

## AGREEMENT

Between the

CITY OF SOMERVILLE

and

THE SOMERVILLE HOUSING AUTHORITY

The parties to this Agreement are the City of Somerville (City) and the Somerville Housing Authority (SHA), (hereinafter, the parties).

**WHEREAS**, the Somerville Housing Authority (SHA) is the owner and proprietor of several properties within the City of Somerville. and

**WHEREAS**, the Somerville Housing Authority employs special police officers under its jurisdiction; and

**WHEREAS**, the Mayor of the City of Somerville (City), has the authority under the Somerville City Charter to make appointments of Special Police Officers within the City of Somerville, subject to confirmation by the City Council and subject to the terms set forth in the Charter; and

**WHEREAS**, the City agrees to move forward to consider such appointments as may be presented to the SHA in accordance with the City Charter; and

**WHEREAS**, the City and the SHA seek to establish an agreement to reflect the terms of any such appointments;

**NOW THEREFORE**, in consideration of the matters described below and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree to the following terms:

1. This Agreement shall commence on the date indicated below and shall continue for three years from the date of commencement. The City, acting through its Mayor, may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination.
2. It is understood and agreed that SHA employees, including but not limited to SHA Police Officers, are not employees, agents, representatives or independent contractors of the City. SHA employees are not subject to the control or direction of the City of Somerville.
3. SHA officers shall only act in accordance with applicable legal authority and is responsible for its own deployment of officers. The powers of the SHA officers shall be the same powers as special police officers at colleges, universities, and educational institutions as

identified in G. L. c. 22, s. 63. SHA is solely responsible for management, oversight, training its own employees, discipline, and internal investigations. Nothing in this agreement shall be construed to grant SHA any authority not permitted by applicable state law.

4. The SHA agrees to take all necessary precautions to prevent injury to any persons or damage to any property during the term of this Agreement and shall indemnify and hold the City harmless against all damages, loss or expense including judgments, costs, attorneys' fees, and interest resulting in any way from any act or omission on the part of the SHA, its agents, employees or sub-contractors, or resulting directly or indirectly from the SHA's performance under this Agreement.

5. Liability insurance shall be purchased and maintained by the SHA in the amount of \$1,000,000.00 per occurrence during the term of this Agreement, with the City as a named insured on all policies. SHA shall deposit certificates of insurance issued by companies qualified to do business with the Commonwealth of Massachusetts in form and substance satisfactory to the City. Such certificates shall contain an endorsement requiring thirty (30) days written notice to the City and the City's approval prior to cancellation or change in amounts, types or scope of coverage. SHA shall promptly deliver to the City new certificates of insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Certificates of Insurance shall be sent to the Office of the Treasurer, City Hall, 93 Highland Avenue, Somerville, MA 02143 with a copy to the Law Department, City Hall, 93 Highland Avenue, Somerville, MA 02143.

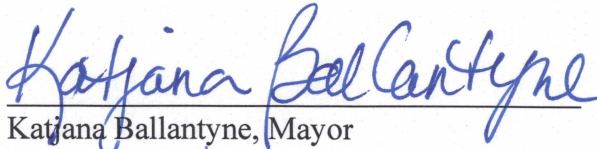
6. This Agreement is subject to the applicable Somerville Charter. An Agreement between the parties identifying obligations shall be condition of any Mayoral appointment.

7. This Contract shall be governed by the laws of the Commonwealth of Massachusetts. Any action arising out of this Contract shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

8. This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

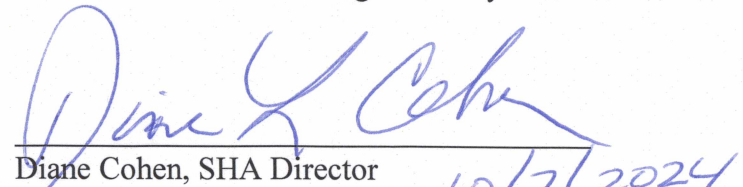
9. No amendment to this Contract shall be effective unless it is signed by the authorized representatives of all parties and complies with all requirements of the law.

For the City of Somerville:

  
Katjana Ballantyne, Mayor

Date: 10/9/24

For the Somerville Housing Authority:

  
Diane Cohen, SHA Director

Date: 10/7/2024

APPROVED AS TO FORM:



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**David P. Shapiro**  
**Deputy City Solicitor**



189 Commerce Court  
 PO Box 189  
 Cheshire, CT 06410-0189

203-272-8220 or 800-873-0242  
 fax 203-271-2265  
 www.housingcenter.com

## CERTIFICATE OF INSURANCE

ID: 753, Endorsement: 069-01-2024-29

Issue Date: 10/16/2024

Insured: Somerville Housing Authority

Address: 30 Memorial Road  
 Somerville, MA 02145-2145

### Coverages

Type of Insurance	Policy Number	Limits
Commercial Liability	HARRG-753-241934-2024	<b>General Aggregate:</b> \$ 2,000,000
<input checked="" type="checkbox"/> Coverage <b>A</b> : Bodily Injury and Property Damage Liability: Occurrence	<b>Effective Date:</b> 04/01/2024 12:01 AM	<b>Per Occurrence:</b> \$ 1,000,000
<input checked="" type="checkbox"/> Coverage <b>B</b> : Personal and Advertising Injury Liability: Occurrence	<b>Expiration Date:</b> 04/01/2025 12:01 AM	<b>Personal and Adv Inj:</b> \$ 1,000,000
<input checked="" type="checkbox"/> Coverage <b>E</b> : Mold, Other Fungi or Bacteria Liability: Claims Made Retro Date: 4/1/05		<b>Fire Damage Sub-Limit:</b> \$ 50,000
		<b>Athletic Sport Sub-Limit</b>
		<b>Per Occurrence:</b> \$ 250,000
		<b>Aggregate:</b> \$ 250,000
		<b>Mold, Other Fungi or Bacteria:</b> \$ 100,000

**Description:** City of Somerville added as additional insured as it pertains to the agreement for special police officers.

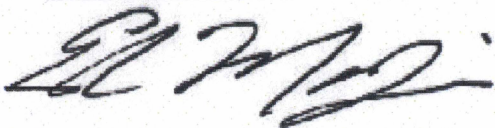
**Certificate Holder:** City of Somerville

93 Highland Avenue  
 Somerville, MA 02143

**Company:** Housing Authority Risk Retention Group, Inc.

**THIS IS TO CERTIFY THAT THE POLICIES LISTED ABOVE HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY CLAIMS PAID. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ABOVE.**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 90 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agents, or representatives.



Signature of Authorized Representative



189 Commerce Court  
PO Box 189  
Cheshire, CT 06410-0189

203-272-8220 or 800-873-0242  
fax 203-271-2265  
www.housingcenter.com

October 16, 2024

Ms. Diane Cohen  
Executive Director  
Somerville Housing Authority  
30 Memorial Road  
Somerville, MA 02145-

Re: Policy Change - HARRG Policy # HARRG-753-241934-2024

Dear Ms. Cohen,

Enclosed please find Endorsement #069-01-2024-29 amending the policy as described.

If you have any questions or concerns please contact me at (800) 873-0242 extension 300.

Sincerely,

Linda Blanc  
Senior Underwriter

Enclosures

Signature of Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Housing Insurance Services Inc.
189 Commerce Court
P. O. Box 189
Cheshire, CT 06410
CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: memberservices@haigroup.com
INSURER(S) AFFORDING COVERAGE: Housing Authority Risk Retention Group
NAIC #: 26797

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Terrorism Coverage.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Somerville added as additional insured as it pertains to the agreement for special police officers.

CERTIFICATE HOLDER: City of Somerville, 93 Highland Avenue, Somerville, MA 02143
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]



**Policy Change No. 069-01-2024-29**

**Change Endorsement**

General Change Endorsement

Named Insured: Somerville Housing Authority  
Policy Number: HARRG-753-241934-2024  
Policy Effective Date: 04/01/2024 - 04/01/2025  
Issue Date: 10/16/2024  
Premium:

Effective From: 10/07/2024 at the time of day the policy becomes effective.

Law Enforcement Liability - Claims Made

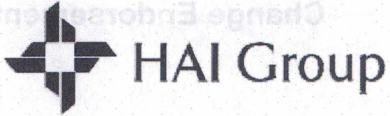
**The Insurance is Amended as follows:**

This Endorsement modifies insurance provided under the following Coverage Section(s):  
Law Enforcement Liability - Coverage Section C

It is hereby understood and agreed that the City of Somerville is added as additional insured as it pertains to the appointment of special police officers by the Mayor. It is also agreed that these special police officers will be under the direction of Somerville Housing Authority.

All other terms and conditions contained in the policy remain in full force and effect.

Description: City of Somerville added as additional insured as it pertains to the agreement for special police officers.



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