CITY OF SPRINGFIELD

City Clerk's Office 4/3/2013 12:00:00 PM

Regular Meeting Agenda~

I hereby notify you that at twelve o'clock noon today the following items of business had been filed with this office and can be acted upon at the meeting in City Council Chambers, Room 200 at City Hall, 36 Court Street **Monday** evening **April 8, 2013** at 07:00 PM according to Section 12, Rules and Orders of the City Council.

City Clerk

Call to Order

7:00 PM Meeting called to order on April 8, 2013 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Report of Committes

Orders

(1.) Budget Transfer W/In a Department $153,900 (Mayor Sarno)
$153,900

ATTACHMENTS:

- CAFO Certification SPD Academt xfer (DOCX)

(2.) Free Cash to Law Department Settlement Account (Mayor Sarno)
ATTACHMENTS:

- Angelica Brothers Settlement (PDF)

(3.) Parks Terrace Program Budget Transfer - $195,453 (Mayor Sarno)
195,453.00

ATTACHMENTS:

- Parks terrace transfer (PDF)
- CAFO Certification Parks Terrace Transfer (PDF)

(4.) Bill of Prior Year - Fire Dept - $434.47 (Mayor Sarno)
ATTACHMENTS:

- SFD FEMA grant payback BOPY (PDF)
- CAFO Certification SFD FEMA BOPY (PDF)
- BOPY letter from Comm Conant (PDF)
- 4.8.13 - Prior Year Bills Schedule 1 (PDF)

(5.) HHS COWNT GRANT ACCEPTANCE - $10,000.00 No Match (Mayor Sarno)
ATTACHMENTS:

- COWNTAWARD10000 (PDF)

(6.) HHS MRC GRANT ACCEPTANCE- No Match Required $4,000.00 (Mayor Sarno)
ATTACHMENTS:

- NACCHO AWARD4000 (PDF)

(7.) Grant Acceptance - No Match Required $339,000 (Mayor Sarno)

ATTACHMENTS:

- PD - SSYI FY13 award letter (PDF)

(8.) NFPA Multi-Language Fire Education Grant - $5,000 (Mayor Sarno)

ATTACHMENTS:

- NFPA award letter (PDF)
- NFPA check copy (PDF)

9. Suspension Rule 12

(10.) Police Transfer Within the Department $329,900 (Mayor Sarno)

$329,900

ATTACHMENTS:

- PD Addl Transfer (PDF)
- police additional transfer (DOCX)

City of Springfield

SCHEDULED

Meeting: 04/08/13 07:00 PM
Initiator: Jennifer Winkler
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2113 A

Budget Transfer W/In a Department $153,900 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2012 and ending June 30, 2013 (FY'13), pursuant to Mass. Gen. Laws ch. 44 , Section 33B, and Chapter 468 of the Acts of 2008, the Acting Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of $153,900 from the Police Department - Various Items to the Police Department - Various Items in order to fund the cost of conducting a police academy; and

WHEREAS, after reviewing this order, the Acting Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the transfer, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of $153,900 from the Police Department - Various Items to the Police Department - Various Items in order to fund cost of conducting a police academy and meet the expenses of the City of Springfield for Fiscal Year 2013.

From: First Response - Salaries and Wages

0100-20-210-2130-2131-0110-000000-0000000-501000 $36,800

To: Academy Training - Crime Prevention Supplies

0100-20-210-2110-2111-0110-000000-0000000-558100 $36,800

From: First Response - Salaries and Wages

0100-20-210-2130-2131-0110-000000-0000000-501000 $11,500

To: Academy Training - Weapons and Ammo

0100-20-210-2110-2111-0110-000000-0000000-558105 $11,500

From: First Response - Salaries and Wages

0100-20-210-2130-2131-0110-000000-0000000-501000 $20,000

To: Fleet - Gasoline and Diesel

0100-20-210-2110-2117-0110-000000-0000000-548400 $20,000

From: First Response - Salaries and Wages

0100-20-210-2130-2131-0110-000000-0000000-501000 $17,200

To: Supply - Professional Services

0100-20-210-2110-2120-0110-000000-0000000-530105 $17,200

From: First Response - Salaries and Wages

0100-20-210-2130-2131-0110-000000-0000000-501000 $53,400

To: Supply - Uniform and Clothing

0100-20-210-2110-2120-0110-000000-0000000-558200 $53,400

From: First Response - Salaries and Wages

0100-20-210-2130-2131-0110-000000-0000000-501000 $15,000

To: Fleet - Vehicles

0100-20-210-2110-2117-0110-000000-0000000-580700 $15,000

FINANCIAL IMPACT:

$153,900

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance

To: Springfield City Council

From: Timothy J. Plante, Acting Chief Administrative & Financial Officer

Date: April 8, 2013

Re: Order for Council Meeting – 4/8/2013

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the April 8, 2013 Council meeting which authorizes the Springfield Police Department to transfer funds within in the Department to cover the cost of running a new academy.

Background: The Police Department has experienced additional turnover above what was originally anticipated during the budget process. Roughly, we expect the department's complement to have 30 less officers by the end of the year. Due to this attrition, the Mayor and Commissioner have authorized an academy of 22 recruits. If successful, these recruits will help rebuild the number of officers in the streets and ensure that there are adequate officers dedicated to the special units.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Acting Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

City of Springfield

SCHEDULED

Meeting: 04/08/13 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2111 A

Free Cash to Law Department Settlement Account (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield, pursuant to Mass. Gen. Laws Ch. 44, Section 33B, Ch. 59, Section 23 and Chapter 468 of the Acts of 2008, the Acting Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of $30,134.27 from FY12 Free Cash to the Law Department Settlement Account for a partial settlement between the City and Angelica Brothers Contracting Inc.

WHEREAS, after reviewing this order, the Acting Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the transfer, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of $30,134.27 from FY12 Free Cash to the Law Department Settlement Account.

From:

Certified Free Cash - Other Financing Uses

0100-00-000-0000-0000-0000-000000-0000000-701000 $30,134.27

To:

Law Department - Settlement Claims

0100-10-151-0000-0000-0010-000000-0000000-576400 $30,134.27

City of Springfield - Law Department
Angelica Brothers Electrical Contracting Inc.
Partial Settlement

Invoice #	Invoice Date	Department	Amount
5014	12/5/2007	Information Technology Department	747.76
5031	12/12/2007	Information Technology Department	8,004.73
5143	12/31/2007	Information Technology Department	2,202.89
5145	12/31/2007	Information Technology Department	2,296.46
5146	12/31/2007	Information Technology Department	5,723.60
5147	1/18/2008	Information Technology Department	2,508.09
5152	12/31/2007	Information Technology Department	660.89
5159	12/31/2007	Information Technology Department	128.62
5732	10/21/2008	Parks Buildings and Recreation Management	466.89
6147	5/24/2009	Parks Buildings and Recreation Management	7,074.84
6232	7/2/2009	Information Technology Department	319.50
		TOTAL	**30,134.27**

Angelica Brothers
Electrical Contracting, Inc.
Holyoke, Massachusetts
www.ab-ec.net

724 Main Street
Holyoke Ma. 01040

MA Lic. A16562
CT Lic. ELC.163270-E2
VT Lic. EM-4802

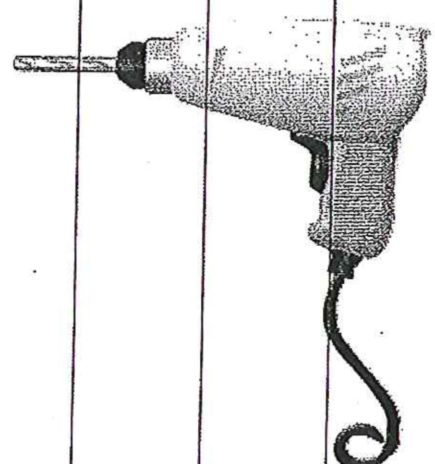
Invoice

Date	12/5/2007
Invoice #	5014
PO #	
Terms	30 Days
Due Date	1/4/2008
Project	07-483 SCH-CH-MJK TN 7...

Bill To

Springfield City Hall
MIS Department
36 Court Street
Springfield, MA 01103

Description	Qty	Rate	Amount
Work Order 07-483 Work Performed 9/24, 9/27 & 9/28/07			
SCH-CH-MJK TN 787-7570			
Labor	12	61.24	734.88
Material (Connectors)		10.18	10.18
15% Markup	10.18	0.15	1.53
10% Markup	11.71	0.10	1.17



Total	$747.76

Angelica Brothers
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VT Lic. EM-4802

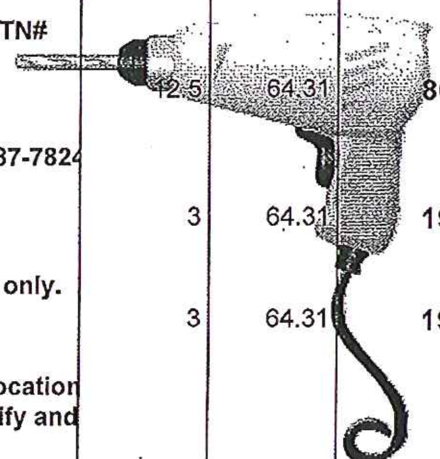
Invoice

Date	12/12/2007
Invoice #	5031
PO #	
Terms	30 Days
Due Date	1/11/2008
Project	07-536 SCH-CH-MJK HEA...

Bill To

Springfield City Hall
MIS Department
36 Court street
Springfield, Mass 01103

Description	Qty	Rate	Amount
Work Order #07-536 - Work Performed 10/11 & 10/12/07			
Health Dept move 4 lines at 95 State St. - Date of Request 7/12/07			
Labor	12	64.31	771.72
Work Order #07-562 - Work Performed 10/23/07			
Station run on TN# 787-6185. See Kathy Fleury or Nicki			
Labor	3	64.31	192.93
Work Order #07-582 - 11/5-11/23/07			
2 fire stations, Oakland & Odessa St. in Indian Orchard. Additional desk-top computer locations wired into additional office locations			
Labor	46	64.31	2,958.26
Material (Patchcord, shelving. latch ducts, connecting blocks, putty)		405.23	405.23
15% Markup	405.23	0.15	60.78
10% Markup	466.01	0.10	46.60
Work Order #07-584 - Work Performed 11/6 & 11/7/07			
Crosswire 1 new line from demarc to F-1 code enforcement dept. TN# 886-5224			
Labor	12.5	64.31	803.88
Work Order #07-586 - Work performed 11/9/07			
Crosswire 886-5008 from demarc to F-3 finance dept. Replacing 787-7824 for Elise Bernlse.			
Labor	3	64.31	192.93
Work Order #07-590 - Work Performed 11/9/07			
Relocate 2 lines in Finance. TN#'s 750-2604 & 886-5043, line swap only.			
Labor	3	64.31	192.93
Work Order #07-591 - Work Performed 11/9 & 11/14/07			
Locate and verify 787-7824 and 787-7765 at demarc tone out new location crosswire and verify tone new location for 787-7824, crosswire verify and install phone			
Labor	5	64.31	321.55
Work Order #07-593 - Work Performed 11/16/07			



Thank you for your business.

Total	

Angelica Brothers
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724 Main Street
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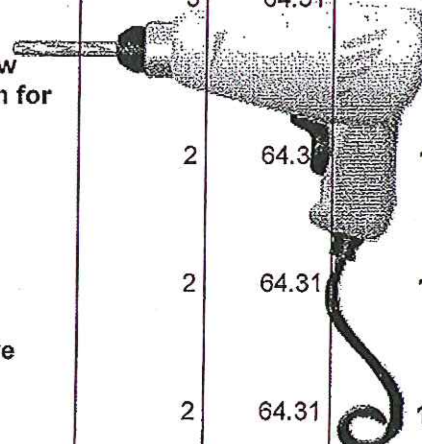
Invoice

Date	12/12/2007
Invoice #	5031
PO #	
Terms	30 Days
Due Date	1/11/2008
Project	07-536 SCH-CH-MJK HEA...

Bill To

Springfield City Hall
MIS Department
36 Court street
Springfield, Mass 01103

Description	Qty	Rate	Amount
Locate 886-5007 at demarc-verify dial tone. Tone riser pairs to new location-crosswire, install phone, verify dial tone.			
Labor	2	64.31	128.62
Work Order #07-600 - Work Performed 11/14/07			
Check 2 stations in the Code Enforcement Dept. at 1600 E. Columbus Ave. TN# 886-5207 (which is dead) and 886-5224 which needs power for the set display.			
Labor	3	64.31	192.93
Work Order #07-601 - Work Performed 11/14/07			
Move #750-2093 to a new location in the Shine office of Elder Affairs.			
Labor	2	64.31	128.62
Work Order #07-604 - Work Performed 11/16/07			
Extend 2 stations from demarc in City Hall to Housing Dept. TN's 886-5019 & 886-5020			
Labor	3	64.31	192.93
Work Order #07-605 - Work Performed 11/9/07			
Locate 787-7765 and 787-7824 at demard. Verify dial tone, tone new location for Sophie. Crosswire to new riser pairs, tone workstation for Dushanth back to demarc. Verify dialtone and install phones.			
Labor	2	64.31	128.62
Work Order #07-606 - Work Performed 11/9/07			
Check 787-6291 at demarc-good-trace riser pairs to user location-recrosswire-dial tone restored			
Labor	2	64.31	128.62
Work Order #07-607 - Work Performed 11/16/07			
Locate 787-6619 @ demarc. Tone new locatin back to demarc-move xwire-move phone-verify dial tone.			
Labor	2	64.31	128.62
Work Order #07-613 - Work Performed 11/14/07			
Go to fire dept hdqtr-locate 750-2466-replace phone & test lines and features			



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Total	

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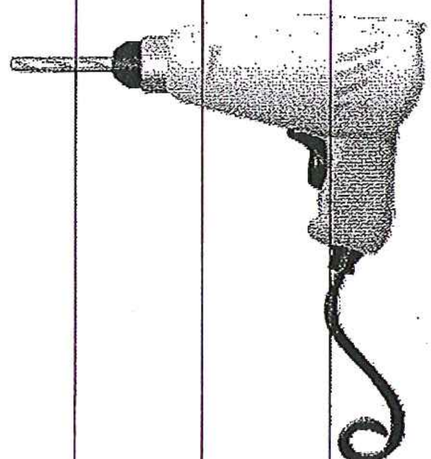
Invoice

Date	12/12/2007
Invoice #	5031
PO #	
Terms	30 Days
Due Date	1/11/2008
Project	07-536 SCH-CH-MJK HEA...

Bill To

Springfield City Hall
MIS Department
36 Court street
Springfield, Mass 01103

Description	Qty	Rate	Amount
Labor Work Order #07-633 - Work performed 11/20/07 Wire 2 analog lines 787-6486 & 787-6487 onto a new analog set location, existing jack.	2	64.31	128.62
Labor Work Order #07-634 - Work performed 11/20 & 11/27/07 Forest Park Ranger Station/Info Center to check alarm line 787-6451, claim line is dead	4	64.31	257.24
Labor Work Order #07-639 - Work performed 11/27/07 Extend TN# 787-6019 to a second office location within city hall.	6	64.31	385.86
Labor	4	64.31	257.24



Thank you for your business.

Total **$8,004.73**

Angelica Brothers
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VT Lic. EM-4802

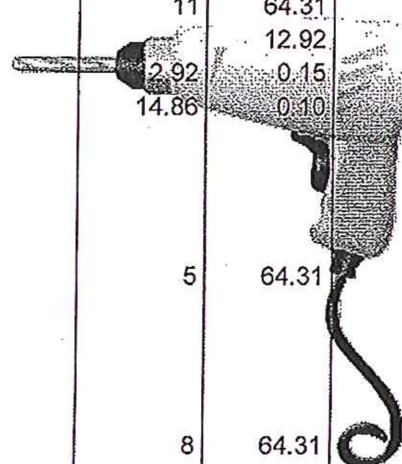
Invoice

Date	12/31/2007
Invoice #	5143
PO #	
Terms	30 Days
Due Date	1/30/2008
Project	07-564 sch-ch-mjk-tn8865...

Bill To

Springfield City Hall
MIS Department
36 Court street
Springfield, Mass 01103

Description	Qty	Rate	Amount
Work Order #07-564			
Work Performed 10/25/07			
sch-ch-mjk-tn #886-5224 plus 4 more			
Labor	6	64.31	**385.86**
Work Order #07-576			
Work performed 11/2/07			
SCH-HS-MJK-TN 787-6759 750-7020			
Labor	2	64.31	**128.62**
Work Order #07-579			
Work performed 10/31 & 11/6/07			
SCH-CH-MJK-LINE DEMO IN ROOM #310			
Labor	11	64.31	**707.41**
Material (wall plates 7 jacks)		12.92	**12.92**
15% Markup	12.92	0.15	**1.94**
10% Markup	14.86	0.10	**1.49**
Work Order #07-632			
Work performed 11/23/07			
Springfield City Hall SPFLD CITY HALL TESTING			
Labor	5	64.31	**321.55**
Work Order #07-658			
Work performed 11/30/07			
SCH-CH-MJK-taply street line moves			
Labor	8	64.31	**514.48**
Work order #07-659			



Thank you for your business.

Total	

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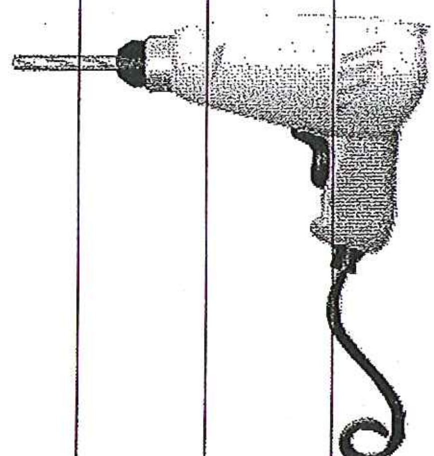
Invoice

Date	12/31/2007
Invoice #	5143
PO #	
Terms	30 Days
Due Date	1/30/2008
Project	07-564 sch-ch-mjk-tn8865...

Bill To

Springfield City Hall
MIS Department
36 Court street
Springfield, Mass 01103

Description	Qty	Rate	Amount
Work performed 11/29/07 SCH-CH-MJK-massreco line demo Labor	2	64.31	128.62



Thank you for your business.

Total	$2,202.89

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Holyoke Ma. 01040

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VT Lic. EM-4802

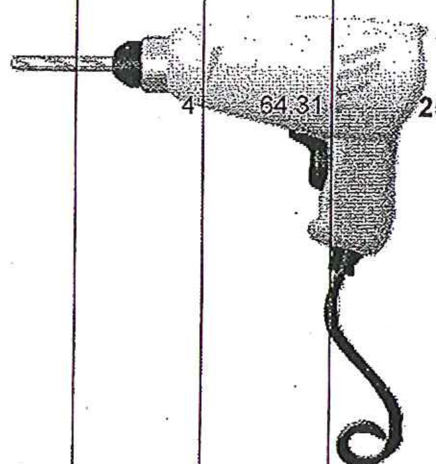
Invoice

Date	12/31/2007
Invoice #	5145
PO #	
Terms	30 Days
Due Date	1/30/2008
Project	07-666 SCH-CH-MJK-25 p...

Bill To

Springfield City Hall
MIS Department
36 Court street
Springfield, Mass 01103

Description	Qty	Rate	Amount
Work Order #07-666			
Work Performed 12/6-12/8/07			
SCH-CH-MJK-25 par run from ground floor to 3rd floor			
Labor	7	64.31	450.17
Material (Wire, Cable, Connectors, Jacks, Converter switches)		1,154.49	1,154.49
15% Markup	1,154.49	0.15	173.17
10% Markup	1,327.66	0.10	132.77
Work Order #07-692			
Work performed 12/12/07			
Install 2 phone at 1600 Columbus Avenue TN 750-2112, 886-5014			
Labor	2	64.31	128.62
Work Order #07-713			
Work performed 12/17/07			
SCH-CH-ANNEX TN# 787-2893/DATA			
Labor	4	64.31	257.24



Thank you for your business.

Total	$2,296.46

Angelica Brothers
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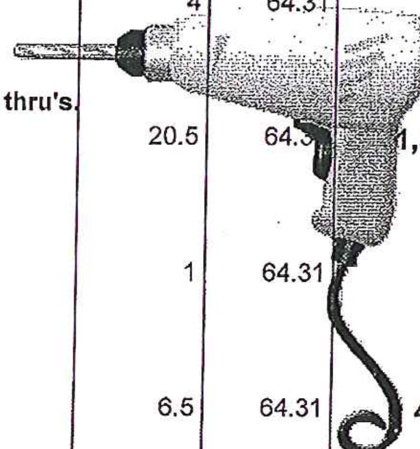
Invoice

Date	12/31/2007
Invoice #	5146
PO #	
Terms	30 Days
Due Date	1/30/2008
Project	07-555 SCH-CH-MJK-TN #...

Bill To

Springfield City Hall
MIS Department
36 Court street
Springfield, Mass 01103

Description	Qty	Rate	Amount
Work Order #07-555 Test tone back demarc in basement. Crosswired to STA thru ground floor-first floor-2nd floor. After one failed trip to location due to no access to demarc area. Labor	3	64.31	192.93
Work order #07-594 Test toned 9 different H.C. to find change p.r. to STA (bad wire). Ran nev wire Labor	3	64.31	192.93
Work order #07-608 Test toned-visual check for TN to demarc. Toned tested MDF to IDF to demarc to open up PR's. Labor	4	64.31	257.24
Work order #07-645 Move 12 full department around @ city hall. H.C. system test tone thru's. Labor	20.5	64.3	1,318.36
Work order #07-683 Test tone thru H.C. system- crosswire Labor	1	64.31	64.31
Work order #07-684 Tone building wire thru STA to demarc Labor	6.5	64.31	418.02
Work order #07-687 Cross wiring change			



Thank you for your business.

Total	

Angelica Brothers
Electrical Contracting, Inc.
Holyoke, Massachusetts
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724 Main Street
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Invoice

Date	12/31/2007
Invoice #	5146
PO #	
Terms	30 Days
Due Date	1/30/2008
Project	07-555 SCH-CH-MJK-TN #...

Bill To

Springfield City Hall
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36 Court street
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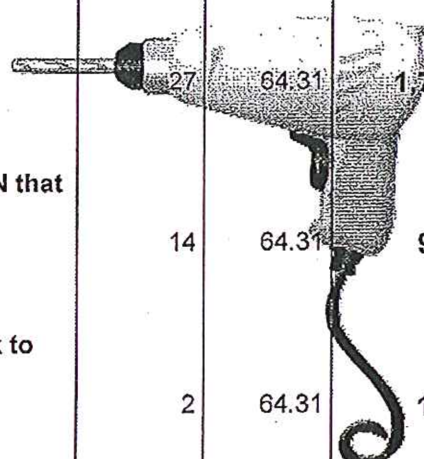
Description	Qty	Rate	Amount
Labor	2	64.31	128.62
Work order #07-718 Test tone TN form demarc in admin buildinig to conference center. Job wa broke into two days. Line wire was not ready @ admin building due t new H.C. was being demolished.			
Labor	2	64.31	128.62
Work order #07-719 Test tone. STA wire-Sta to demarc in basement. Line was dead at demarc. Tested telphone line with another phone.			
Labor	2	64.31	128.62
Work order #07-722 Run 25 par CAT-3 cable thru vertical chase. MDF ground floor to basement and up to the 4th floor IDF. 4 men needed.			
Labor	27	64.31	1,736.37
Work order #07-723 Back charge verizon for all missed runs to Tapley Street for line TN that wasn't there when they said it was.			
Labor	14	64.31	900.34
Work order #07-724 Test tone back to MDF (demarc) ground floor and resent tone back to different STA location			
Labor	2	64.31	128.62
Work order #07-725 Tone back to MDF crosswire			



Thank you for your business.

Total	

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Invoice

Date	12/31/2007
Invoice #	5146
PO #	
Terms	30 Days
Due Date	1/30/2008
Project	07-555 SCH-CH-MJK-TN #...

Bill To

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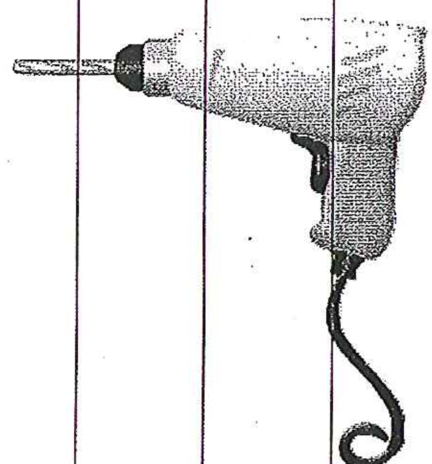
Description	Qty	Rate	Amount
Labor	2	64.31	**128.62**



Thank you for your business.

Total	**$5,723.60**

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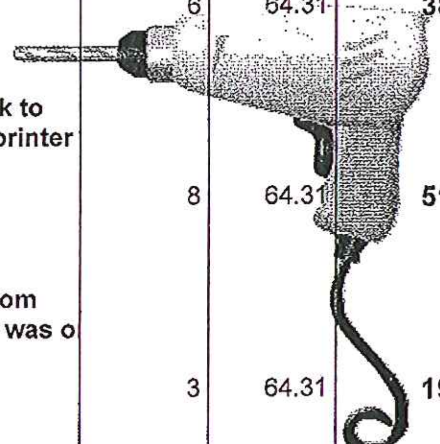
Invoice

Date	1/18/2008
Invoice #	5147
PO #	
Terms	30 Days
Due Date	2/17/2008
Project	08-033 SCH-CH-MJK TN 8...

Bill To

Springfield City Hall
MIS Department
36 Court street
Springfield, Mass 01103

Description	Qty	Rate	Amount
Work order 308-027 Research phone equipment @ location. Look for auto dialer & look up info in the system for future work on it. Labor	5	64.31	321.55
Work Order #08-033/08-034 Cross wire TN #886-5043 MDF to 4th floor. IDF #1 to STA (new STA wire Telch punchdown's single) Cross wire TN 886-5023 MDF to 4th floor IDF #1 to STA (new STA Telco punchdown's (double 2 jacks) Labor	2	64.31	128.62
Work order #08-035 Install new lines voice/data for new location in planning department. Labor	6	64.31	385.86
Work order #08-042 1/7/08 - clean up & rewire STA final spare wire ends to demarc back to IDF. 2nd man needed to get supplies & parts. Also setup a PC & printer station for her. 1/9/08 - change out P Phone & power cords Labor	8	64.31	514.48
Work Order #08-043 Tested & toned out TN thru building STA to MDF line, bad noise from Dmarc forward to CO (street). Verizon problem. 2nd man needed, was o tone side. Labor	3	64.31	192.93
Work order #08-044 Tested & toned thru 3 building to find break in cable			



Thank you for your business.

Total	

Angelica Brothers
Electrical Contracting, Inc.
Holyoke, Massachusetts
www.ab-ec.net

724 Main Street
Holyoke Ma. 01040

MA Lic. A16562
CT Lic. ELC.163270-E2
VT Lic. EM-4802

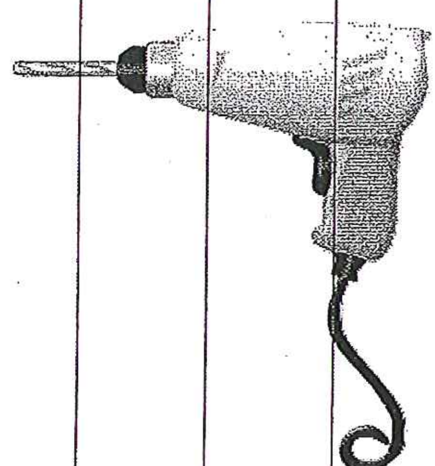
Invoice

Date	1/18/2008
Invoice #	5147
P.O. #	
Terms	30 Days
Due Date	2/17/2008
Project	08-033 SCH-CH-MJK TN 8...

Bill To

Springfield City Hall
MIS Department
36 Court street
Springfield, Mass 01103

Description	Qty	Rate	Amount
Labor	2	64.31	128.62
Work order #08-045			
Clean out PR's to 3rd floor. Test & tone and work on TN #7892, 2nd floor Swap TN's after installing TN 886-5008 PR from ground floor and install a new data line to the location			
Labor	8	64.31	514.48
Work order #08-047			
Greenleaf fax setup & data network			
Labor	5	64.31	321.55



Thank you for your business.

Total	$2,508.09

Angelica Brothers
Electrical Contracting, Inc.
Holyoke, Massachusetts
www.ab-ec.net

724 Main Street
Holyoke Ma. 01040

MA Lic. A16562
CT Lic. ELC.163270-E2
VT Lic. EM-4802

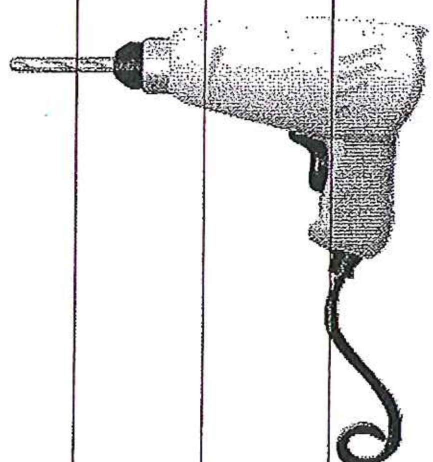
Invoice

Date	12/31/2007
Invoice #	5152
PO #	
Terms	30 Days
Due Date	1/30/2008
Project	07-603 City Hall 4th floor ...

Bill To

Springfield City Hall
MIS Department
36 Court street
Springfield, Mass 01103

Description	Qty	Rate	Amount
Work Order #07-603			
City Hall 4th floor computer Room-2 dedicated circuits			
Labor	8	64.31	**514.48**
Material (wiring, connectors)		115.74	**115.74**
15% Markup	115.74	0.15	**17.36**
10% Markup	133.1	0.10	**13.31**



Thank you for your business.

Total	**$660.89**

Angelica Brothers
Electrical Contracting, Inc.
Holyoke, Massachusetts
www.ab-ec.net

724 Main Street
Holyoke Ma. 01040

MA Lic. A16562
CT Lic. ELC.163270-E2
VT Lic. EM-4802

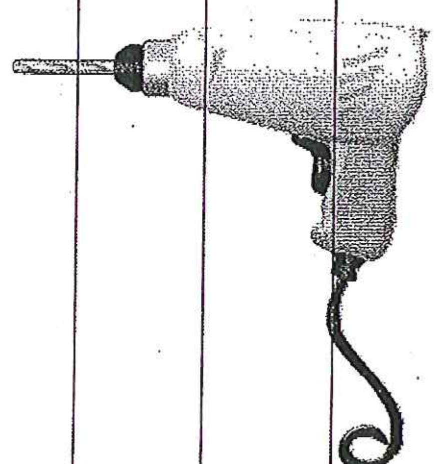
Invoice

Date	12/31/2007
Invoice #	5159
PO #	
Terms	30 Days
Due Date	1/30/2008
Project	07-691 SCH-CH-MJK-TN 7...

Bill To

Springfield City Hall
MIS Department
36 Court street
Springfield, Mass 01103

Description	Qty	Rate	Amount
Work Order #07-691 SCH-CH-MJK-TN 787-6180 & 787-6930 Work performed 12/12/07 Labor	2	64.31	128.62



Thank you for your business.

Total	$128.62

Angelica Brothers
Electrical Contracting, Inc.
Holyoke, Massachusetts
www.ab-ec.net

724 Main Street
Holyoke Ma. 01040

MA Lic. A16562
CT Lic. ELC.163270-E2
VT Lic. EM-4802

Invoice

Date	10/21/2008
Invoice #	5732
PO #	905585-000
Terms	30 Days
Due Date	11/20/2008
Project	08-485 Green Leafe Com...

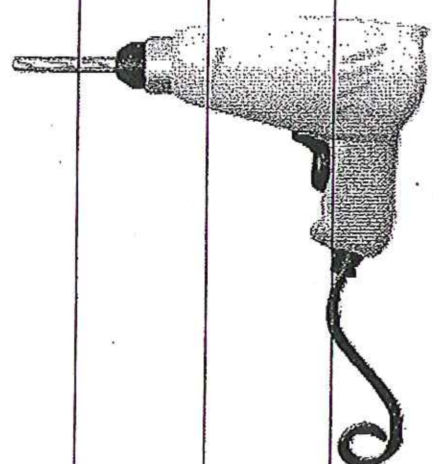
Bill To

Springfield Parks & Recreation
Administration Building
200 Trafton Road
Springfield, MA 01108

FY09

PARK Dept

Description	Qty	Rate	Amount
Greenleaf Park Community Building Testing			
Pull Stations	5	5.91	29.55
Annunciator	1	11.82	11.82
Smoke detector	5	11.82	59.10
Horn/Strobes	7	5.91	41.37
Heat Detector	6	11.82	70.92
Strobes	3	5.91	17.73
Special Control	2	11.82	23.64
Batteries	2	11.82	23.64
Control Panel	1	11.82	11.82
Fan Shutdown	4	35.46	141.84
Duct Detectors	1	35.46	35.46



Thank you for your business.

Total	$466.89

Angelica Brothers
Electrical Contracting, Inc.
Holyoke, Massachusetts
www.ab-ec.net

724 Main Street
Holyoke Ma. 01040

MA Lic. A16562
CT Lic. ELC.163270-E2
VT Lic. EM-4802

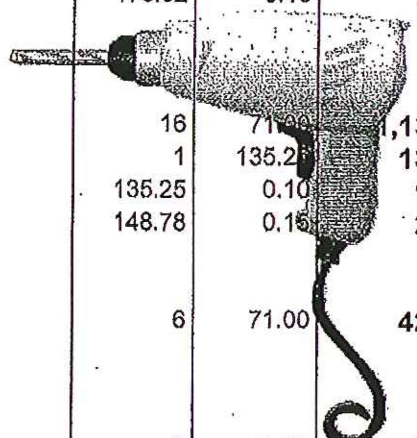
Invoice

Date	5/24/2009
Invoice #	6147
PO #	
Terms	30 Days
Due Date	6/23/2009
Project	09-187 City of spfld Parks...

Bill To

City of Springfield
Park Department
200 Trafton Road
Springfield, MA 01108

Description	Qty	Rate	Amount
09-187 Admin Building trouble shooted copier line and installed new line			
Labor	8	71.00	568.00
Material	1	19.00	19.00
10% Markup	19	0.10	1.90
15% Markup	20.9	0.15	3.14
08-598 DPW garage Extend TN 787-6262 to foreman office in the garage installed 25 pair cable with raceway down wall.			
Labor	33.5	71.00	2,378.50
Material	1	162.65	162.65
10% Markup	162.65	0.10	16.27
15% Markup	178.52	0.15	26.78
Installed conduit for 25 pair to foreman office In DPW garage			
Labor	16	71.00	1,136.00
Material	1	135.25	135.25
10% Markup	135.25	0.10	13.53
15% Markup	148.78	0.15	22.32
Returned to corrected existing crosswire			
Labor	6	71.00	426.00
09-181 Extended Tn# 787-6216 at 1600 East Columbus Ave.			
Labor	1	71.00	71.00



Thank you for your business.

Total	

Angelica Brothers
Electrical Contracting, Inc.
Holyoke, Massachusetts
www.ab-ec.net

724 Main Street
Holyoke Ma. 01040

MA Lic. A16562
CT Lic. ELC.163270-E2
VT Lic. EM-4802

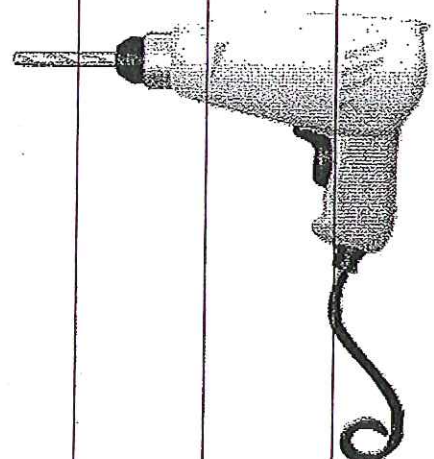
Invoice

Date	7/2/2009
Invoice #	6232
PO #	
Terms	30 Days
Due Date	8/1/2009
Project	09-233 Martin J Kelly Fire...

Bill To

Springfield City Hall
MIS Department
36 Court Street
Springfield, MA 01103

Description	Qty	Rate	Amount
Fire Station at 33 Eastern Avenue Extend TN 787-6428 to F-2 Hallway Location Work Order # 2460 labor on 6/29/09	4.5	71.00	319.50



Thank you for your business.

Total	$319.50

City of Springfield

SCHEDULED

Meeting: 04/08/13 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2114

Parks Terrace Program Budget Transfer - $195,453 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2012 and ending June 30, 2013 (FY'13), pursuant to Mass. Gen. Laws Ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Acting Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer FY13 operating budget funding from Facilities Salaries ($25,910.90) and Parks Salaries ($169,542.10) to Parks OTPS ($105,453.00) and Parks Capital ($90,000.00); and

WHEREAS, the Parks Department intends to enter into a contract with the Hampden County Sheriff's Department for the care and maintenance of various park land and terraces throughout the City; and

WHEREAS, the funding will be used toward the purchase of supplies, equipment, and professional services contracts and allocated to various line items per the attached spreadsheet; and

WHEREAS, the Facilities Department - Patrick Sullivan, whose Department is in control of the appropriation from which the transfer is proposed to be made, has approved this transfer; and

WHEREAS, after reviewing this order, the Acting Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the transfer, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer FY13 operating budget funding from Facilities Salaries ($25,910.90) and Parks Salaries ($169,542.10) to Parks OTPS ($105,453.00) and Parks Capital ($90,000.00) in order to a contract with the Hampden County Sheriff's Department for the care and maintenance of various park land and terraces throughout the City.

From:	**Facilities Salaries & Wages**	**$ 25,910.90**
	Parks Salaries & Wages	**$ 168,542.10**
		$ 195,453.00
To:	**Parks OTPS**	**$ 105,543.00**
	Parks Capital	**$ 90,000.00**

$ 195,453.00

FINANCIAL IMPACT:

195,453.00

PARKS, BUILDINGS, AND RECREATION MANAGEMENT
FY13 Financial Transfer - TERRACE MAINTENANCE TRANSFER

From:			$	To:			$
01190250	501000	BUILDING SERVICES	12,000.00	01651800	580700	VEHICLE PURCHASE	90,000.00
01190450	506000	FAC-MECHANICAL	3,896.30	01651800	530105	PROFESSIONAL SERVICES - SHERRIF'S CONTRACT	26,660.00
01190550	506000	FAC-STRUCTURAL	4,719.30	01651800	551700	OTHER SUPPLES	30,033.00
01190650	506000	FAC-ELECTRICAL	5,295.30	01651800	544900	PREVENTATIVE MAINTENANCE	1,000.00
016300	504000	RECREATION	77,000.00	01651800	548400	GAS	4,000.00
016301	501000	RECREATION	18,000.00	01651800	529300	LANDSCAPE SERVICES- SPRING CLEAN UP	28,545.00
016330	506000	FORESTRY	1,000.00	01651800	529300	LANDSCAPE SERVICES - MOW	15,215.00
016500	503000	ADMIN	25,467.00				
016510	501000	MAINTENANCE	5,000.00				
01631012	508000	CYR ARENA	5,000.00				
01631013	505000	CYR ARENA	1,000.00				
01634520	503000	VETERANS	5,000.00				
01635510	503000	FRANCONIA	15,000.00				
01651100	501000	ATHLETIC FIELDS	13,000.00				
01651900	501000	HORTICULTURE	4,075.10				
		Total	195,453.00			Total	195,453.00

EXPENDITURES - 2 TERRACE CREWS

Full outfit 2 TERRACE CREWS	Estimated Expenditure
(6) 48" walk behind mowers	$17,768.00
(6) grass catchers (steel)	$1,560.00
(4) 20"-22" walk behind mower with bag	$2,348.00
(4) string trimmers	$1,080.00
(4) hand blowers	$800.00
(2) trailers with side gate	$5,667.00
(6) barrels per crew	$400.00
(6) rakes	$180.00
(6) paper picks or grabbers	$180.00
(2) 5lb spools of string for trimmers	$50.00
Purchase - 2 crew cab dump trucks	90,000.00
Preventative Maintenance Supplies	1,000.00
Gas\Diesel	4,000.00
Professional Service Contract - Sheriff's Department	26,660.00
(1) Spring Clean-up	28,545.00
(1) Spring Mowing	15,215.00
TOTAL	**$195,453.00**

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance

To: Springfield City Council

From: Timothy J. Plante, Acting Chief Administrative & Financial Officer

Date: April 8, 2013

Re: Order for Council Meeting – 4/8/2013

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the April 8, 2013 Council meeting which authorizes a transfer of funds in the FY13 Operating Budget between the Parks and Facilities Departments.

Background: Springfield Parks Department has proposed to enter into a professional services contract with the Hampden County Sheriff's Department in order to provide two (2) crews for the care and maintenance of various terraces and park land throughout the City. The initial cost for this contract, in FY13, will be $195,453. This transfer includes $70,420 in professional services (i.e. supervision& transportation) from the Sheriff's Department and $125,033 in supplies and equipment (two vehicles, two trailers, mowers, trimmers, barrels, rakes, etc.).

This is a creative solution that will help to keep the City's terraces and parks maintained. It will also allow the ten (10) parks that were closed due to FY13 budget cuts to be re-opened. No decisions regarding the FY14 budget, however, this program remains subject to appropriation. If funded, the annual cost will be approximately $153,000. By contrast, the City's contract with its current vendor is budgeted at $313,606 on an annual basis. This new program will provide approximately $160,000 in recurring savings while maintaining the current level of service to the City's residents.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Acting Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

City of Springfield

SCHEDULED

Meeting: 04/08/13 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2107

Bill of Prior Year - Fire Dept - $434.47 (Mayor Sarno)

WHEREAS, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council that the Springfield Fire Department, as listed on the attached Schedule One, may pay bills from a previous fiscal year totaling $434.47; and

WHEREAS, the department listed on Schedule One will make payment for unpaid bills of a previous fiscal year from their FY13 General Fund Operating Budget; and;

WHEREAS, the Acting Chief Administrative and Financial Officer has provided a written certification to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the payments, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008;

NOW THEREFORE BE IT ORDERED, that the City Council approves the payment of the bills listed on the attached Schedule One from the FY13 General Fund Departmental Operating Budgets for the expenses incurred in a previous fiscal year.

Checks Summary

Based on the information you provided on your closeout report, listed below are funds which need to be returned. Use the link under the action column to enter/update the details of the check to be returned. To modify the amount, use the *Go Back* button below and update you closeout report.

Based on the information you provided in the Request Details Information section of the final closeout report, and/or the AFG Program Office's review of your actual reported expenditures, you will be required to return funds. If you have any questions concerning this new amount due back to FEMA, please call the AFG Help Desk at 866-274-0960.

NB: If you have both interest and excess funds to be returned, 2 separate checks are required.

Unused Funds

Check Number	Purpose	Amount	Check Date	Check Print Status	Action
	Unused Funds	$434.47			Create/Update
Total		$434.47			

3/13/13

Interest Earned

Check Number
Total

* 2009 FEMA GRANT CLOSE-OUT

Click the link to enter the

* Working w/ Chris Kulis — Finance Office.

We need to initiate a payment from here, SFD. Then I will add Check #, DATE and submit report. Mary S.

Go Back

FEMA (Fed. Emergency Management Agency)
P.O. Box 530217
Atlanta, GA. 30353-0217

*(on Check)

* Add Grant # EMW-2009-FO-03387
REFUND of Surplus Funds

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration and Finance

To: Springfield City Council

From: Timothy J. Plante, Acting Chief Administrative & Financial Officer

Date: April 8, 2013

Re: Order for Council Meeting – 4/8/2013

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the April 8, 2013 Council meeting which authorizes the Springfield Fire Department to pay a bill of prior year from the FY13 Operating Budget.

Background: The SFD was awarded a grant from FEMA in the amount of $167,526 through the Assistance to Firefighters Grant (AFG) Program for the purpose of upgrading the Department's handheld radios. FEMA awarded the City $134,021 (80%) and the SFD budgeted the 20% match ($33,505) in their FY10 General Fund appropriation.

The final cost of the project was $167,091.53, with a balance of $434.47 due back to FEMA.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Acting Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

Springfield Fire Department - Headquarters
605 Worthington Street
Springfield, MA 01105-1112
413-750-2444 (office) / 413-787-6411 (Main)
413-787-6432 (FAX)

Joseph A. Conant
Commissioner

To whom it may concern:

The Springfield Fire Department is requesting permission from the City Council to pay a bill of prior year in the amount of $434.47 from its current year operating budget.

The SFD was awarded a grant from FEMA in the amount of $167,526 through the Assistance to Firefighters Grant (AFG) Program for the purpose of upgrading the Department's handheld radios. FEMA awarded the City $134,021 (80%) and the SFD budgeted the 20% match ($33,505) in their FY10 General Fund appropriation.

The final cost of the project was $167,091.53.

Due to a delay by FEMA in releasing the online close-out module, the SFD was not able to issue this refund to FEMA in a timelier manner.

Please let me know if you have any questions or concerns regarding this request.

Thank you.

Joseph A. Conant

Joseph A. Conant
Commissioner

Schedule One
Bills of Prior Year
April 8, 2013

Department	Invoice #	Vendor	Date	Amount
Fire Department	n/a	FEMA AFG Grant Program	4/8/2013	$ 434.47
Total				**$ 434.47**

City of Springfield

SCHEDULED

Meeting: 04/08/13 07:00 PM
Initiator: Tracye Whitfield
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2109

HHS COWNT GRANT ACCEPTANCE - $10,000.00 No Match (Mayor Sarno)

WHEREAS, the Department of Health and Human Services ("Department"), Pioneer Valley AHEC Program has been awarded a Mini-Grant of $10,000.00 from the University of Massachusetts, Amherst, (hereinafter called "University"), an agency of the Commonwealth of Massachusetts for Department's "Community Outreach Network and Coalition Training (hereinafter called "COWNT); and

WHEREAS, the grants purpose is to provide training, evaluations and distribution of the Western MA Public Health Training Center Questionnaire within COWNT constituents which in the Hampden, Hampshire, and Franklin County Region; and

WHEREAS, the Department intends to use the grant funds to meet the goals of the COWNT Collaborative; and

WHEREAS, the Department has accepted the grant and requests authorization form the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Acting Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

COWNT GRANT - $10,000.00

UNIVERSITY OF MASSACHUSETTS
CONTRACT FOR SERVICES
TERMS AND CONDITIONS

(P.O. No.) ____________

(Bid No.) ____________

This agreement is made, entered into, and effective on 11-29-2012 by and between the University of Massachusetts Amherst, (hereinafter called "**University**"), an agency of the Commonwealth of Massachusetts and

Community Outreach Network and Coalition Training (COWNT) Collaborative,City of Springfield, MA/PV AH,

(Contractor's legal name and address)

(hereinafter called the "Contractor" and collectively the "Parties").

This agreement (the "Contract") is comprised of the following documents, listed in the order of precedence: (1) this **Contract for Services Terms and Conditions**; (2) any **Contract Amendments**, as identified in Section 2, below; and (3) any attached **Scope of Services** as identified in Section 1, below, including any addenda thereto. The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

1. **Scope of Services.** The Contractor agrees to perform the following services:

   See Attached

   or if applicable, those services described in the Attachment[s] attached hereto. Any Attachment attached hereto is made a part of this Contract and must be specifically labeled (e.g. "Attachment A, Scope of Services, consisting of '*n*' pages"). Only the Scope of Services specifically referenced in this Contract and signed by the Parties' authorized representatives shall apply.

2. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

   ____.

   All amendments attached hereto must be specifically labeled (e.g. "Attachment B, Amendment No. 1, consisting of '*n*' pages").

3. **Dates of Performance:** From: 11-30-2012 **(Start Date)** To: 08-31-2013. **(Completion Date)**

4. **Responsible University Official:** The University Official exercising managerial and budgetary control for this Contract shall be:

   Daniel Gerber, Associate Dean, SPHHS

   (Name and Title)

5. **Payment:**

   A. The University shall compensate the Contractor for the services rendered at the rate of $10,000.00 per Project (*e.g.*, hour, week, semester, project, *etc.*).

   B. In no event shall the Contractor be reimbursed for time other than that actually spent providing the described service(s).

   C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly ☐, Quarterly ☐, Other ☒ (specify) 9,000.00 upon invoic. $1,000.00 at time of interim report 6/.

   D. Reimbursement for Travel and Other Contractor Expenses:

   ☒ All travel and meals are part of this Contract. No reimbursement will be made.

   ☐ Contractor will be reimbursed for pre-approved travel in an amount not to exceed $ ____________. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

   ☐ Contractor will be reimbursed for OTHER expenses in an amount not to exceed $____________.

   OTHER Expenses shall be limited to: ____________. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

   E. The total of all payments made against this Contract shall not exceed $10,000.00.

F. The University's payment terms are net thirty (30) days from the date of receipt of Contractor's invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass. Gen. Laws ch 29 § 29C and with Commonwealth regulation 815 C.M.R. 4.00.

6. **Certification.** Contractor certifies under the pains and penalties of perjury that pursuant to Mass .Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch.152 and payment of wages, Mass. Gen. Laws ch. 149, § 148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

7. **Conflict of Interest.** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

8. **Compliance With Laws.** Contractor agrees to comply with all applicable local, state, and federal laws, regulations and ordinances in the performance of its obligations under this Contract.

9. **Independent Contractor Status.** The Contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.

10. **Contractor's Qualifications and Performance.** In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.

11. **Termination:**

A. **Without Cause.** This Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.

B. **With Cause.** If Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Contract, the University may terminate this Contract by giving written notice to the Contractor stating the circumstances of the breach at least seven (7) calendar days before the effective date of termination stated in the notice. Notwithstanding the foregoing, the notice of termination provided by the University may state a period during which the alleged breach may be cured by the Contractor, which cure shall be subject to approval by the University. In the event of a breach by Contractor, Contractor may be subject to any and all applicable contract rights and remedies available to the University. Applicable statutory or regulatory penalties may also be imposed.

12. **Obligations in Event of Termination:**

A. Upon termination of this Contract, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the University.

B. Upon termination of this Contract without cause, the University shall promptly pay the Contractor for all services performed to the effective date of termination, subject to offset of sums due the Contractor against sums owed by the Contractor to the University, and provided Contractor is not in default of this Contract and Contractor submits to the University a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) calendar days after the effective date of termination.

13. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any), the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

14. **Political Activity Prohibited.** The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office.

15. **Title, Ownership.** Unless provided otherwise by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with University funds shall vest with the University at the termination of the Contract. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

16. **Confidentiality/Privacy.** The Contractor shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. In addition, in the performance of this Contract, the Contractor may acquire or have access to "personal data" and become a "holder" of such personal data (as defined in Mass. Gen. Laws ch. 66A) or personal information (as defined in Mass. Gen. Laws ch. 93H). Personal data and personal information shall be deemed to be "Personal Information." Contractor shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored, or maintained by University and provided to or accessed by Contractor in the performance of services irrespective of the medium in which it is held. The Contractor agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality and privacy.

17. **Assignment and Delegation.** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the University, nor shall the Contractor subcontract any service without the prior written approval of the University. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.

18. **Nondiscrimination in Employment.** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation. The Contractor agrees to comply with all applicable Federal and State employment statutes, rules and regulations

19. **Severability.** If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

20. **Choice of Law.** This Contract is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.

21. **Forum Selection.** The Parties agree to bring any action arising out of or relating to this Contract or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Contractor expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the Commonwealth or the University arising out of or relating to this Contract or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

22. **Force Majeure.** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

23. **Indemnification of University.** The Contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys' and experts' fees) arising out of or resulting from the performance of the services performed by the Contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting therefrom and caused in whole or in part by any intentional or negligent acts or omissions of the Contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the Contractor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.

24. **Risk of Loss.** The Contractor shall bear the risk of loss of any Contractor materials used for a Contract and for all deliverables and work in process.

25. **Tax Exempt Status.** The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

26. **Waivers.** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

27. **Amendments.** This Contract may be amended only by written agreement of the Parties, executed by the Parties' authorized representatives and in compliance with all other regulations and requirements of law.

28. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

29. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

To the University: Daniel Gerber
School of Public Health and Health Sciences
Arnold House, gerber@schoolph.umass.edu, 413-545-1003

To the Contractor: Community Outreach Network and Coalition Training (COWNT) Collaborative
City of Springfield, MA/PV AHEC,
95 State St, Suite 201, Springfield, MA 01103

Employees of the University shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized University official.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date first above written.

UNIVERSITY OF MASSACHUSETTS AMHERST

Sig: [signature]

Name: Daniel Gerber

Title: Associate Dean, SPHHS
(Authorized University Official)

Sig:

Name:

Title:

Sig:

Name:

Title:

CONTRACTOR

_________________ (Name)

City of Springfield, MA/PV AHEC

Sig: [signature]

Name: Helen R. Caulton-Harris

Title:

Attachment: COWNTAWARD10000 (2109 : HHS COWNT GRANT - $10,000.00 No Match)

November 16th, 2012

Community Outreach Network and Coalition Training (COWNT) Collaborative Project:

1. Quarterly Meetings will be expanded to include additional communities in the Hamden, Hampshire, Franklin County Region
2. 4 Different Trainings will be provided
3. Training evaluations will be completed
4. Western MA Public Health Training Center Questionnaire will be distributed to COWNT constituents.

Start Date: November 30th, 2012
End Date: August 31, 2013

Total Amount $ 10,000.00

Funds to be distributed: 9,000.00 to be distributed upon invoice
The remaining 1,000.00 to be distributed at the time of the interim report June 2012.

City of Springfield

SCHEDULED

Meeting: 04/08/13 07:00 PM
Initiator: Tracye Whitfield
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2110 A

HHS MRC GRANT ACCEPTANCE- No Match Required $4,000.00 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services ("Department"), has been awarded a Grant of $4,000.00 from the National Association of County and City Health Officials, (hereinafter called "NACCHO"), for the Department's "Medical Reserve Corps., (hereinafter called "MRC"); and

WHEREAS, the grants purpose is to assist local agency such as the Department to build the capacity of local MRC units; and

WHEREAS, the Department intends to use the grant funds to assist in the building the capacity of its t MRC unit; and

WHEREAS, the Department has accepted the grant and requests authorization form the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

MRC GRANT - $4,000.00

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

RECEIVED
FEB 06 2013
By

CONTRACT # MRC 13 - 1110

This Agreement is entered into, effective as of the date of the later signature indicated below (the "Effective Date"), by and between the **National Association of County and City Health Officials** ("NACCHO"), with its principal place of business at 1100 17th St., N.W., 7th Floor, Washington, DC 20036, and **City of Springfield** ~~**Massachusetts**~~ Department of Health & Human Services AG ("Organization"), with its principal place of business at **95 State Street, Room 201, Springfield, MA 01103**

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services (Grant Number: 5MRCSG101005-03, CFDA Number: 93.008) (the "Grant") to build the capacity of local Medical Reserve Corps ("MRC") units;

WHEREAS, pursuant to the terms of the Grant, NACCHO has agreed, among other things, to provide support to MRC units and to encourage these units to provide certain information to the Office of the Surgeon General's Division of the Civilian Volunteer Medical Reserve Corps ("OSG/DCVMRC");

WHEREAS, Organization either houses or is itself an MRC unit that is registered in good standing with the OSG/DCVMRC;

MAR 11 2013

WHEREAS, pursuant to the terms of the Grant, NACCHO desires to provide funding to Organization in exchange for Organization agreeing, among other things, to undertake the activities indicated in their capacity building application or oversee such activities and to provide certain information to the OSG/DCVMRC.

NOW, THEREFORE, NACCHO and Organization, intending to be legally bound, in consideration of the promises and mutual covenants and obligations contained herein, hereby agree as follows:

1. <u>ORGANIZATION'S OBLIGATIONS</u>: In consideration for the payment described in Section 3, below, Organization agrees, during the Term of this Agreement, to be an MRC Unit in Good

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1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
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Standing by meeting the following criteria below. If Organization houses an MRC Unit, Organization will ensure that the unit is an MRC Unit in Good Standing by meeting the following criteria below.

a. Have 501c(3) or comparable status or be housed in an organization capable of and willing to receive federal funds on its behalf;
b. Monitors and provide updates to the MRC Unit's profile on the MRC web site no less often than once every three months;
c. Provides the OSG/DCVMRC with regular updates of programs and plans;
d. Actively works towards National Incident Management System ("NIMS") compliance;
e. Agrees to participate in MRC Unit Technical Assistance assessments;
f. Utilizes capacity building award funds for approved purposes, and as indicated in their capacity building award application;
g. Maintains Registered status with the OSG/DCVMRC; and
h. Agrees to participate in an evaluation and survey review by NACCHO

2. TERM OF AGREEMENT: The term of the Agreement shall be begin on January 5, 2013 and shall continue until July 31, 2013 (the "Term").

3. PAYMENT FOR SERVICES: In consideration for the agreements by Organization set forth in Section 1, above, NACCHO shall pay Organization **Four Thousand** Dollars ($4000.00). Payment will be made before the expiration of the Term of the Agreement.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

5. ASSIGNMENT: Organization may not assign this Agreement nor delegate any duties herein without the expressed written approval of NACCHO.

6. INTERFERING CONDITIONS: Organization shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Organization's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Organization of said duties and responsibilities under this Agreement.

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

7. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the consultant, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the consultant and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

8. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written.

9. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, that part, term or provision shall be restated to effectuate the parties' intentions, and the validity of the remaining portions or provisions shall not be affected.

10. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law rules).

11. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Organization's use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Organization's responsibility to understand and comply with all requirements set forth therein.

12. DEBARRED OR SUSPENDED ORGANIZATIONS: Pursuant to OMB Circular A-110, Organization certifies to the best of its knowledge that its is not presently and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."

13. AUDITING: Organization agrees to permit independent auditors to have access to its books, records and financial statements for the purpose of monitoring compliance with this contract.

14. NOTICE: All notices under this Agreement shall be in writing and shall be sent via facsimile and first class mail, postage prepaid, to the addresses below. Either party may update its address by providing written notice to the other party pursuant to the terms of this provision.

TO NACCHO:

National Association of County and City Health Officials

Attn: Moira Tsanga

1100 17th Street, N.W., 7th Floor

Washington, DC 20036

Tel. (202) 507-4272

Fax (202) 783-1583

Email: mtsanga@naccho.org

TO ORGANIZATION:

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

City of Springfield Massachusetts

Helen R. Caulton-Harris

Director

95 State Street, Room 201

Springfield, MA 01103

Tel. 413-787-6456

15. AUTHORITY TO BIND PARTY: Each party hereby represents and warrants that the person signing this Agreement on its behalf as the authority to bind such party.

NACCHO:

Authorized Signature:

By: John Mericsko

Name: John Mericsko

Title: Chief Financial Officer

Organization: National Association of County and City Health Officials

ORGANIZATION:

Authorized Signature:

By: Helen Caulton Harris

Name: Helen R. Caulton-Harris

Title: Director

Organization: City of Springfield Massachusetts

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

Address:	1100 17th Street, NW 7th Floor Washington, DC 20036	Address:	95 State Street, Room 201 Springfield, MA 01103
Phone:	202-783-2490	Phone:	413-787-6456
Fax:	202-783-1583	Fax:	413-787-6458
EIN:	52-1426663	EIN:	046-001-415
Date:	3/5/13	Date:	2/5/2013

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that **City of Springfield Massachusetts** has not been debarred or suspended pursuant to OMB Circular A-110 and will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689 "Debarment and Suspension."

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
[signature]	Director
ORGANIZATION	**DATE SIGNED**
Spfld. Dept. of Health/Human Services	2/5/2013

City of Springfield

SCHEDULED

Meeting: 04/08/13 07:00 PM
Initiator: Jennifer Winkler
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2112

Grant Acceptance - No Match Required $339,000 (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded a "Safe and Successful Youth Initiative Grant of $339,000.00 from the Executive Office of Health and Human Services; and

WHEREAS, the grant's purpose is to fund a multi-faceted strategy for reducing youth violence in the Commonwealth; and

WHEREAS, the Department intends to use the grant funds to implement a coordinated intervention strategy focused on "proven risk youth" identified as the highest risk individuals for being perpetrators or victims of shootings or stabbing violence; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

Safe and Successful Youth Initiative Grant $339,000

The Commonwealth of Massachusetts
Executive Office of Health and Human Services
One Ashburton Place, Room 1109
Boston, Massachusetts 02108

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

JOHN W. POLANOWICZ
Secretary

Tel: (617) 573-1600
Fax: (617) 573-1891
www.mass.gov/eohhs

March 11, 2013 (via email)

Mr. Brian Elliott
City of Springfield Police Department
130 Pearl Street
Springfield, MA 01105
belliott@springfieldpolice.net

Dear Mr. Elliott:

On behalf of the Executive Office of Health and Human Services, I am pleased to inform you that your city's proposal, submitted in response to the Request for Responses from Municipalities for Funding Pursuant to the Safe and Successful Youth Initiative issued by EOHHS on December 7, 2012, has been selected for funding, subject to successful contract negotiations and execution. Your city's award will be in the amount of **$339,000.**

We look forward to continuing to work with you on this important initiative, and will be in touch with you shortly to schedule a meeting to finalize the contracting process.

Sincerely,

Lisa D. Wong

Lisa D. Wong
Procurement Coordinator

City of Springfield

SCHEDULED

Meeting: 04/08/13 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2108

NFPA Multi-Language Fire Education Grant - $5,000 (Mayor Sarno)

WHEREAS, the Fire Department ("Department") has been awarded a grant in the amount of $5,000.00 from National Fire Protection Association; and

WHEREAS, the funds provided are intended to be used for the purpose of providing multi-language fire safety education to Springfield's growing Somali, Russian, Nepali, and Vietnamese, and Latino citizens as well as citizens aged 65-and-over; and

WHEREAS, the Department intends to use the grant funds for the purposes as requested by the donor; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed below for the purposes of such donation; and

WHEREAS, the Acting Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the donation funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

NFPA Multi-Language Fire Education Grant $ 5,000.00

National Fire Protection Association

1 Batterymarch Park, Quincy, MA 02169-7471
Phone: 617-770-3000 • Fax: 617-770-0700 • www.nfpa.org

February 21, 2013

Garrett Sullivan
City of Springfield Fire Department
605 Worthington St.
Springfield, MA 01105

Garrett:

I am pleased to inform you that the City of Springfield Fire Department has been selected by NFPA to receive the 2013 Rolf H. Jensen Memorial Public Education Grai This grant is presented annually to a local fire department to support a community-wid fire and life safety education program or campaign.

The selection committee was impressed with your "Multi-language Public Education F Safety Initiative" concentrating on Springfield's growing population of Somali, Russian Nepali, Vietnamese, and Latino immigrants and your plans to reach out to citizens ove the age of 65.

Your grant includes $5,000 to support your project, a commemorative plaque for display at yo fire department, and "Springfield Fire Department" inscribed on the permanent plaque of winners here at NFPA headquarters. In return, we expect to receive a final report on your project by December 31, 2013.

We will process your check shortly. Work will also begin on the plaques. If you have any questions, please feel free to contact Lisa Braxton, in the NFPA Public Education Division at 617-984-7274.

Congratulations and thank you for your effort to reduce the fire death and injury rate among tl residents in your community.

Sincerely,

E. Grant

Ernest Grant, Chair
Rolf H. Jensen Memorial Public Education Grant Committee

cc: Jill Glanz, Rolf H. Jensen Memorial Public Education Grant Committee
Ken Willette, Division Manager, Public Fire Protection, NFPA

NFPA

Check No. - 342999
Check Date - 03/25/13

Stub 1 of 1

INVOICE NUMBER	INVOICE DATE	COMMENTS	INVOICE AMOUNT	DISCOUNT	AMOUNT PAID
DR022813	022813	JENSEN MEM PUBLIC ED GRANT	5,000.00		5,000.00
			5,000.00		5,000.00

RCVD 03/29/13 12:33:1

NFPA
National Fire Protection Association
1 Batterymarch Park, Quincy, MA 02169-7471
Phone: 617-770-3000 • Fax: 617-770-0700 • www.nfpa.org.

CITIZENS BANK
Massachusetts
5-7017/2110

CHECK NO.
00342999

VENDOR NO.	DATE	AMOUNT
441957	03/25/13	$*****5,000.00

PAY
FIVE THOUSAND AND 00/100 **

TO THE ORDER OF

CITY OF SPRINGFIELD
605 WORTHINGTON STREET
SPRINGFIELD MA 01105

ONE SIGNATURE UP TO $10,000.00

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

⑈00342999⑈ ⑆211070175⑆ 1107839332⑈

Attachment: NFPA check copy (2108 : NFPA Multi-Language Fire Education Grant - $5,000)

City of Springfield

SCHEDULED

Meeting: 04/08/13 07:00 PM
Initiator: Tracye Whitfield
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2115

Police Transfer Within the Department $329,900 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2012 and ending June 30, 2013 (FY'13), pursuant to Mass. Gen. Laws ch. 44 , Section 33B, and Chapter 468 of the Acts of 2008, the Acting Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of $329,900 from the Police Department - Various Items to the Police Department - Various Items in order to fund the cost of conducting a police academy; and

WHEREAS, after reviewing this order, the Acting Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the transfer, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of $329,900 from the Police Department - Various Items to the Police Department - Various Items in order to fund cost of conducting a police academy and meet the expenses of the City of Springfield for Fiscal Year 2013.

From: First Response - Salaries and Wages

0100-20-210-2130-2131-0110-000000-0000000-501000 $150,000

To: Supply - Uniform/Clothing

0100-20-210-2110-2120-0110-000000-0000000-558200- $150,000

From: First Response - Salaries and Wages

0100-20-210-2130-2131-0110-000000-0000000-501000 $28,500

To: Academy Training - Weapons and Ammo

0100-20-210-2110-2111-0110-000000-0000000-558105 $28,500

From: First Response - Salaries and Wages

0100-20-210-2130-2131-0110-000000-0000000-501000 $37,200

To: First Response - Crime Prevention Supplies

0100-20-210-2130-2131-0110-000000-0000000-558100- $37,200

From: First Response - Salaries and Wages

0100-20-210-2130-2131-0110-000000-0000000-501000 $6,200

To: IT - Rep & Maintenance - Building

0100-20-210-2110-2114-0110-000000-0000000-524030 $6,200

From: First Response - Salaries and Wages

0100-20-210-2130-2131-0110-000000-0000000-501000 $23,000

To: Fleet - Rep & Maintenance - Vehicles

0100-20-210-2110-2114-0110-000000-0000000-524030 $23,000

From: First Response - Salaries and Wages

0100-20-210-2130-2131-0110-000000-0000000-501000 $85,000

To: IT - Rep & Maintenance - Building

0100-20-210-2110-2114-0110-000000-0000000-542300 $85,000

FINANCIAL IMPACT:

$329,900

City Council Meeting
April 8, 2013
Request to Transfer Personal Service (Salary) to OTPS
Springfield Police Department, Commissioner William J. Fitchet

The Springfield Police Department has identified the following equipment and technology listed herein as essential in the continued delivery of modern policing services.

Ideally, Other Than Personal Service (OTPS) funding within the Springfield Police Department budget would be the expected funding source as resources would allow. The reality is that the OTPS budget has been reduced to historic lows for the past 7 consecutive years.

The Springfield Police Department has identified every available grant opportunity to fill the equipment and technology deficit. We are at a point in time where grant opportunities continue to decrease. The Springfield Police Department is also preparing for the yet to be realized sequestration cuts at the federal level which will exacerbate the equipment and technology need situation.

Commissioner Fitchet, on behalf of the police department, seeks council approval to transfer funds from the personnel budget to the OTPS portion of the FY 2013 police budget. Prudent fiscal management, an increase in the average attrition rate and a lag in hiring have resulted in modest economies on the personnel side of the police budget.

Approving this request to transfer from to the OTPS portion of the current budget will begin to address equipment and technology deficits that have accumulated to date.

The following summarize the FY 2013 need:

Bullet Proof Vests:

In 2012, the SPD initiated an obsolete vest replacement schedule to ensure that all officers are wearing personal protection equipment that meets industry standards as well as covered under the manufacturer's warranty. Contractual -150 additional vests are needed, which includes a proposed recruit class of 22. - **$120,000**

Weapons and Ammunition:

Due to the sharp increase in gun related violence and calls for service involving a firearm, in 2011, the Massachusetts Criminal Justice Training Council (MCJTC) doubled the mandatory professional standards training certification requirements for duty weapons for all sworn personnel. Officers must qualify with their duty issued sidearm every 6 months or / twice per year. This mandate increased our ammunition requirements by 100% as well as budgeted line item requirements for ammunition.

New for 2013, the MCJTC has increased training certification standards for our tactical weapons (long guns) as well. This new mandate has increased our tactical ammunition needs by an additional 40%. The budgeted line item for ammunition does not include adequate funding to meet the increased training standards for sworn personnel.

Recruit training – The SPD received authorization to initiate training for 22 recruit officers. The 800 hour training program includes duty weapon certification. The current ammunition budget does not include resources to meet the unanticipated new certification standards as well as the training ammunition requirements for recruit officers.

Ammunition requirements include: .40 caliber, 12 gauge and .223 caliber ammunition.

Ammunition line item transfer request: **$40,000**

Gas and Diesel:

On average, monthly fuel charges are $60,000. This line item will require a transfer of **$20,000** to complete FY 2013

Uniforms:

Per contractual agreement, the SPD must purchase uniforms for all new recruits. The SPD is also obligated to adhere to the contractual agreement for sworn personnel which include duty coats. To maintain current replacement schedule will require a transfer of - **$83,400**

Professional Services:

Recruit class training - Funding is needed to pay for 400 hours of instructor training which includes Emergency Vehicle Obstacle Course (EVOC) certification - **$17,200**

Uniform Division First Responders:

AED devices and medical bags are needed for the 14 new cruisers and 6 replacement units. - **$54,000**

Locker Room:

Evidence storage is at critical mass status. A change in evidence collection which includes DNA evidence has created an evidence collection/storage/management problem. A stop-gap measure to address acute evidence storage needs involves the conversion of the former female locker room space to evidence storage space. This cost is estimated at **$6,200.**

K-9 Unit:

Currently, the SPD Canine Unit consists of 7 canines & handlers. The full compliment for this patrol specialty is 9 uniform canines. The purchase of 2 additional canines will elevate the unit to full compliment status / or up to 3 canines assigned to each shift. - **$20,000**

Fleet Maintenance:

The current fleet is comprised of approximately 213 vehicles. Of this amount, 198 vehicles or 93% of the fleet is over three (3) years old. Industry standards advise replacing vehicles when they have over 66,000 miles or are over 3 years old. The SPD has 15 vehicles that fall within this standard. A replacement schedule of 14 vehicles per year will decrease the total amount of vehicles that fall within the standard to 14. As the fleet ages, the cost for maintenance will continue to increase. The amount allocated to repair the fleet is not enough to meet the current needs. - **$23,000**

IT:

The Department is having difficulty keeping up with modern police technology. As more people provide evidence via video recording, the Department must have a way to collect and store this critical evidence. At this time, the SPD needs to increase its digital storage capacity as well as its ability to archiving data. The SPD is maintaining its own servers and networks. The Department is in need of funding for licenses for the members of the Department which includes email certificates. Additional needs that have not been included in the FY 2013 budget include a software system to track and maintain the K9 division. - **$85,000**

Vehicles:

As determined by a study conducted by the Finance Control Board, the recommended SPD vehicle replacement schedule of 30 vehicles per year would sufficiently meet current patrol and investigative needs. Vehicle replacement rates have been reduced by more than half of the recommended schedule since the dissolution of the Finance Control Board.

SPD has approval to purchase 13 new vehicles. The SPD is looking to purchase a 14^{th} vehicle using the balance of the allotted Capital funds. A **$15,000** transfer will provide the balance of funding necessary to purchase a 14^{th} vehicle in the current fiscal year..

The total amount for the request to transfer is $483,800.

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration and Finance

To: **Springfield City Council**

From: **Timothy J. Plante, Acting Chief Administrative & Financial Officer**

Date: **April 8, 2013**

Re: **Order for Council Meeting – 4/8/2013**

Cc: **Mayor Sarno**

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the April 8, 2013 Council meeting which authorizes the Springfield Police Department to transfer funds within in the Department to cover the cost of running a new academy along with additional departmental needs.

Background: The Police Department has experienced additional turnover above what was originally anticipated during the budget process. Roughly, we expect the department's complement to have 30 less officers by the end of the year. Due to this attrition, the Mayor and Commissioner have authorized an academy of 22 recruits. If successful, these recruits will help rebuild the number of officers in the streets and ensure that there are adequate officers dedicated to the special units.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Acting Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.