\_\_\_

BY:   
Stephen McGoldrick , Interim Director

NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
Ellen O'Connor, Vice Chancellor for A & F

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



## Exhibit A

### Scope of Work

Client: Newton Charter Commission

Overview of Assignment: Collins Center personnel identified below will serve the commission by conducting research, attending remaining charter commission meetings (@ 20), attending public hearings as determined necessary or preferable by the commission, and providing facilitation assistance on issues of major concern in the charter (e.g., Executive, Legislative) as determined by the commission.

The Collins Center will provide the following services:	Time estimate:
Attendance at each of the 20 remaining meetings of the commission	2.5 hours/each meeting
Research and support, specific to commission’s inquiries and needs	1.5 hours/per meeting
Set-up, planning, and telephone assistance	1.5 hours/per meeting

Newton Charter Commission Contact Person: Rhanna Kidwell, Vice Chair. The vice chair shall be cc’d on all emails to Article leaders, and will receive all work products in addition to the Article leaders.

Collins Center personnel assigned:

Marilyn Contreas, Senior Associate [Marilyn.contreas@umb.edu](mailto:Marilyn.contreas@umb.edu) Telephone: 781 -665 – 7198

Tanya Stepasiuk, Government Services Specialist [Tanya.Stepasiuk@umb.edu](mailto:Tanya.Stepasiuk@umb.edu) Telephone: 617 – 797 - 3053

Stephen McGoldrick, Director, Collins Center for Public Management, UMass/Boston\*

*\*Mr. McGoldrick will be available on an “as needed” basis to be determined by Collins Center personnel undertaking this assignment in consultation with the Newton Charter Commission vice-chair.*

Both Ms. Contreas and Ms. Stepasiuk should receive all emails from Newton Charter Commission members relating to this Collins Center assignment.

Procedure: Article leaders will be responsible for contacting Collins Center personnel with inquiries, requests for comparative analysis, historical and/or legal precedents, etc. relating to the specific Article in sufficient time to allow the Collins Center to provide information to the Article leaders on the Friday before the Article is to be initially discussed by the commission (See *Newton Charter Commission Project*

*Plan, 2016 Meeting Schedule* as provided to the Collins Center on January 29, 2016). Article leaders shall be responsible for providing work products to the Newton Charter Commission membership.

Such inquiries and requests may be oral or communicated via the email addresses above. Any oral requests, including but not limited to questions or concerns arising at charter commission meetings, will be confirmed via email by Collins Center personnel assigned to this project.

Should the commission request facilitation exercises, summaries of such exercises will be provided to the Article leaders and the Vice Chair within 7 days following any such exercise.

Payment: The Center will charge a fee not to exceed \$30,000. The Center will invoice the Commission three times during the course of the assignment (June 2016, November 2016, May 2017), documenting all activities performed on behalf of the Commission. The Collins Center is prepared to complete such assignments as can be funded by the Commission's \$7,500 statutory appropriation (MGL, c. 43B, s. 8[b]). Should a supplemental appropriation not be forthcoming from the city, this work plan will need to be revised to reflect only those assignments able to be completed with the statutory appropriation.