36 Court Street
Springfield, MA 01103
http://www.springfieldcityhall.com

Linda Fitzpatrick
413-787-6559

City of Springfield

Regular Meeting

~ Draft ~

Monday, May 19, 2014 | 7:00 PM | Springfield City Hall -- Council Chambers

I. Call to Order

7:00 PM Meeting called to order on May 19, 2014 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Attendee Name	Title	Status	Arrived
Zaida Luna	Ward 1 Councilor	Present	
Timothy C. Allen	Ward 7 Councilor	Present	
E. Henry Twiggs	Ward 4 Councilor	Present	
Kenneth E. Shea	Ward 6 Councilor	Present	
Kateri B. Walsh	Vice President - At-Large Councilor	Late	7:05 AM
Melvin A. Edwards	Ward 3 Councilor	Present	
Bud L. Williams	At-Large Councilor	Present	
Orlando Ramos	Ward 8 Councilor	Present	
Timothy J. Rooke	At-Large Councilor	Present	
Clodo Concepcion	Ward 5 Councilor	Present	
Justin Hurst	At Large Councilor	Present	
Thomas M. Ashe	At-Large Councilor	Present	
Michael A. Fenton	President - Ward 2 Councilor	Present	

Moment of Silence - Pledge of Allegiance

II. Communications

1. Order (ID # 2620)

April Revenue Vs Expenditure Report

COMMENTS - Current Meeting:

Statement of Revenues, Expenditures and Other Sources 4-30-2014- **Read and Pat Burns, Comptroller made presentation to the City Council relative to the period ending 4-30-14 and the Report shows that the City had spent 79% of the yearly budget but was on track for the fiscal year 14, but cautioned that the ice and snow account had a deficit and the order is on the Council agenda for approval at tonight's meeting and that revenue is coming in at 87% which is as expected. Councilor Williams said the City has a pension problems and the City is last in pension funding and that the problem needs to be addressed and he just wanted to put the Council on notice. Council received the Report by a majority voice vote with Councilor Walsh absent and the Report was put on file for the Finance Committee to discussion.**

ATTACHMENTS:

- April Revenue Vs Expenditure Report (PDF)

RESULT:	RECEIVE REPORT

III. Reports

2. Zoning Ordinance (ID # 2585)

To Change the Zoning of the Property Known as 198 Belmont Avenue (01235-0040) from Residence C to Office A.

PETITIONER:	Smails, LLC
ADDRESS:	198 Belmont Avenue
CHANGE REQUESTED:	Res C to Off A

COMMENTS - Current Meeting:

Planning Board Zone Change Report - 198 Belmont Avenue (Recommendation: To Approve) (Hearing: Tuesday, 5/27/14) - **Read and the Council received the Report and Passed 1st step by a unanimous voice vote and refereed to the Committee on Enrollment.**

ATTACHMENTS:

- 3163_198_Belmont_Ave (PDF)
- 3163_Belmont_Ave_198_2014_CC (PDF)

RESULT:	RECEIVED 1ST STEP	Next: 5/27/2014 7:00 PM

IV. Reports of Committees

A. Report of the Maintenance and Development Committee

The City Council Maintenance & Development Committee met on May 19, 2014 (Councilors Walsh, Allen, Ramos) and Councilor Walsh gave a verbal report stating that the Committee had met with Finance team and the Springfield Historical Commission to discuss the status of historical buildings relative to the Southend Community Center project, East Street, ECO-Center and construction of the Senior Center in Blunt Park. TJ Plante, CAFO spoke explaining that the City has $25 million from FEMA for the reconstruction of the projects but the State Mass Historical Commission has not released funds for some of the projects and the City has hired a consultant to deal with FEMA and Mass Historical Commission to get the projects off the ground. Ralph Slate, Chair of the Springfield Historical Commission spoke stating that they are in support of the projects and has sent a letter to the State. The Committee is putting forth a resolve to urges the Mass Historical Commission to release funds for the projects. Council received the Report by a unanimous voice vote.

The City Council Maintenance & Development Committee met on May 14, 2014 (Councilors Walsh, Allen, Ramos) and Councilor Walsh gave a verbal report stating that the Committee had met with Indian Orchard Citizen Council, and DPW to discuss the road issues, handicapped accessibility and Michon Street being a dirt

road and that Chris Cignoli, City Engineer was present and said he would get back to the Indian Orchard Council on all the projects and issues. Councilor Ramos also spoke stating that meeting was well attended and Committee will continue to work with DPW to get the work done. Council received the Report by a unanimous voice vote.

B. Report from the Young Professional Committee

The City Council Special Young Professional Committee met on May 19, 2014 and Councilor Hurst gave a verbal report stating that the Committee had met with incoming Police Commissioner John Barbieri to discuss how to attract young professional to move into Springfield and police strategics and recognize a member of the Committee Councilor Orlando Ramos on his graduation from UMass with a Bachelor degree. Councilor President Fenton added that both Councilor Hurst and Councilor Ramos are going to be recognized by Business West as 2 of the young people in the "Top 40 under 40" in Western Mass. Council received the Report by a unanimous voice vote.

V. Grants

1. Order (ID # 2611)

Firefighters Support Foundation Donation - $4,999.00

COMMENTS - Current Meeting:

Read and the Council accepted the grant in the amount of $4.999 from the Firefighters Support Foundation on behalf of the Fire Department to provide Thermal Imager to the Fire Department and the Order passed by a unanimous voice vote without debate.

ATTACHMENTS:

- Fire Donation - $4,999 (PDF)

RESULT:	PASSED BY VOICE VOTE

2. Order (ID # 2615)

SSYI Grant - $397,765.11 - No Match

COMMENTS - Current Meeting:

Read and an explanation was given by Sgt. Brian Elliott, Grant Manager for the Police Department that the grant was from Mass Executive Office of Health and Human Services “Safe and Successful Youth Initiative Grant” in the amount of $397,765.11 to fund a multi-faceted strategy for reducing youth violence through a coordinated intervention strategy focused on "proven risk youth" identified as the highest risk individuals for being perpetrator or victim of shooting or stabbing violence and this amount is third installment for the current fiscal year. Councilor Rooke asked about the contract amount showed $1,204,025.17 and Sgt. Elliot said that the total amount that the City has received in the current fiscal year and the Order passed by a unanimous voice vote.

ATTACHMENTS:

- Standard Contract Amendment # 4 (signed) (PDF)
- Standard Contract Amendment # 5 (signed) (PDF)

RESULT:	**PASSED BY VOICE VOTE**

3. Order (ID # 2617)

Donation of Goods - Home Depot Foundation

COMMENTS - Current Meeting:

Read and the Council accepted the grant in the amount of $3,400 from the Home Depot Foundation on behalf of the Park Department to provide plants, flowers and mulch for the Forest Park Library Reading Garden and the Order passed by a unanimous voice vote without debate.

ATTACHMENTS:

- mtully_home_depot_grant (PDF)

RESULT:	**PASSED BY VOICE VOTE**

VI. General Business

4. Order (ID # 2618)

WMECO Settlement Proceeds - $1,334,560.09

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by TJ Plante, CAFO stating that the appropriation of $1,334,560.09 thousand from WMECO Partial Settlement to Capital Outlay - Machinery & Equipment is due to an incorrect billing in the Street Light Accounts and read a second time and passed by the following roll call vote.

ATTACHMENTS:

- CAFO Certification WMECO Settlement (PDF)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Clodo Concepcion, Ward 5 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

5. Order (ID # 2613)

Snow & Ice Budget Transfer - $527,598.00

FINANCIAL IMPACT:

$527,598.00

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by TJ Plante, CAFO stating that the transfer of $527,598 thousand dollars from Comptroller - Salary and Position Adjustment to Street and Engineering (Snow and Ice) is to fund 2013/2014 winter storms and clean-up costs including hired equipment and read a second time and passed by the following roll call vote.

ATTACHMENTS:

- CAFO Certification DPW Snow & Ice Deficit (PDF)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Timothy J. Rooke, At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

6. Order (ID # 2627)

Budget Transfer Across Departments - $50,000

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by Patrick Sullivan, Director of Parks, Building and Recreation Management stating that the transfer of $50,000 thousand dollars from Parks Department Personal Services accounts to PAY-GO Capital - Park Department is to fund a local grant match for a State Grant from Executive Office of Energy and Environmental Affairs, "Our Common Backyard Program" for the construction of a splash pad at the Thomas M. Balliet Elementary School playground and read a second time and passed by the following roll call vote.

ATTACHMENTS:

- CAFO Certification Parks Grant Match (DOCX)
- OCB.BallietParkSplashPad.AwardLetter (PDF)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Kateri B. Walsh, Vice President - At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

7. Order (ID # 2623)

Transfer Across Departments - SOLE Coll Barg Agreement - $36K

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by TJ Plante, CAFO and Bill Mahoney, Director of Human Resources and Labor Relations stating that stating that the transfer of $36,000 thousand dollars from Comptroller Salary and Position Adjustment to Public Libraries - Salaries and Wages is to fund retroactive pay increases associated with the Springfield Organization of Library Employees (SOLE) collective bargaining agreement effective July 1, 2013 and read a second time and passed by the following roll call vote.

ATTACHMENTS:

- SOLE Tentative agreement 3-18-14 (DOC)
- sole ta 4 3 13_201405011054 (PDF)
- SOLE Wm Mahoney letter (PDF)
- CAFO Certification SOLE CBA Contract (DOCX)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bud L. Williams, At-Large Councilor
SECONDER:	E. Henry Twiggs, Ward 4 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

8. Order (ID # 2614)

Five-Year Lease of Solid Waste Trucks

COMMENTS - Current Meeting:

Read and an explanation was given by Mario Mazza, Deputy Director DPW that the order is to authorize the Chief Procurement Officer to seek bids for a lease purchase over 3 years to replace 4 solid waste trucks and the Order passed by a unanimous voice vote.

ATTACHMENTS:

- CAFO Certification DPW Trash Truck Lease (PDF)

RESULT:	**PASSED BY VOICE VOTE**

9. Order (ID # 2612)

Fire Gas Meter Lease > 3 Years

COMMENTS - Current Meeting:

Read and an explanation was given by David Rivera, City's Fire Marshall, Fire Department that the order is to authorize the Chief Procurement Officer to seek bids for a lease purchase over 3 years to replace gas meters to current industrial standards in the amount of $17,198.40 with monthly payment of $358.30 and the Order passed by a unanimous voice vote.

ATTACHMENTS:

- Gas Meter 4 yr lease proposal (DOC)

RESULT:	**PASSED BY VOICE VOTE**

10. Order (ID # 2622)

Collective Bargaining Agreement Ratification - SOLE

COMMENTS - Current Meeting:

Read and an explanation was given by Bill Mahoney, Director of Human Resources and Labor Relations that the Order is to approve the collective bargaining agreement between the City and Springfield Organization of Library Employee - SOLE which granted them a 2% increase effective July 1, 2013 and a 2% on July 1, 2014 and the requirement that all employees hired after July 1, 2014, are subject to the City ordinances regarding residency as revised and amended and 15 other contract amendments. Councilor Williams praised Mr. Mahoney for getting residency in the new contract and the Order passed by the following roll call vote.

ATTACHMENTS:

- sole ta 4 3 13_201405011054 (PDF)
- SOLE Tentative agreement 3-18-14 (DOC)
- SOLE Wm Mahoney letter (PDF)
- CAFO Certification SOLE CBA Contract (DOCX)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bud L. Williams, At-Large Councilor
SECONDER:	E. Henry Twiggs, Ward 4 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

(11.) ORD-2014-7 Ordinance - Clerk Fees

ORD. NO ___________

AN ORDINANCE TO AMEND the Code of the City of Springfield, Chapter 67 thereof, entitled City Clerk, to change the fee for the certain copies.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD AS FOLLOWS:

Section 1. Section 67-3 of Chapter 110, City Clerk, of the Code of the City of Springfield, is hereby amended to change the fee of fifteen dollars ($15) to twenty dollars ($20), to read as follows:

§ 67-3(66). Enumeration of fees.

(66) For examining searching, or preparing records or papers relating to birth, marriage or deaths upon application of any person, the actual expense thereof, but not less than $20.00

Section 2. Section 67-3 of Chapter 110, City Clerk, of the Code of the City of Springfield, is hereby amended to change the fee of fifteen dollars ($15) to twenty dollars ($20), to read as follows:

§ 67-3(67). Enumeration of fees.

(67) For copying or receiving any manuscript or record pertaining to a birth, marriage or death per page $20.00

Section 3. Section 67-3 of Chapter 110, City Clerk, of the Code of the City of Springfield, is hereby amended to change the fee of fifteen dollars ($15) to twenty dollars ($20), to read as follows:

§ 67-3(80). Enumeration of fees.

(80) The fee for certification of any document no previous enumerated therefor $20.00

Section 4. Effective date:

This ordinance shall become effective on July 1, 2014.

Approved as to form:

____

Associate City Solicitor

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kateri B. Walsh, Vice President - At-Large Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

COMMENTS - Current Meeting:

Read May 5, 2014 and explanation with given by Wayman Lee, City Clerk that the Ordinance is to equalize the $20 fees for all records in the Clerk's office including for examining searching, or preparing records or papers relating to birth, marriage or deaths upon application of any person, the actual expense thereof; for copying or receiving any manuscript or record pertaining to birth, marriage or death per page; and for certification of any document not pervious enumerated therefore and the said Ordinance passed 1st step and was referred to the Committee of Ordinance by a unanimous voice vote.

Read for the second time on May 19, 2014 and passed 2nd step by a unanimous voice vote and referred to the Committee on Enrollment by a unanimous voice vote.

The Committee on Enrollment met on May 19, 2014 and the Ordinance passed 3rd step to be ordained by the following roll call vote.

(12.) (ID # 2610) Amending Chapter 100 of the City Ordinances

AMENDING CHAPTER 100 OF THE REVISED ORDINANCES
OF THE CITY OF SPRINGFIELD

Be it ordained by the Springfield City Council that Chapter 100 of the Revised Ordinances of the City of Springfield is hereby amended by adding a Section 100-21 as follows:

§ 100-21 Payment Deadlines and Penalties

A. All fines, fees and penalties under this Chapter shall be due and payable thirty (30) days from the date printed on the bill or other notice.

B. If payment of a fine, fee or penalty is not made within thirty (30) days of the date printed on the bill or other notice, a late payment charge of twenty-five dollars ($25.00) shall be assessed for each individual fine, fee or penalty, regardless of whether they appear on the same or separate bills or other notices.

C. If payment of a fine, fee or penalty is not made within sixty (60) days of the date printed on the bill or other notice, interest at twelve percent (12%) per annum shall be assessed on all outstanding amounts, including the amount of late payment charges imposed under Section 100-21(B).

D. Fines, fees, penalties and associated late payment charges and interest under this Chapter shall be collected by the City Collector or his/her designated deputies.

E. Outstanding fees and associated late payment charges and interest shall become a municipal lien against the property associated with the permit, inspection or service in accordance with the provisions of M.G.L. c. 40 § 58; provided however, that this paragraph shall not apply where the entity that owes the fee rents the property associated with the permit, inspection or service from another.

This ordinance shall become effective immediately upon final passage.

Approved as to form:

____

Ryan J. Barry
Associate City Solicitor

RESULT:	**FIRST STEP**	**Next: 6/2/2014 7:00 PM**

COMMENTS - Current Meeting:
Read and explanation with given by Ryan Berry, Associate City Solicitor that the Ordinance is to allow the City Collector to collect a late fee of $25 if any fine, fee and penalty is not paid with 30 days and if not paid within 60 days to charge interest at 12% per annum and to file a municipal lien against the property associated with permit, inspection or service and the said Ordinance passed 1st step and was referred to the Committee of Ordinance by unanimous voice vote.

ATTACHMENTS:

- Order Amending Chapter 100 of City Ordinances - signed 5-14-14 (PDF)

13. Resolution (ID # 2621)

Rev. William Torres Way

COMMENTS - Current Meeting:

Read and an explanation was given by Councilors Luna stating that "Reverend Torres" has improved the quality of life for so many and it would be a wonderful tribute to have a street named in his honor by naming Arch Street as "Rev. Torres Way" and Councilor Williams also praised the work of Rev. Torres and the Resolve passed by a unanimous voice vote.

RESULT:	**PASSED BY VOICE VOTE**

14. Resolution (ID # 2628)

Historical Commission Projects

COMMENTS - Current Meeting:

Read and an explanation was given by Councilors Walsh stating that the Resolve is to urge State Mass Historical Commission to release the funds relative to the Southend Community Center project, East Street, ECO-Center and construction of the Senior Center in Blunt Park. TJ Plante, CAFO also spoke explaining that the City has $25 million from FEMA for the reconstruction of the projects but the State Mass Historical Commission has not released funds for the projects and the City has hired a consultant to deal with FEMA and State Mass Historical Commission to get the projects off the ground. Ralph Slate, Chair of the Springfield Historical Commission also spoke stating that they are in support of the projects and has sent a letter to the State. Councilor Walsh made a motion to strike the phrase "to support the local Springfield Historical Commission" and was seconded by Councilor Twiggs and the said motion passed by a unanimous voice vote and the Resolve as amended passed by a unanimous voice vote..

RESULT:	**PASSED AS AMENDED**

Motion To: A. Motion to Strike

COMMENTS - Current Meeting:

Councilor Walsh made a motion to strike the phrase "to support the local Springfield Historical Commission" and was seconded by Councilor Twiggs and the said motion passed by a unanimous voice vote.

RESULT:	**ADOPTED VOICE**

VII. Suspension of Rules

NONE

City of Springfield

ADOPTED

Meeting: 05/19/14 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2620

April Revenue Vs Expenditure Report (Mayor Sarno)

RESULT:	**RECEIVE REPORT**

CITY OF SPRINGFIELD, MASSACHUSETTS

Statement of Revenues and Other Sources,
and Expenditures and Other Uses
Budget and Actual - General Fund

For the period ended
04/30/14

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	$ 166,645,492	$ 155,865,871	$ (10,779,621)	94%
Real Estate & Personal Property Taxes - Tax Liens	-	2,368,577	2,368,577	0%
Motor Vehicle Excise	8,800,000	8,540,312	(259,688)	97%
Penalties, interest and other taxes	5,054,500	2,876,459	(2,178,041)	57%
Charges for Services	13,549,000	11,596,190	(1,952,810)	86%
Intergovernmental	338,720,957	281,998,266	(56,722,691)	83%
MSBA Payments	15,987,228	11,196,414	(4,790,814)	70%
Licenses and Permits	4,635,740	4,198,226	(437,514)	91%
Fines and Forfeits	339,250	330,206	(9,044)	97%
Interest earned on Investments	1,185,179	862,672	(322,507)	73%
Miscellaneous	5,368,818	4,146,485	(1,222,333)	77%
FY 2013 Net School Spending Shortfall (a.)	27,374,666	27,374,666	-	100%
Stabilization Reserves	7,350,000	7,350,000	-	100%
Other Financing Sources	4,295,020	4,295,020	-	100%
Total Revenues and Other Sources	599,305,850	522,999,364	(76,306,486)	87%
Expenditures and Other Uses:				
General government	20,340,327	15,358,209	4,982,118	76%
Public safety				
Police	38,776,603	30,074,025	8,702,578	78%
Fire	19,486,362	15,274,471	4,211,891	78%
Centralized Dispatch	1,738,594	1,166,203	572,391	67%
Other	3,376,166	2,740,444	635,722	81%
Health and Welfare	5,157,721	3,954,236	1,203,486	77%
Public works	10,227,390	9,721,878	505,512	95%
Education	385,243,389	290,452,994	94,790,396	75%
Culture and recreation	11,697,811	9,735,480	1,962,331	83%
Pension and fringe	52,611,269	47,493,104	5,118,165	90%
State and district assessments	3,245,637	2,706,391	539,246	83%
Debt Service	40,759,110	39,402,260	1,356,850	97%
Pay as you go Capital	2,113,020	1,536,601	576,419	73%
Other Financing Use - Trash Enterprise Supplement	4,532,450	4,532,450	-	100%
Total Expenditures and Other Uses	599,305,850	474,148,744	125,157,106	79%
Excess (deficiency) of revenues and other sources over expenditures and other uses	$ -	$ 48,850,620	$ 48,850,620	

(a.) The FY 2013 Net School Spending Requirement shortfall must be appropriated in the School Budget pursuant to Chapter 70. Section 11 of the Education Reform Act of 1993.

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances
For the period ended
04/30/14

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	19,872,315	468,012	20,340,327	14,276,887	1,081,322	4,982,118	76%
Public safety							
Police	38,776,603	-	38,776,603	29,721,291	352,734	8,702,578	78%
Fire	19,486,362	-	19,486,362	15,079,887	194,584	4,211,891	78%
Centralized Dispatch	1,738,594	-	1,738,594	1,160,057	6,145	572,391	67%
Other	3,297,832	78,334	3,376,166	2,537,053	203,392	635,722	81%
Health and Welfare	5,169,721	(12,000)	5,157,721	3,951,569	2,667	1,203,486	77%
Public works	10,227,390	-	10,227,390	9,446,683	275,195	505,512	95%
Education	357,868,723	27,374,666	385,243,389	274,710,656	15,742,337	94,790,396	75%
Culture and recreation	11,697,811	-	11,697,811	8,928,013	807,467	1,962,331	83%
Pension and fringe	53,111,269	(500,000)	52,611,269	47,493,104	-	5,118,165	90%
State and district assessments	3,245,637	-	3,245,637	2,643,380	63,011	539,246	83%
Debt Service	40,759,110	-	40,759,110	39,402,260	-	1,356,850	97%
Pay as you go Capital	2,095,020	18,000	2,113,020	563,526	973,074	576,419	73%
Other Financing Use - Trash Enterprise Supplement	4,532,450	-	4,532,450	4,532,450	-	-	100%
Total Expenditures and Other Uses	571,878,836	27,427,012	599,305,850	454,446,816	19,701,929	125,157,106	79%

REPORT TO CITY COUNCIL

ZONE CHANGE HEARING

PLOT and SECTION#: 3163 Section #46 **DATE: May 19, 2014**

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

PETITIONER: Smails, LLC

ADDRESS: 198 Belmont Avenue

CHANGE REQUESTED: Res C to Off A

RECOMMENDATION: Recommend

Respectfully Submitted,

____

Barbara Footit, Board Clerk

Doc ID: 2585

AMENDING SECTION 49 OF THE BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, April 21, 1971, as amended, is hereby further amended by changing from the zoning on **Plot #3163 Section #46**, **Section Recommend** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **"Recommend Building Zone Map of the City of Springfield."**

Approved as to Form:

____
Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on May 19, 2014 , regarding the above Ordinance amendment.

____
Kerry Dietz, Chairperson

CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FOURTEEN

AN ORDINANCE

AMENDING SECTION 46 OF THE BUILDING ZONE MAP

Be it ordained by the City Council of the City of Springfield as follows:

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Residence C to Office A** the zoning on **Plot #3163, Section 46** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **"Section 46 Building Zone Map of the City of Springfield."**

Approved as to Form:

____
Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on April 16, 2014 regarding the above Ordinance amendment.

1 Person(s) appeared in favor, and 0 Person(s) appeared in opposition.

____
Katie Stebbins, Chairperson

CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FOURTEEN

AN ORDINANCE

AMENDING SECTION 46 BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Residence C to Office A** the zoning on **Plot #3163**, **Section 46** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **"Section 46 Building Zone Map of the City of Springfield."**

REPORT TO CITY COUNCIL
ZONE CHANGE HEARING

PETITION: **#3163**
SECTION: **46**

DATE: April 17, 2014

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

PETITIONER: Smails, LLC

ADDRESS: 198 Belmont Avenue (01235-0040)

CHANGE REQUESTED: Proposed zone change from Residence C to Office A

PETITIONER'S PURPOSE STATEMENT: Professional Offices

DATE OF PUBLIC HEARING: April 16, 2014

DATE OF FINAL DECISION: April 16, 2014

BOARD MEMBERS PRESENT and COUNT: (5) Mr. Cignoli, Mr. Daniele, Ms. McQuade, M. Morin, Ms. Stebbins

FINAL MOTION: Motion by Ms. McQuade, seconded by Mr. Daniele

IN FAVOR: (5) Mr. Cignoli, Mr. Daniele, Ms. McQuade, Ms. Morin, Ms. Stebbins

OPPOSED: (0)

ABSTAINED: N/A

RECOMMENDATION: APPROVE

Respectfully submitted,

Katie Stebbins, Chairperson

Office of Planning & Economic Development
Analysis for a Zone Change

198 Belmont Avenue (02135-0040)
Residence C to Office A

General Information

Applicant:	Smails, LLC
Request:	Residence B to Office A
Location:	198 Belmont Avenue
Parcel Size:	6,075 s.f.
Purpose:	Professional Office
Surrounding Land Use and Zoning:	The property is located in the Forest Park neighborhood. This site is located in an area with primarily residential uses. The surrounding land uses include: To the north is an apartment building and law office zoned Residence C and Office A. To the south are single-family homes zoned Residence A. To the east is a single-family home zoned Residence C. To the west is a two-family house zoned Residence C.
Comprehensive/ Neighborhood Plan:	The Forest Park Neighborhood Plan shows no changes to this area.
Site Visit:	4-9-14
Urban Renewal Plan:	This parcel is not located within an urban renewal district.
Neighborhood Council Notification:	Forest Park Civic Association: 4-1-14
Planning Board Hearing Date:	4-16-14

Special Information

Traffic & Parking:	N/A
Physical Characteristics:	N/A
Other Notes:	N/A

Analysis

The petitioner has requested to change the zoning of the property known as 198 Belmont Avenue from Residence C to Office A. The site is currently a vacant single-family home.

After a review of the proposed plans and visiting the site, the staff does not recommend approval of the proposed zone change.

While the staff certainly believes that the petitioner has done an outstanding job maintaining the office property directly across the street, the staff does have to be consistent with how land use decisions are determined. Therefore, after a full review, the staff just simply believes that a change to Office A is not an appropriate land use for this location.

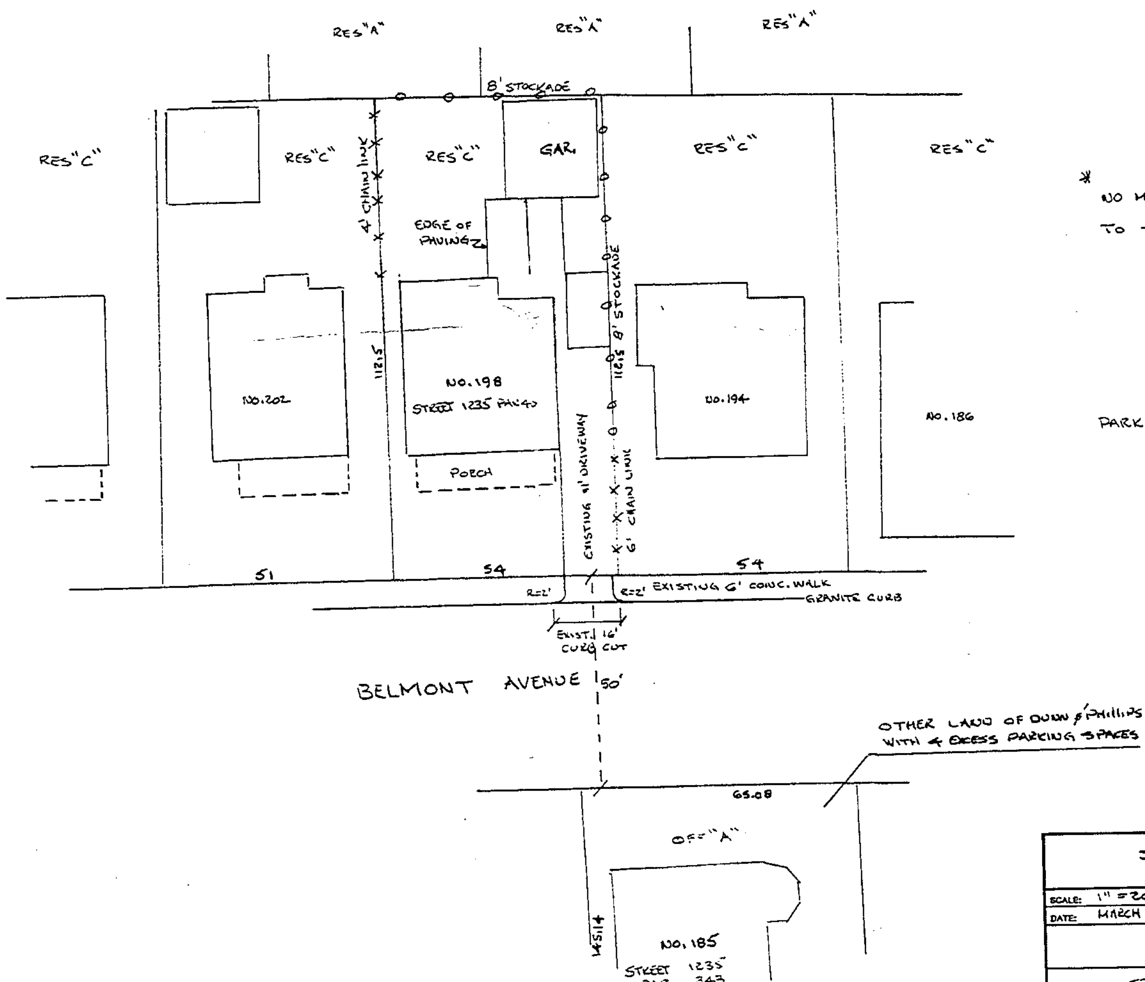
Again, while the staff fully agrees that this petitioner has a very good track record, the staff also believes that this recommendation needs to be based on land use and not the individual. As noted above, the site is located in a dense residential section of Belmont Avenue and directly abuts both single and two-family homes. Additionally, the staff has also reviewed the zone change files for the property located across the street, which was rezoned in 1989, and at that time the staff also recommended against the proposed zone change citing the inappropriate land use.

Further, while the plan does indicate that there is on-site parking, the staff believes that these parking spaces will not be adequate for an office use and therefore may have the potential for both employees and customers parking on Belmont Avenue. The staff believes that the layout of the proposed parking spaces as shown on the plan are extremely tight and questions the vehicles ability to actually utilize these spaces.

Lastly, as per the Springfield Zoning Ordinance, Office A requires a three (3) foot landscaped buffer along each side of the property which abuts a residential zone. In this particular case, this buffer would be required on three (3) sides of the property. This buffer can only be reduced and/or eliminated through a variance from the Board of Appeals.

RECOMMENDATION

Not to approve. The staff does not believe this is an appropriate land use for this dense residential neighborhood.



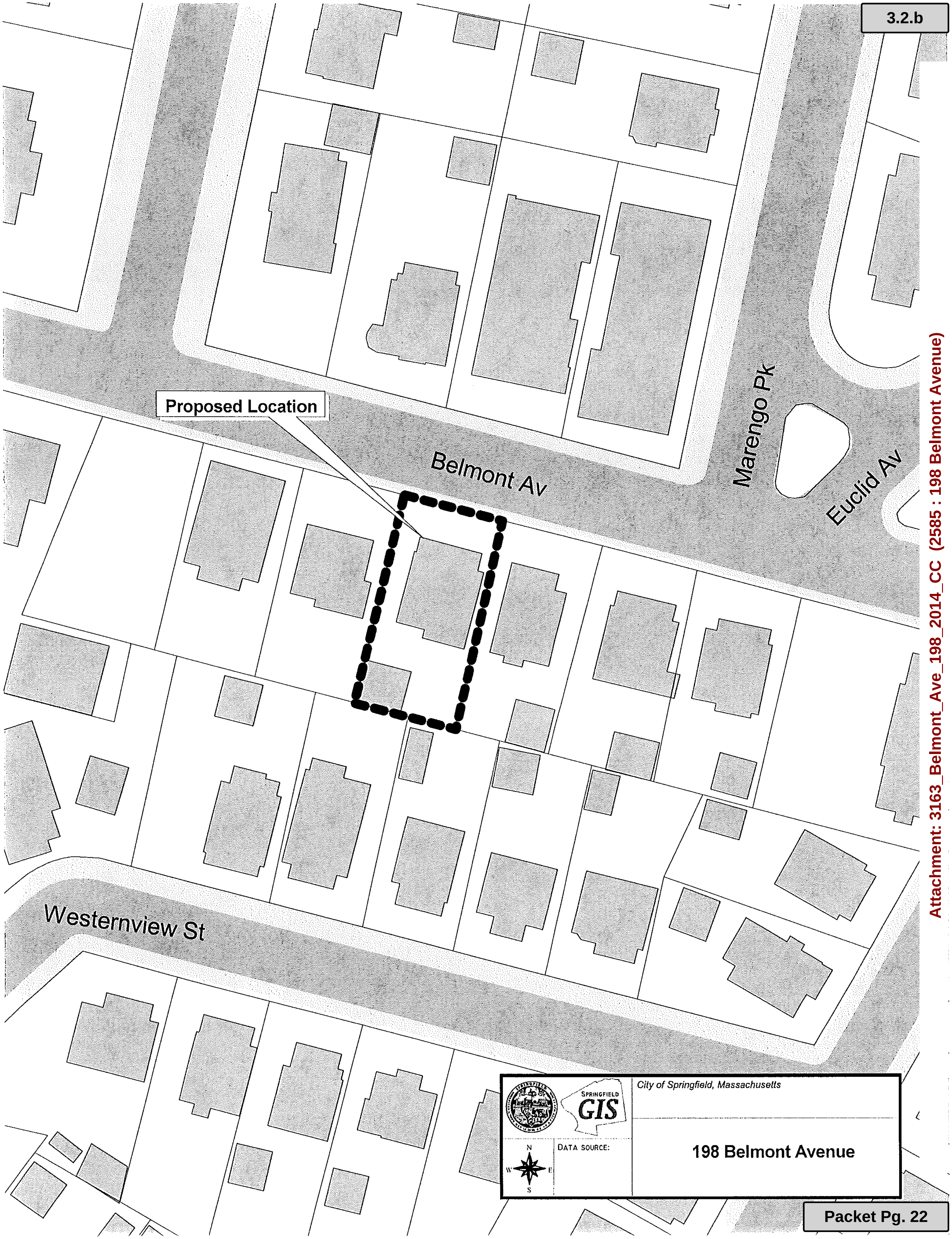
* NO MODIFICATIONS ARE DEEMED NECESSARY TO THIS SITE

PARKING:		
	GARAGE	2
	PAVED & DRIVE	4*
	AVAILABLE @ #185	4
	TOTAL	10 SPACES

SITE PLAN NO. 198 BELMONT AVE
SPRINGFIELD MA.

SCALE: 1" = 20'	APPROVED BY	DRAWN BY
DATE: MARCH '14		
STREET 1235 PAR. 40		DRAWING NUMBER

Attachment: 3163_Belmont_Ave_198_2014_CC (2585 : 198 Belmont Avenue)



Proposed Location
Belmont Av
Marengo Pk
Euclid Av
Westernview St
City of Springfield, Massachusetts
SPRINGFIELD
GIS
DATA SOURCE:
198 Belmont Avenue
N
W
E
S

REPORT TO CITY COUNCIL
ZONE CHANGE HEARING

PETITION: **#3163**
SECTION: **46**

DATE: April 17, 2014

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

PETITIONER: Smails, LLC

ADDRESS: 198 Belmont Avenue (01235-0040)

CHANGE REQUESTED: Proposed zone change from Residence C to Office A

PETITIONER'S PURPOSE STATEMENT: Professional Offices

DATE OF PUBLIC HEARING: April 16, 2014

DATE OF FINAL DECISION: April 16, 2014

BOARD MEMBERS PRESENT and COUNT: (5) Mr. Cignoli, Mr. Daniele, Ms. McQuade, M. Morin, Ms. Stebbins

FINAL MOTION: Motion by Ms. McQuade, seconded by Mr. Daniele

IN FAVOR: (5) Mr. Cignoli, Mr. Daniele, Ms. McQuade, Ms. Morin, Ms. Stebbins

OPPOSED: (0)

ABSTAINED: N/A

RECOMMENDATION: APPROVE

Respectfully submitted,

Katie Stebbins, Chairperson

CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FOURTEEN

RECEIVED
2014 APR 18 A 10: 46
CITY CLERK'S OFFICE
SPRINGFIELD, MA

AN ORDINANCE

AMENDING SECTION 46 OF THE BUILDING ZONE MAP

Be it ordained by the City Council of the City of Springfield as follows:

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Residence C to Office A** the zoning on **Plot #3163, Section 46** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **"Section 46 Building Zone Map of the City of Springfield."**

Approved as to Form:

Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on April 16, 2014 regarding the above Ordinance amendment.

1 Person(s) appeared in favor, and 0 Person(s) appeared in opposition.

Katie Stebbins, Chairperson

CITY OF SPRINGFIELD

RECEIVED
2014 APR 18 A 10: 47
CITY CLERK'S OFFICE
SPRINGFIELD, MA

IN THE YEAR TWO THOUSAND AND FOURTEEN

AN ORDINANCE

AMENDING SECTION 46 BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Residence C to Office A** the zoning on **Plot #3163, Section 46** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked **"Section 46 Building Zone Map of the City of Springfield."**

City of Springfield

ADOPTED

Meeting: 05/19/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2611

Firefighters Support Foundation Donation - $4,999.00 (Mayor Sarno)

WHEREAS, the Fire Department ("Department") has been awarded a donation of $4,999.00 from the Firefighters Support Foundation, 40 School Street, Greenfield, MA 01301; and

WHEREAS, the donor has requested that the funds be used for the purpose of Thermal Imager as requested by the donor therefore $4,999.00 will be applied the Fire donation account; and

WHEREAS, the Department intends to use the donation funds for the expenses incurred for the Thermal Imager 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 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 donation funds listed below for the purposes of such donation, subject to the approval of the Mayor, and the donation funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the donation without further appropriation:

Fire Department Donation - $4,999.00

Firefighters Support Foundation

40 School Street, Unit 10

Greenfield, MA 01301

RESULT:	**PASSED BY VOICE VOTE**

Firefighters Support Foundation

www.ffsupport.org

40 School Street
Unit 10
Greenfield, MA 01301
Tel: 413 774 3512
Fax: 413-828-8181

Equipment Grant Agreement

Please sign, .pdf, and email to ralphmroz@comcast.net

Grantee: Springfield, MA FD

FSF Contact: Ralph Mroz 413.774.3512

Grant amount: $4999

To be applied towards: Thermal Imager

On behalf of the grantee, we agree to:

- Use the funds granted to us by FSF for the purpose described above within 90 days of receipt of them.
- Provide FSF copies of the receipts or invoices for the purchase of these materials within 14 days of delivery of the materials
- Provide FSF with a digital photo of our service members with or using them within 14 days of delivery of the materials.
- Let FSF use the photo and a description of the grant on its website.
- Make a concerted effort to share the equipment with regional agencies, if applicable.

If any FSF-granted funds are left over after purchasing this equipment, we agree to deposit them in the general operating account of the agency.

Date 5/2/2014

Glenn A. Guyer Deputy
Authorized Agency Representative / Title

Glenn A. Guyer
Printed Name

Attachment: Fire Donation - $4,999 (2611 : Firefighters Support Foundation Donation - $4,999.00)

FIREFIGHTERS SUPPORT FOUNDATION INC.
64 E CLEVELAND ST.
GREENFIELD, MA 01301

53-7054/2113
8245417501

1108

DATE 5-3-14

PAY TO THE ORDER OF Springfield, MA Fire Dept $ 4999—

—Four Thousand Nine Hundred Ninety Nine— DOLLARS

Security Features Included. Details on Back.

TD Banknorth

MEMO Image Grant

⑆211370545⑆ 8245417501⑈ 1108

FIRE TECH & SAFETY OF NEW ENGLAND INC.
90 Progress Ave
Tyngsborough, Ma 01879

978-649-6800
1-800-331-7900 FAX (978) 649-6833

QUOTATION

PLEASE INDICATE THE ABOVE NUMBER WHEN ORDERING

TO Springfield Fire Department
1535 Roosevelt Ave
Springfield, MA 01109

QUOTATION DATE	SALESPERSON
5/1/2014	
INQUIRY DATE	
Same	

ESTIMATED SHIPPING DATE	SHIPPED VIA	F.O.B.	TERMS
4WK/ARO	BEST WAY		Net 30 Days PPD 2% Net !0 days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	CareFree 5-Year Thermal Imaging Warranty Program Free Power-Up Battery Analyzer, 5-Year Hassle-Free Warranty, Free NEW Battery Replacement, No Shippi Chargers, Core, Circuit Boards, LED Screen, Wires, True Bumper to Bumper Coverage, Lifetime on Shell Note: Truck Charger, Std Warranty	$11,995.00	$11,995.00
	ECLIPSE LD 320 GOLD PACKAGE		
1	Eclipse LD 320 High Resolution, Spot Temperature Measurement, Super Red Hot Colorization, Electronic Thermal Throttle, Customized Start-Up Graphics, Powerhouse Vehicle Charger, (2) NIMH Batteries Retractable Lanyard	$998.00	$998.00
	Training Included		
	Mass State Bid FIR-03		

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 15 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

QUOTED BY: ______________________ ACCEPTED______________________ DATE:________

PLEASE SIGN AND RETURN A COPY WHEN ORDERING.

THANK YOU!

5/1/14
Deputy:
FYI.
Erica also
has info.
Gary

Sullivan, Gary

From: Ralph Mroz <ralphmroz@comcast.net>
Sent: Wednesday, April 16, 2014 10:34 AM
To: Sullivan, Gary
Subject: Whoops - forgot attachment
Attachments: Equip Grant Agreement.doc

-------- Original Message --------
Subject: FSF Grant agreement
Date: Wed, 16 Apr 2014 10:32:46 -0400
From: Ralph Mroz <ralphmroz@comcast.net>
To: gsullivan@springfieldcityhall.com

Garrett --

* Please have an appropriate person sign this agreement and email it back to me with a quote for the imager you need. As soon as we get these documents, the check will go right out.

Thanks.

City of Springfield

ADOPTED

Meeting: 05/19/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2615

SSYI Grant - $397,765.11 - No Match (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded a grant increase for the "Safe and Successful Youth Initiative" Grant of $397,765.11 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 Increase **$397,765.11**

RESULT:	**PASSED BY VOICE VOTE**

C#20140394

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

Amendment # 4

This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: City of Springfield Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4,T&C): 36 Court Street, Springfield, MA 01103		Business Mailing Address: One Ashburton Place, Boston, MA 02108	
Contract Manager: Brian Elliott		Billing Address (if different):	
E-Mail: belliott@springfieldpolice.net		Contract Manager: Marc Dones	
Phone: 413-787-6318	Fax: 413-787-6663	E-Mail: marc.dones@state.ma.us	
Contractor Vendor Code:VC6000192140		Phone: 617-573-1606	Fax: 617-573-1890
Vendor Code Address ID (e.g. "AD001"): AD001 .		MMARS Doc ID(s): 13EHSSSYICITYSPRINLC	
(Note: The Address Id Must be set up for EFT payments.)		RFR/Procurement or Other ID Number: 13EHSLCSSYINITIATIVERFR2013	

__ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ Statewide Contract (OSD or an OSD-designated Department)
__ Collective Purchase (Attach OSD approval, scope, budget)
__ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)
__ Emergency Contract (Attach justification for emergency, scope, budget)
__ Contract Employee (Attach Employment Status Form, scope, budget)
__ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)

_x_ CONTRACT AMENDMENT

Enter Current Contract End Date *Prior* to Amendment: June 30, 2014 .
Enter Amendment Amount: $ 397,765.11 . (or "no change")
AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)
_x_ Amendment to Scope or Budget (Attach updated scope and budget)
__ Interim Contract (Attach justification for Interim Contract and updated scope/budget)
__ Contract Employee (Attach any updates to scope or budget)
__ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.
_x_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
_x_ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ 1,204,025.17 .

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); _x_ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This Amendment 4 increases the maximum obligation by $397,765.11.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
_x_ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
__ 2. may be incurred as of _____, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
__3. were incurred as of ______, 20___ , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2014 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
X: Domenic J. Sarno . Date: 4/4/14 .	X: Kathleen Betts . Date: 4/14/14
(Signature and Date Must Be Handwritten At Time of Signature)	(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Domenic J. Sarno .	Print Name: Kathleen Betts .
Print Title: Mayor, City of Springfield .	Print Title: Assistant Secretary, Children, Youth and Families .

Attachment: Standard Contract Amendment # 4 (signed) (2615 : SSYI Grant - $397,765.11 - No Match)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the **Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Oppurtunity (EEO) Laws the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other

Attachment: Standard Contract Amendment # 4 (signed) (2615 : SSYI Grant - $397,765.11 - No Match)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

AMENDMENT 4

TO THE CONTRACT BETWEEN THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES AND THE CITY OF SPRINGFIELD FOR THE SAFE AND SUCCESSFUL YOUTH INITIATIVE

WHEREAS, the Executive Office of Health and Human Services (EOHHS) and the City of Springfield (the Contractor) entered into a Contract, ("the Contract") effective April 3, 2013 and amended October 22, 2013 (Amendment 1), November 21, 2013 (Amendment 2) and January 17, 2014 (Amendment 3); and

WHEREAS, in accordance with **Section 4.N** of the Contract, EOHHS and the Contractor desire to amend the Contract;

NOW, THEREFORE, in consideration of their mutual undertakings, EOHHS and the Contractor agree to amend the Contract as follows:

1. **Section 3, Payment, subsection 3.A** is hereby amended by deleting $806,260.06 and inserting in place thereof, $1,204,025.17.

SPRINGFIELD POLICE DEPARTMENT
130 Pearl Street
Springfield, Massachusetts 01105

AGREEMENT BETWEEN THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY

Contract ID: City of Springfield –
Vendor Code: VC6000192140

***FOR THE CONTRACTOR*: CITY OF SPRINGFIELD POLICE DEPARTMENT**

______________________ Date: 4-2-14
William J. Fitchet
Police Commissioner

LW ***APPROVED AS TO APPROPRIATION:*** N/A

______________________ Date: 4-2-14
Office of the City Comptroller

______________________ Date: 4/3/14
Law Department

AGREEMENT BETWEEN THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY

CT# 20140514
Amendment 5

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: City of Springfield Police Department (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS
Legal Address: (W-9, W-4,T&C): 36 Court Street, Springfield, MA 01103	Business Mailing Address: One Ashburton Place, Boston, MA 02108
Contract Manager: Brian Elliott	Billing Address (if different):
E-Mail: belliott@springfieldpolice.net	Contract Manager: Marc Dones
Phone: 413-787-6318 Fax: 413-787-6663	E-Mail: marc.dones@state.ma.us
Contractor Vendor Code:VC6000192140	Phone: 617-573-1606 Fax: 617-573-1890
Vendor Code Address ID (e.g. "AD001"): AD001 . (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): 13EHSSSYICITYSPRINLC RFR/Procurement or Other ID Number: 13EHSLCSSYINITIATIVERFR2013

___ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) __ Statewide Contract (OSD or an OSD-designated Department) __ Collective Purchase (Attach OSD approval, scope, budget) __ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) __ Emergency Contract (Attach justification for emergency, scope, budget) __ Contract Employee (Attach Employment Status Form, scope, budget) __ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	x CONTRACT AMENDMENT Enter Current Contract End Date *Prior* to Amendment: June 30, 2014 . Enter Amendment Amount: $ no change . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) x Amendment to Scope or Budget (Attach updated scope and budget) __ Interim Contract (Attach justification for Interim Contract and updated scope/budget) __ Contract Employee (Attach any updates to scope or budget) __ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.
x Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
x Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ 1,204,025.17 .

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); x only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This Amendment 5 changes the Contract end date to September 30, 2014.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
x 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
__ 2. may be incurred as of _____, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
__3. were incurred as of ______, 20___ , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of September 30, 2014 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
X: Domenic J. Sarno . Date: 4/23/14	X: Kathleen Betts . Date: 5/7/14 .
(Signature and Date Must Be Handwritten At Time of Signature)	(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Domenic J. Sarno .	Print Name: Kathleen Betts .
Print Title: Mayor, City of Springfield .	Print Title: Assistant Secretary, Children, Youth and Families .

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Oppurtunity (EEO) Laws the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth **Information Technology Division's Security Policies.** Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

SPRINGFIELD POLICE DEPARTMENT
130 Pearl Street
Springfield, Massachusetts 01105

AGREEMENT BETWEEN THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY

Contract ID: City of Springfield –
Vendor Code: VC6000192140

***FOR THE CONTRACTOR*: CITY OF SPRINGFIELD POLICE DEPARTMENT**

William J. Fitchet ______________ Date: 4-17-14

William J. Fitchet
Police Commissioner

LLW N/A
APPROVED TO APPROPRIATION:

______________ Date: 4/17/14

Office of City Comptroller

APPROVED TO FORM:

______________ Date: 4/18/14

Law Department

AGREEMENT BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS

AMENDMENT 5

TO THE CONTRACT BETWEEN THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES AND THE CITY OF SPRINGFIELD FOR THE SAFE AND SUCCESSFUL YOUTH INITIATIVE

WHEREAS, the Executive Office of Health and Human Services (EOHHS) and the City of Springfield (the Contractor) entered into a Contract, ("the Contract") effective April 3, 2013 and amended October 22, 2013 (Amendment 1), November 21, 2013 (Amendment 2), January 17, 2014 (Amendment 3) and April 2014 (Amendment 4); and

WHEREAS, in accordance with **Section 4.N** of the Contract, EOHHS and the Contractor desire to amend the Contract;

NOW, THEREFORE, in consideration of their mutual undertakings, EOHHS and the Contractor agree to amend the Contract as follows:

1. **Section 4.A., Contract Term** is hereby amended by deleting the section in its entirety and inserting in place thereof a new Section 4.A as follows:

   "**A. Contract Term**

   This Contract shall commence at Contract execution and end September 30, 2014. The Contract may be extended for up to nine months at the sole discretion of EOHHS upon terms agreed to by the parties. Continuation of the Contract beyond the Contract term is subject to future legislative appropriations, continued legislative authorization, and EOHHS's determination of satisfactory performance."

City of Springfield

ADOPTED

Meeting: 05/19/14 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2617

Donation of Goods - Home Depot Foundation (Mayor Sarno)

WHEREAS, the Home Depot Foundation has offered to donate plants, flowers, and mulch valued at approximately $3,400.00 to the City of Springfield, to be used by the Parks Department ("Department"); and

WHEREAS, the Department plans to use the materials to enhance and beautify the Forest Park Library Reading Garden; and

WHEREAS, Mayor Domenic J. Sarno supports and approves the acceptance of this gift from the Home Depot Foundation;

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, Sec. 53A 1/2, that the City Council hereby accepts the donation of the plants, flowers, and mulch form the Home Depot Foundation on behalf of the City, and authorizes the Department to use the gift, without specific appropriation.

RESULT:	**PASSED BY VOICE VOTE**

FOUNDATION TEAM DEPOT
★ Doing More for Veterans ★

PARTNER REQUEST FORM

STORE AND NONPROFIT RESPONSIBILITIES TO REQUEST A GRANT

Team Depot Captain...

1. Complete this Team Depot Partner Request Form in its entirety.
2. Email Team Depot Partner Request Form and Store Quote to your nonprofit partner.
3. Tell them they will need to attach these documents to their online application.
4. Direct nonprofit to complete the online application listed below.

Nonprofit Partner...

First, thank you for partnering with our Store to complete this project. To request a Team Depot Grant from The Home Depot Foundation in conjunction with your Store partner:

1. Click on this link to start a NEW application: www.homedepotfoundation.org/page/teamdepotapplication
2. Use the Team Depot Partner Request Form and Store Quote to help you complete the application.
3. Document checklist (to be uploaded):
   - Team Depot Partner Request Form
   - Store Quote (provided by Team Depot Captain)
   - FEDERAL 501c3 or W9 showing FEDERAL Tax ID (9 digit number)
   - Proof of Volunteer Insurance

STORE INFORMATION

Division: Northern **Region:** New Eng **District#:** 123 **Store #:** 2678

Store Manager: Jose Ovelheiro **District Manager:** William Rodgers

District Community Captain: Michele **Team Depot Store Captain:** Crystal Landrie

Store Address: *(mailing)* **Street** 2001 Boston Rd **City** Wilbraham **State** MA **Zip** 01095

By providing this form to the nonprofit partner in order to submit a full application, you agree that this project falls within the guidelines of a Team Depot Project and that, if funded, you will carry out the expected outcomes as detailed on this application. **Your signatures below do not guarantee funding.**

Team Depot Captain (signature) Crystal Landrie **Date** 05/06/2014

Store Manager (signature) Jose Ovelheiro **Date** 05/06/2014

QUICK TIPS

Team Depot Captain...

- We recommend completing the Team Depot Partner Request Form with the fillable pdf rather than printing. Then, you can send your nonprofit partner an electronic copy of the form to submit with their online application.
- Please send the store quote to your nonprofit partner in an email as well.

Nonprofit Partner...

- Nonprofit and/or homeowner is required to secure permits for project tasks as applicable.

FOUNDATION TEAM DEPOT
★ Doing More for Veterans ★

PARTNER REQUEST FORM

STORE INFORMATION

Requestor's Name, Position & Store Dept: Crystal Landrie, ASDS, 095

Team Depot Captain? ☑ Yes ☐ No **Phone Number:** (413)543-8100 ext 077

Requestor's Email Address: crystal_j_landrie@homedepot.com

Requested Funding Amount $ *(attach store quote)* 3400.00

Requesting $10,000 or above? ☐ Check here to indicate that your REGIONAL Community Captain is aware of this project.

Requesting $20,000 or above? ☐ Check here to indicate that your DIVISIONAL Community Captain is aware of this project.

NONPROFIT PARTNER INFORMATION

Organization Name: City of Springfield Parks Department **Phone Number:** (413)886-5183

Primary Contact Name: Michael Tully **Title:** Senior Parks Project Manag

Primary Contact Email Address: *(required)* mtully@springfieldcityhall.com

Website: *(If there is not an organizational website, state None)* springfield-ma.gov

Mailing Address: Street 200 Trafton Rd City Springfield State MA Zip 01108

PROJECT INFORMATION

Project Title: Forest Park Library

Will this be a district project? ☐ Yes ☑ No **List Stores involved:**

Date of project *(Projects without a date or listed as TBD, ASAP, etc. will not be considered)* May 16, 2014

Will a prep day be needed? ☐ Yes ☑ No If yes, when?

Project start time: 8:00am **Project end time:** 12:00pm

Complete project site address (and metro area): Forest Park

Street 89 Longhill Rd **City** Springfield **State** MA **Zip** 01108

Follow-up project date, if needed: n/a

Will this project benefit one or more veterans? ☑ Yes ☐ No If yes, how many? multiple

Which are you working on? *(check all that apply)*

- ☐ An individual home (single-family detached)
- ☐ Movable dwelling (mobile home, etc.)
- ☐ VA Hospital
- ☐ A Veterans Memorial
- ☐ Housing facility (permanent or transitional)
- ☐ Semi-detached dwelling (multi-family, duplex, etc.)
- ☐ VFW/American Legion/DAV
- ☑ Other specify: A Public Park

Total number of Home Depot volunteers: 15 **How many Home Depot volunteers are veterans:** 2

Total number of community volunteers: 0 **How many community volunteers are veterans:** 0

ALL FIELDS MUST BE COMPLETED TO BE CONSIDERED FOR APPROVAL

FOUNDATION TEAM DEPOT

★ Doing More for Veterans ★

PROJECT BACKGROUND INFORMATION

How did the store get involved in this project?

Michael Tully reached out to us a year ago asking if we may be able to help with a project they were working on. They had a meeting in our Wilbraham store with myself and the SASM Lou Courteau. We have been working will Mr. Tully for a year on this project. They are putting in a library in the park and was hoping that we could help out with the landscaping around the library.

Veteran/Chapter/Post Bio (If this project is for an individual veteran, please include his/her name, age, branch of service, years of service, conflicts served, and family situation. If this project is for a facility, please include founding year, # of members, services provided to veterans, etc.)

This is a public park. There are multiple veterans and their families that are able to take advantage of everything the park offers.

Describe in detail how the changes being made to the home/facility will transform the veteran's daily life or directly impact the veterans served by the organization. Please be specific.

The project we will be working on is a library. Forest Park added a library and we will be doing all the landscaping around the library. Veterans as well as anyone else will be able to sit inside as well as outside and enjoy the beautiful nature. It will make a very peaceful and serene place for anyone who would like a quiet area to read or just relax!

MEDIA INFORMATION

What community newspapers cover the project's City/County/Neighborhood? N/A

Are there any special invited guests? *(dignitaries, politicians, VIPs, Home Depot Leadership)* ☐ Yes ☑ No

If yes, WHO? N/A

THE HOME DEPOT FOUNDATION | TEAM DEPOT
★ Doing More for Veterans ★

Please complete this detailed scope of work. Include dimensions where applicable. Each project listed is subject to approval by The Home Depot Foundation and should not be committed or promised to homeowner, facility or nonprofit.

EXTERIOR	Project Improvements (Ex: Paint, Install, or Build)	# of Vol.
Painting		
Siding		
Doors		
Windows		
Walkways		

LANDSCAPING / OUTDOOR SPACE	Project Improvements (Ex: Paint, Install, or Build)	# of Vol.
Irrigation		
Paving		
Plants	Putting in multiple plants	
Sod	Putting down Mulch	
Fence		

KITCHEN	(Ex: Paint, Install, or Build)	# of Vol.
Cabinets		
Ceiling		
Countertops		
Doors		
Flooring		
Lighting		
Walls		
Windows		

DINING ROOM	(Ex: Paint, Install, or Build)	# of Vol.
Cabinets		
Ceiling		
Doors		
Flooring		
Lighting		
Walls		
Windows		

LIVING ROOM	(Ex: Paint, Install, or Build)	# of Vol.
Cabinets		
Ceiling		
Doors		
Flooring		
Lighting		
Walls		
Windows		

HALLWAYS	(Ex: Paint, Install, or Build)	# of Vol.
Cabinets		
Ceiling		
Doors		
Flooring		
Lighting		
Walls		
Windows		

BATHROOM 1 *(NAME)*	(Ex: Paint, Install, or Build)	# of Vol.
Cabinets		
Ceiling		
Doors		
Flooring		
Lighting		
Toilet		
Sink		
Tub		
Shower		
Vanity		
Walls		
Windows		

BATHROOM 2 *(NAME)*	(Ex: Paint, Install, or Build)	# of Vol.
Cabinets		
Ceiling		
Doors		
Flooring		
Lighting		
Toilet		
Sink		
Tub		
Shower		
Vanity		
Walls		
Windows		

FOUNDATION TEAM DEPOT

★ Doing More for Veterans ★

ROOM 1 *(NAME)*	Project Improvements *(Ex: Paint, Install, or Build)*	# of Vol.	ROOM 2 *(NAME)*	Project Improvements *(Ex: Paint, Install, or Build)*	# of Vol.
Cabinets			Cabinets		
Ceiling			Ceiling		
Closet			Closet		
Closet Doors			Closet Doors		
Door			Door		
Flooring			Flooring		
Lighting			Lighting		
Walls			Walls		
Windows			Windows		

ROOM 3 *(NAME)*	Project Improvements *(Ex: Paint, Install, or Build)*	# of Vol.	ROOM 4 *(NAME)*	Project Improvements *(Ex: Paint, Install, or Build)*	# of Vol.
Cabinets/Shelving			Cabinets/Shelving		
Ceiling			Ceiling		
Closet			Closet		
Closet Doors			Closet Doors		
Door			Door		
Flooring			Flooring		
Lighting			Lighting		
Walls			Walls		
Windows			Windows		

GARAGE	*(Ex: Paint, Install, or Build)*	# of Vol.	OTHER	*(Ex: Paint, Install, or Build)*	# of Vol.
Cabinets/Shelving					
Ceiling					
Drywall					
Garage Door					
Flooring					
Lighting					
Walls					
Windows					

VENDOR PARTICIPATION

If you have received a donation products or services from a particular vendor, please list company, quantity of product, and value.

N/A

If vendors are volunteering on this project, please list company and # of volunteers.

01108

FOR QUESTIONS OR ADDITIONAL PROJECT SUPPORT, PLEASE CONTACT YOUR FOUNDATION FIELD TEAM:

NORTHERN DIVISION
Courtney Smith, Specialist
courtney_smith@homedepot.com
Phone: 770.433.8211 ext. 83409

SOUTHERN DIVISION
Valerie Cox, Specialist
valerie_cox@homedepot.com
Phone: 770.384.4191

WESTERN DIVISION
Sherry Caraway, Project Manager
sherry_caraway@homedepot.com
Phone: 714.940.3542

Kathleen T. Breck
Deputy City Solicitor

Law Department
36 Court Street, Room 210
Springfield, MA 01103
Office: (413) 787-6085
Direct Dial: (413) 787-6179
Fax: (413) 787-6173
Email: kbreck@springfieldcityhall.com

THE CITY OF SPRINGFIELD, MASSACHUSETTS

BY EMAIL to crystal_j_landrie@homedepot.com

May 8, 2014

Ms. Crystal Landrie
Home Depot of Wilbraham
2001 Boston Road
Wilbraham, MA 01095

Re: City of Springfield - Self-Insurance Letter for Springfield Park Department

Dear Ms. Landrie:

This letter is provided to Home Depot of Wilbraham, in lieu of an insurance certificate, in connection with an upcoming event known as "*Forest Park Reading Garden Volunteer Day*", currently scheduled for May 16, 2014, from 8am to noon at the Forest Park Library in Springfield. Home Depot of Wilbraham has generously donated $3,400.00 worth of plants and mulch for the project. In addition, several Home Depot employees, members of the community, and employees from the City's Park Department, will be installing the plants and mulch at the library

This letter will confirm that the City of Springfield, Massachusetts is a self-insured municipal corporation. The City has assets with which to cover claims, within its statutory limits, for personal injury and/or property damage which may be determined to be the City's responsibility under applicable law. This self-insured status extends to the Springfield Park Department, which is a City department.

In addition, the City agrees to hold Home Depot of Wilbraham harmless from claims for personal injury or property damage resulting from the installation of the plants and mulch at the Forest Park Library by Home Depot employees as part of this project.

Please feel free to contact me at 787-6179 or by email at kbreck@springfieldcityhall.com if you have any questions regarding this letter.

Sincerely,

Kathleen T. Breck

Kathleen T. Breck
Deputy City Solicitor

Cc: Mike Tully, City of Springfield Park Dept.

QUOTE

Store 2678 E SPRINGFIELD
2001 BOSTON ROAD
WILBRAHAM, MA 01095

Phone: (413) 543-8100
Salesperson: CJL665
Reviewer:

QUOTE

2014-05-08 11:13

Prices Valid Thru: 05/15/2014

SOLD TO

Name	**TULLEY MIKE**	Home Phone	**(413) 886-5183**
Address	SPRINGFIELD PARKS DEPT	Work Phone	(413) 265-6411
		Company Name	
City	SPRINGFIELD	Job Description	FOREST PARK TEAM DEPOT
State	MA	Zip 01104	County HAMPDEN

CUSTOMER PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W09 SKU # 0000-515-664 Customer Pickup / Will Call

STOCK MERCHANDISE TO BE PICKED UP:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R01	0000-778-131	20.00	EA	HYDRANGEA #5 /	A	Y	$29.98	$599.60
R02	0000-810-436	20.00	EA	AZALEA ASSORTED #3 /	A	Y	$22.98	$459.60
R03	0000-235-807	15.00	EA	ILEX HELLERI #3 /	A	Y	$22.98	$344.70
R04	0000-232-429	15.00	EA	ILEX COMPACTA #3 /	A	Y	$22.98	$344.70
R05	0000-224-663	15.00	EA	ILEX BURFORDI NANA #3 /	A	Y	$22.98	$344.70
R06	0000-598-741	14.00	EA	ERICA HEATHER #2 CLINTON CT /	A	Y	$16.98	$237.72
R07	1000-038-494	12.00	EA	RHODODENDRON SMLF PJM #5 /	A	Y	$39.98	$479.76
R08	0000-917-977	75.00	EA	2 CU FT SCOTTS NATSCPS ADV RED MULCH /	A	Y	$4.97	$372.75

SCHEDULED PICKUP DATE: 05/16/2014

MERCHANDISE TOTAL: $3,183.53

END OF CUSTOMER PICKUP - REF #W09

NOT VALID FOR MERCHANDISE CARRY OUT

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)

 No. 2678-314389 Customer Copy

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):
A: 90 DAYS DEFAULT POLICY••;

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

ORDER TOTAL	$3,183.
SALES TAX	$198.
TOTAL	$3,382.50
BALANCE DUE	$3,382.50

END OF ORDER No. 2678-314389

TERMS AND CONDITIONS

WILL CALL

Will Call items will be held in the store for 7 days. For Will Call merchandise pick up, proceed to Will Call/Service Desk area(Pro Customers, proceed to the Pro Desk).

Returns: A 15% restocking fee applies to the return of regular special orders, i.e., special orders merchandise that is not custom made. Special orders that are custom uniquely designed or fitted to accommodate the requirements of a particular space or environment (some examples are cabinetry, countertops, floor and wall coverings, and window treatments) are non-returnable. Exceptions: Cancellations made by midnight on the third business day after the date of Your purchase; merchandise incorrectly ordered by Home Depot or by Professional; or merchandise damaged beyond repair in delivery or by Professional. Unless otherwise specified in this Agreement, all returns must be made within Home Depot's posted time frame.

Form ST-5
Sales Tax Exempt Purchaser Certificate

Rev. 8/00
Massachusetts Department of Revenue

Part 1. Exempt taxpayer information
To be completed by exempt government or 501(c)(3) organization.

Name Park Department - City of Springfield MA
Address 200 Trafton Road
City Springfield State MA Zip 01108
Exemption number E 046 001 415
Issue date 1-4-89 Certificate expires on (date) None

Certification is hereby made that the organization named above is an exempt purchaser under Massachusetts General Laws, Chapter 64H, sections 6(d) or 6(e). All purchases of tangible personal property or services by this organization are exempt from taxation under said chapter to the extent that such property or services are used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation.

Signature Walter Kozak Title Park Accountant Date

Warning: Willful misuse of this certificate may result in criminal tax evasion sanctions of up to one year in prison and $10,000 ($50,000 for corporations) in fines.

AUG. 3 '98 11:44AM CITY OF SPFLD 4137876182

ST-2

CERTIFICATE OF EXEMPTION 4137876182

...ification is hereby made that the organization herein named is an exempt purchaser under General Laws, Chapter 64H, Sections 6(d) ... All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that ... property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt ...nization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. ... misuse of this Certificate of Exemption is subject to criminal sanctions of up to 1 year in prison and $10,000 ($50,000 for ...orations) in fines. (See reverse side).

CITY OF SPRINGFIELD
36 COURT STREET
SPRINGFIELD MA 01103

ASSIGNABLE OR TRANSFERABLE

EXEMPTION NUMBER E 046-001-415
ISSUE DATE 01/04/89
CERTIFICATE EXPIRES ON NONE

COMMISSIONER OF REVENUE
STEPHEN W. KIDDER

☐ 501(c)(3) organization (parochial ...)

Signature Title

Part 3. Vendor information

Signature Title Date

Check applicable box:

☐ Single purchase certificate (attach detailed receipts or complete Part 4, on reverse)

☐ Blanket certificate

This form is approved by the Commissioner of Revenue and may be reproduced.

Attachment: mtully_home_depot_grant (2617 : Donation of Goods - Home Depot Foundation)

WMECO Settlement Proceeds - $1,334,560.09 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield, appropriations in the amount of $1,334,560.00 as itemized below are hereby voted from the following sources, pursuant to Massachusetts General Laws Chapter 44, Section 32, Chapter 44 Section 53 and Chapter 468 of the Acts of 2008, and the recommendation of his Honor the Mayor.

WHEREAS, recently the City of Springfield received a partial settlement of $1,334,560.00 from Western Massachusetts Electric Company (WMECO) for incorrect billing in the Street Light Accounts.

WHEREAS, the City of Springfield intends to use the proceeds of this settlement to supplement the Pay as You Go Capital Fund for the FY15 budget; and

WHEREAS, after reviewing this order, the 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 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.

IT IS FURTHER ORDERED, that the City Council approves the Appropriations as itemized below to meet the expenses of the City of Springfield.

SOURCES

3417-10-133-0000-0000-0000-000000-0000000-483500 Proceeds from WMECO Partial Settlement	$1,334,560.09
TOTAL:	**$1,334,560.09**

USES

3417-10-133-0000-0000-0000-000000-0000000-580600 Capital Outlay - Machinery & Equipment	$1,334,560.09
TOTAL:	**$1,334,560.09**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Clodo Concepcion, Ward 5 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance

To: Springfield City Council

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

Date: May 19, 2014

Re: Order for Council Meeting – 5/19/14

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the May 19, 2014 Council meeting, which authorizes the Finance Department to appropriate settlement funds to a capital outlay account to meet the expenses of the City of Springfield.

Background: In December 2013, the City of Springfield accepted a partial settlement from Western Mass Electric Company ("WMECO") in the amount of $1,334,560.09. While still negotiating further settlements, these funds have been accepted and deposited. This disbursement resulted from the City's request for a refund regarding streetlight charges incorrectly processed by WMECO.

This revenue was not included in estimates for the FY14 budget and therefore is available to be appropriated in FY15 for capital purposes. Moving these funds to a capital account allows the City to be in accordance with Ch.4.44.050, fully funding the Pay-as-you-go capital account at 1.5% of local source revenue.

In addition, this funding will be used to strategically address the budget deficit for FY15—avoiding further cuts and service reductions.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the 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

ADOPTED

Meeting: 05/19/14 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2613

Snow & Ice Budget Transfer - $527,598.00 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2013 and ending June 30, 2014 (FY'14), pursuant to Mass. Gen. Laws ch. 44 , Section 33B, 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 to transfer the sum of $527,598.00 from the Comptroller's Office Salary & Position Adjustments line item to the Streets & Engineering Snow and Ice Division Hired Equipment line item in order to fund 2013/2014 winter storm cleanup costs, and;

WHEREAS, the Comptroller's Office, 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 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 $527,598.00 from the Comptroller's Office - Salary & Position Adjustments to the Streets & Engineering (Snow and Ice) - Hired Equipment in order to fund 2013/2014 winter storm cleanup costs, and meet the expenses of the City of Springfield for Fiscal Year 2014.

From: Comptroller's Office - Salary & Position Adjustments

0100-10-135-0000-0000-0010-000000-0000000-578300 - $527,598.00

To: Streets & Engineering (Snow and Ice) - Hired Equipment

0100-40-400-4230-4231-0090-000000-0000000-531710 - $527,598.00

FINANCIAL IMPACT:

$527,598.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Timothy J. Rooke, At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

City of Springfield
36 Court Street
Springfield, MA 01103

Office of Management and Budget

To: Springfield City Council

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

Date: May 13, 2014

Re: Order for Council Meeting – May 19, 2014

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the May 19, 2014 Council meeting which transfers $527,598.00 from Comptroller's Office Salary & Position Adjustments line item to the Streets & Engineering Snow and Ice Division Hired Equipment line item in order to fund 2013/2014 winter storm cleanup costs.

Background: The Snow and Ice Division within the Streets & Engineering Department (DPW), has overspent its current year budget by responding to the winter storms of 2013 and 2014; and without receiving any direct reimbursement from the Commonwealth of Massachusetts, is currently running a deficit of $577,598.00. Of this amount, $50,000 is available in FY14 departmental personal services savings (including workers' compensation savings and attrition), and $527,598.00 has been identified as available in the Comptroller's Office Salary & Position Adjustments line item. This transfer will balance the division's budget for the remainder of Fiscal Year 2014.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the 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

ADOPTED

Meeting: 05/19/14 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2627

Budget Transfer Across Departments - $50,000 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2013 and ending June 30, 2014 (FY'14), pursuant to Mass. Gen. Laws Ch. 44 , Section 33B, 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 to transfer the sum of $50,000 from various Parks Department Personal Services accounts to PAY-GO Capital - Parks Department in order to fund a local grant match; and

WHEREAS, Executive Director of Parks, Building, and Recreation Management, 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 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 $50,000 from various Parks Department Personal Services accounts to PAY-GO Capital - Parks Department in order to fund a local grant match.

From:

Recreation - Summer Help
0100-60-630-6300-0000-0000-000000-0000000-504000- **$10,000.00**

Cyr Arena - Temporary Salaries
0100-60-630-6310-0000-1210-000000-0000000-503000- **$3,500.00**

Cyr Arena - Holiday
0100-60-630-6310-0000-1210-000000-0000000-505000- **$7,000.00**

Cyr Arena - Shift Differential
0100-60-630-6310-0000-1210-000000-0000000-508000- **$3,000.00**

Franconia - Temporary Salaries
0100-60-630-6340-0000-1510-000000-0000000-503000- **$6,500.00**

Forestry - Salaries & Wages
0100-60-630-6330-0000-0000-000000-0000000-501000- **$20,000.00**

To:

PAYGO Capital - Parks Department
3416-60-630-0000-0000-0000-000000-0000000-584000- $50,000.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Kateri B. Walsh, Vice President - At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration and Finance

To: **Springfield City Council**

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

Date: **May 19, 2014**

Re: **Order for Council Meeting – 5/19/14**

Cc: **Mayor Sarno**

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the May 19, 2014 Council meeting, which authorizes the Springfield Parks Department to transfer funds from the Department to PAY-Go Capital to fund a required grant match.

Background: The Parks Department has been awarded a grant in the amount of $200,000 from the Executive Office of Energy and Environmental Affairs (EEA) Our Common Backyards program. This grant will fund the construction of a splash pad at the Thomas M. Balliet Elementary School. Since the grant is funded from the EEA's FY15 appropriation, formal acceptance of the grant award from the EEA will be on the City Council's July 21, 2014 agenda.

The Parks Department was able to identify funding within their Fiscal Year 2014 budget that will provide the required local match of $50,000. Due to a delay in hiring a number of vacant positions, funding is available in a number of personal services line items throughout their various programs: Salaries & Wages, Summer Help, Temporary Salaries, Holiday, and Shift Differential.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the 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.

The Commonwealth of Massachusetts

Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Deval L. Patrick
GOVERNOR

Richard K. Sullivan, Jr.
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1181

April 11, 2014

Laura Walsh
Department of Parks, Buildings and Recreation Management
200 Trafton Road
Springfield, MA 001108

Survey work for splash pad
$7,000

Re: Balliet Park

Dear Ms. Walsh:

I am pleased to officially confirm that the Balliet Park project has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive up to $200,000 in state Our Common Backyards assistance. You will be working with Melissa Cryan of my staff on this project. She can be reached at (617) 626-1171 or melissa.cryan@state.ma.us.

Be advised that the sum of $200,000 will be encumbered in FY15, which begins on July 1, 2014. All construction work must be completed and closed out by December 31, 2014. While the project must be completed by December 31, 2014, the city may submit its reimbursement no later than March 2, 2015.

Next Steps

1. Execute the **Project Agreements**. Enclosed are two copies of the Project Agreement to be signed by your Chief Executive Officer and a majority of the Park Commission members. Review the agreement carefully to be sure that the project has been correctly described and contact Melissa immediately if any changes or updates need to be made. If the document is correct, please have both signed and return both originals to Melissa for signature by EEA. One original will be returned to you to record at the Registry of Deeds, and to be copied for your audit file.
2. Execute a **State Standard Contract**. This document allows our fiscal department to establish an account for your project. No reimbursement request can be honored unless the State Standard Contract, including the **Contractor Authorized Signatory Listing**, which is also enclosed, are signed and returned to our office. This form should be signed by whoever signed the contract. Be sure to fill out both sides of the document. Only two names should appear on this document – the signatory and the notary. A sample form has been enclosed – please review it closely so that your form is filled out correctly.
3. **City council vote** approving the submission of the grant application, appropriation of 100% of the total project cost, and statement of the land's dedication to park and recreation purposes is taken. Please have Melissa review the language before the vote is taken. The contract cannot be signed until this vote is taken. Make sure that the vote references Our Common Backyards, not PARC (it currently does).
4. The **property deed** and **authority to apply** are submitted.
5. Provide **an updated project schedule** covering the period from the contract signature date to project completion (no later than December 31, 2014).

Reimbursement Procedures

Once the city has completed the park construction, it may submit for reimbursement up to $200,000 , which is the city's grant award amount. Reimbursement request documentation will be provided once the contract has been signed. Please note that we can only reimburse the city for costs incurred after the State Standard Contract has been signed and before it has expired.

Reimbursement will be contingent upon satisfying the following conditions:

1. A copy of the **Project Agreement**, which has been recorded at the Registry of Deeds (along with the city council vote for the project) and a marginal notation entered on the deed to the property, is provided to Melissa.
2. Copies of invoices and canceled checks are provided.

Legally Protected Recreation Land – Springfield's Commitment

Please remember that according to Article 97 of the Massachusetts General Laws, acceptance of the state grant requires that this site remain open to the general public and prohibits any other use other than public outdoor recreation.

If you have any questions in regards to the execution of the grant contract or anything else, feel free to be in touch with Melissa.

Sincerely,

Robert O'Connor

Robert O'Connor
Director

enc.

City of Springfield

ADOPTED

Meeting: 05/19/14 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2623

Transfer Across Departments - SOLE Coll Barg Agreement - $36K (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2013 and ending June 30, 2014 (FY'14), pursuant to Mass. Gen. Laws Ch. 44, Section 33B, 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 to transfer the sum of $36,891.00 from the Comptroller's Salary and Position Adjustments line item to the Public Libraries - Salaries & Wages line item in order to fund retroactive pay increases associated with the Springfield Organization of Library Employees (SOLE) collective bargaining agreement, effective July 1, 2013; and

WHEREAS, the City Comptroller, Patrick Burns, 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 of the sum of $36,891.00 from the Comptroller's Salary and Position Adjustments line item to the Public Libraries - Salaries & Wages line item in order to fund retroactive pay increases associated with the Springfield Organization of Library Employees (SOLE) collective bargaining agreement, effective July 1, 2013.

From: Comptroller - Salary and Position Adjustments

0100-10-135-0000-0000-0010-000000-0000000-578300 $36,891.00

To: Public Libraries - Salaries & Wages

0100-60-610-6100-0000-0500-000000-0000000-501000 $36,891.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bud L. Williams, At-Large Councilor
SECONDER:	E. Henry Twiggs, Ward 4 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

City of Springfield, MA
And
Springfield Organization of Library Employees

Tentative Agreement

3-18-14

The above named parties agree that the below represents a tentative agreement and concludes all negotiations for a successor agreement to the 2011-2012 contract. The Union agrees that it will submit this tentative agreement for a ratification vote by the Union body. Upon a successful vote, the Employer agrees to submit this agreement to the Springfield City Council.

1. Duration-three (3) years July 1, 2012 through June 30, 2015
2. Art. 7 Wages- 2% increase effective and retroactive to July 1, 2013 for all employees on payroll on the effective date of the increase and at time of ratification by the Springfield City Council. 2% increase effective on July 1, 2014.
3. Art.7.6 add "The parties agree to complete a joint salary and classification (job description) study. The parties agree the study will be conducted between September 1, 2014 and December 31, 2014."
4. Art. 33.15 add "Direct Deposit. The employer reserves the right to pay all members of the bargaining unit through direct deposit. If the employer exercises this right the employer will give the affected employees and the Union two (2) weeks notice. Employees will be required to complete documentation and provide the employer with necessary account information to arrange for direct deposit. In the event that an employee does not have a bank account the employer reserves the right to pay the employee by crediting a debit card with the employees pay earned during the pay period."
5. Art.33.14 add "Bi-Weekly payroll**.** The City may elect to switch to a two (2) week payroll and shall provide the Union and employees with 90 days notice prior to making the change."
6. Art. 24.7 add "Employees hired after July 1, 2014 shall accrue sick leave at the rate of one (1) day per month of completed service. Part-time employees hired after July 1, 2014 who are regularly scheduled to work 30 hours per week, but less than 37.5 hours per week, will have this rate pro-rated."
7. Art.26.3 replace existing language with "The Employer will hire the best qualified internal candidate for vacant promotional opportunities. In the event that the Employer does not find a qualified candidate, the Employer will look at external candidates."
8. Art.7.5 increase clothing allowance to $150 effective 7-1-14.
9. Art.31.7 add "In emergency conditions, the employer may declare, at its sole discretion, that non-essential personnel may not have to report to work. The employer shall determine which employees are non-essential. The parties understand that due to the nature of said emergency, the determination of whether or not a position is non-essential may be changed by the employer. Employees who are determined to be non-essential in a given emergency will not be required to report to work and will receive their regular compensation for that day. Employees must contact their supervisor to determine their

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status unless their supervisor has already declared their position an essential one. (The parties agree that the Maintenance Supervisor classification is an essential position, but that at the Employer's discretion, the Maintenance Supervisor(s) may not be called in to work during inclement weather."

10. Art. 31.18 Add "Residency-The parties agree that all employees hired on or after July 1, 2014 are subject to the City ordinances regarding residency as revised and amended."
11. Art.20.2 delete
12. Art. 24.8 add "Sick Leave Abuse. Both the City and the Union agree that sick leave abuse will not be tolerated. Sick leave is not to be used for, or to extend, vacations; it is not to be taken in patterns of time off nor is it to be used when an employee (or family member as defined in section 4) is not ill. The City shall initiate disciplinary action for employees engaged in sick leave abuse. If an employee uses sick leave for purposes other than legitimate illness or injury, the employee may, at the City's discretion, be subject to discipline up to and including discharge."
13. Art. 24.2 delete "Fifteen Dollars ($15)" and replace with "Thirty Dollars ($30)"
14. Appendix B-part-time hourly rates of pay shall be the equivalent of the full time hourly rates of pay, effective and retroactive to July 1, 2013 for all employees on payroll at time of the effective date and ratification by the Springfield City Council.
15. Art. 24.1 delete last sentence
Art.13.7 add "Employees who have completed 22 years of service with the Department shall be entitled to a total of four (4) personal days annually."
16. All previous tentative agreements.

FOR THE CITY	FOR THE UNION
______________________	______________________
______________________	______________________
______________________	______________________
______________ DATE	______________ DATE

City of Springfield, MA
And
Springfield Organization of Library Employees

Tentative Agreements

April 3, 2013

The above referenced parties reached the following tentative agreement during their mediation session of April 3, 2013:

1. Agreement clause-page 1 delete "professional" in second paragraph and replace with "administrative and clerical"
2. Art.2.1 change "Law Department" to "Human Resources and Labor Relations Department"
3. Art.3.1 change "authorized" to "authorize" in 2 instances and change "and" to "any" in 3d sentence on withholding form.
4. Art.7.3.A last sentence change 'interrupted" to "uninterrupted"
5. Art.7.3.B last sentence change 'interrupted" to "if uninterrupted"
6. Art.13.2 last paragraph, last sentence add 'to" before "be"
7. Art.13.3 delete first paragraph
8. Art.13.6 change "given" to "giving"
9. Art.15.3 change "Law" to "Human Resources and Labor Relations"
10. Art.15.4 change "office of the mayor" to "Human Resources and Labor Relations Department"
11. Art.15.8 change "Law" to "Human Resources and Labor Relations"
12. Art.15.10 delete "I" after "6"
13. Art.23.1 2d sentence delete "be"
14. Art.26.7 delete "60" and replace with "30".
15. Art.34.13 delete "Springfield Finance Control Board" and replace with "City".
16. Art.35.1 replace "Trustees" with "City Council"
17. Signature page update signatories and delete references to SFCB.

By their signatures below the parties acknowledge that these are tentative agreements subject to reaching a complete agreement.

FOR THE CITY	Nancy Lee Acting President FOR THE UNION
11-6-13 DATE	11/6/13 DATE

CITY OF SPRINGFIELD, MASSACHUSETTS
HUMAN RESOURCES AND LABOR RELATIONS
36 Court Street, Room 005
Springfield, MA 01103
413-787-6068

May 12, 2014

To the Springfield City Council

Please be advised that this department has received confirmation from the representative of **Springfield Organization of Library Employees (SOLE)**, that this bargaining unit has ratified a new collective bargaining agreement for the time period of July 1, 2012 to June 30, 2015 with the City of Springfield.

We hereby submit to you this report for approval by the City Council which would reflect the following wage increases in **SOLEs wage scale.**

Wages Increases:	Effective July 1, 2012	Zero percent (0%)
	Effective July 1, 2013	Two percent (2%)
	Effective July 1, 2014	Two percent (2%)

Please note that the parties also agreed on the following language.

Article 31.18 - "Residency- The parties agree that all employees hired by the City after July 1, 2014 are subject to the City ordinances regarding residency as revised and amended."

A financial order reflecting the cost of the of the wage increase for this fiscal year FY-2014 is attached.

In accordance with the Acts of 656 of 1989, the Chief Financial Officer must give in writing his opinion relative to the financial impact of the agreement on the existing level of municipal services.

If any other questions exist please feel free to contact this office.

Sincerely,

William E. Mahoney
Director of Human Resources & Labor Relations
cc: Mayor Domenic J. Sarno
cc: T.J. Plante - CAFO
cc: Molly Fogarty, Library Director
cc: File

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration and Finance

To: **Springfield City Council**

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

Date: **May 19, 2014**

Re: **Order for Council Meeting – May 19, 2014**

Cc: **Mayor Sarno**

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the May 5, 2014 City Council meeting regarding the Collective Bargaining Agreement for the Springfield Organization of Library Employees (SOLE).

Background: After multiple bargaining sessions, the Springfield Organization of Library Employees (SOLE) bargaining unit has ratified a new collective bargaining agreement for the time period July 1, 2012 – June 30, 2015 with the City of Springfield. The parties agreed on a 0.0% wage increase in FY13 (7/1/12 – 6/30/13), a 2.0% wage increase in FY14 (7/1/13 – 6/30/14), and a 2.0% wage increase in FY15 (7/1/14 – 6/30/15).

In addition to the 2% increase for all employees in FY14, part-time employees are receiving an additional increase. In prior agreements, part-time employees were paid a lower equivalent hourly wage than full-time salaried employees. This new agreement provides that all employees earn the same hourly wage whether full-time or part-time.

The wage increase for FY14 is retroactive to July 1, 2013 and is estimated to cost $56,776. This amount is partially funded ($19,885) in the FY14 Adopted Budgets for the Springfield Public Libraries. The City Comptroller and I recommend that the remaining amount of $36,891 be transferred from the City Comptroller's Wage and Salary Adjustments line item.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the 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

ADOPTED

Meeting: 05/19/14 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2614 A

Five-Year Lease of Solid Waste Trucks (Mayor Sarno)

WHEREAS, Massachusetts General Laws chapter 30B, section 12(b) provides that the Chief
Procurement Officer may not award a contract for more than three (3) years without a majority vote of the governmental body; and

WHEREAS, the City is upgrading its fleet of Solid Waste vehicles to replace aging units which are causing maintenance costs to rise annually; and

WHEREAS, the City has issued a bid for new vehicles and will award the best possible price if a five-year lease term is utilized; and

WHEREAS, the length of a lease purchase over 5 years would cost approximately $250,000 per year with the first payment due in Fiscal Year 2015 and a lease of this term will have a lower annual cost however still fit within the useful life of the equipment which is over ten years; and

NOW THEREFORE BE IT ORDERED, pursuant to Mass. Gen. Laws ch. 30B, section 12(b), that the City Council approves the award of a five-year contract for the lease/purchase of four new Solid Waste vehicles.

RESULT:	**PASSED BY VOICE VOTE**

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: May 13, 2014

Re: Order for Council Meeting – May 19, 2014

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the May 19, 2014 Council meeting, which authorizes the award of a five-year lease/purchase of four (4), new, solid waste trucks by the Department of Public Works Solid Waste Division.

Background: Over the last few years, several solid waste vehicles have been taken out of service due to accidents and general disrepair. Maintenance costs continue to increase from $47,749.87 in FY12, to $64,224.15 in FY13, and $60,860.51 to-date in FY14. DPW estimates that without replacement, the repair of these ailing vehicles will become consistently more expensive.

After reviewing potential options, it was decided to go out to bid and pursue a lease/purchase agreement for four (4) new vehicles. Prior to the RFP process, however, it became clear that a five-year agreement would result in the lowest monthly cots to the City, (apx. $250,000) and this is the proper term to seek.

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

ADOPTED

Meeting: 05/19/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2612 A

Fire Gas Meter Lease > 3 Years (Mayor Sarno)

WHEREAS, Massachusetts General Laws chapter 30B, section 12(b) provides that the Chief Procurement Officer may not award a contract for more than three (3) years without a majority vote of the governmental body; and

WHEREAS, the Fire Department in an effort to update the current gas meter equipment to bring the equipment more in line with industry standards, Industrial Scientific Corporation has provided a four year lease to replace the current gas meter inventory with the latest technology; and

WHEREAS, the Department received three quotes for the gas meters and maintenance costs and Industrial Scientific Corporation was the lowest one; and

WHEREAS, the length of a lease purchase of 4 years would require no money down, and monthly payments of $358.30, for a total cost of $17,198.40 over the life of the lease, all repair costs are the responsibility of Industrial Scientific, once the four year lease period is over, the department can roll into another contract with the existing meters or upgrade to the latest technology with no start-up costs; and

NOW THEREFORE BE IT ORDERED, pursuant to Mass. Gen. Laws ch. 30B, section 12(b), that the City Council approves the award of a contract for lease purchase of the gas meters from Industrial Scientific Corporation four (4) years.

RESULT:	**PASSED BY VOICE VOTE**

Springfield Fire Department
605 Worthington Street
Springfield, MA 01105-1112
413-787-6411
413-787-6432 (FAX)

Glenn A. Guyer
Deputy of Operations

Over the past five years, the Springfield Fire Department has responded to an average of 250 calls per year requiring the use of our M-40 gas meters. At this time, we have five meters left in service, one is four years old, three are three years old, and one is two years old. All M-40 meters are out of warranty; when one fails, we send it out for repair and the turnaround time can be in excess of two weeks, with an average repair cost of over $1600. Each meter has four sensors with a cost of $250 each to replace. Over the past five years, we have spent in excess of $17,000 on the repairs of our current M-40 meters.

In an effort to update our gas meter equipment and bring them more in line with industry standards, Industrial Scientific Corporation has provided us with two options to replace our current gas meter inventory with the latest technology. Option one is an outright purchase of the eight Ventis MX-4 meters which we feel will satisfy our needs as well as the citizens of Springfield. This purchase will cost $18,664 which is inclusive of a **two year warranty period** and an estimate of any repairs needed for an additional two years. The second option is a four year lease; this plan will require no money down, and monthly payments of $358.30, for a total cost of $17,198.40 for four years. All repair costs are the responsibility of Industrial Scientific. The Ventis MX-4 meters are monitored remotely via the internet simply by installing the meter into a docking station. Any problems with the unit will be recognized and flagged, the meter will be taken out of service and another meter will be delivered to us within 24 hours. This will virtually eliminate any downtime and keep our inventory of meters available for use. Once the four year lease period is over, we can roll into another contract with the existing meters or upgrade to the latest technology with no start-up costs.

With technology advancing at a record pace, we believe the leasing option makes the most sense for our Department for several reasons: Minimal downtime, zero maintenance costs, quick repair turnaround, $1,456.60 in savings over four years, and the advantage of keeping pace with the latest technology available to us in order to keep the citizens of Springfield safe.

Thank you for your consideration of this proposal.

Glenn A. Guyer
Deputy of Operations

City of Springfield

ADOPTED

Meeting: 05/19/14 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2622 A

Collective Bargaining Agreement Ratification - SOLE (Mayor Sarno)

WHEREAS, the City's Labor Relations Director has received confirmation from a representative of the Springfield Organization of Library Employees - **SOLE** - that this bargaining unit has ratified a new collective bargaining agreement for the time period of July 1, 2012 through June 30, 2015; and

WHEREAS, the Labor Relations Department is requesting that the City Council approve the terms of the Collective Bargaining Agreement, which are described in a letter from the Labor Relations Director and Memorandum from the Chief Administrative and Financial Officer, which are attached hereto; and

WHEREAS, the Agreement includes wage increases effective July 1, 2012 of zero per cent (0%), and effective July 1, 2013 of two per cent (2%), and effective July 1, 2014 of two per cent (2%)and includes a requirement that all employees hired after July 1, 2014 are subject to the City ordinances regarding residency, as revised and amended; and

WHEREAS, the City's Office of Management and Budget has determined that the remaining funds in the Public Library's FY14 budget are insufficient for the retroactive wage increase in Fiscal Year 2014; and

WHEREAS, a separate appropriation order will be placed before the City Council to approve the transfer of funds to the Public Library's Salary and Wages line item; and

WHEREAS, the Chief Administrative and Financial Officer has certified that 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 amended by Section 1 of Chapter 468 of the Acts of 2008;

NOW THEREFORE, the City Council hereby approves the report of the Labor Relations Director regarding the ratification of the collective bargaining agreement between the City of Springfield and the Springfield Organization of Library Employees - **SOLE**, and the terms thereof, as described in the attached documents, for the time period of July 1, 2012 through June 30, 2015.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bud L. Williams, At-Large Councilor
SECONDER:	E. Henry Twiggs, Ward 4 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

City of Springfield, MA
And
Springfield Organization of Library Employees

Tentative Agreements

April 3, 2013

The above referenced parties reached the following tentative agreement during their mediation session of April 3, 2013:

1. Agreement clause-page 1 delete "professional" in second paragraph and replace with "administrative and clerical"
2. Art.2.1 change "Law Department" to "Human Resources and Labor Relations Department"
3. Art.3.1 change "authorized" to "authorize" in 2 instances and change "and" to "any" in 3d sentence on withholding form.
4. Art.7.3.A last sentence change 'interrupted" to "uninterrupted"
5. Art.7.3.B last sentence change 'interrupted" to "if uninterrupted"
6. Art.13.2 last paragraph, last sentence add 'to" before "be"
7. Art.13.3 delete first paragraph
8. Art.13.6 change "given" to "giving"
9. Art.15.3 change "Law" to "Human Resources and Labor Relations"
10. Art.15.4 change "office of the mayor" to "Human Resources and Labor Relations Department"
11. Art.15.8 change "Law" to "Human Resources and Labor Relations"
12. Art.15.10 delete "I" after "6"
13. Art.23.1 2d sentence delete "be"
14. Art.26.7 delete "60" and replace with "30".
15. Art.34.13 delete "Springfield Finance Control Board" and replace with "City".
16. Art.35.1 replace "Trustees" with "City Council"
17. Signature page update signatories and delete references to SFCB.

By their signatures below the parties acknowledge that these are tentative agreements subject to reaching a complete agreement.

	Nancy Lee, Acting President
FOR THE CITY	FOR THE UNION
11-6-13	11/6/13
DATE	DATE

City of Springfield, MA
And
Springfield Organization of Library Employees

Tentative Agreement

3-18-14

The above named parties agree that the below represents a tentative agreement and concludes all negotiations for a successor agreement to the 2011-2012 contract. The Union agrees that it will submit this tentative agreement for a ratification vote by the Union body. Upon a successful vote, the Employer agrees to submit this agreement to the Springfield City Council.

1. Duration-three (3) years July 1, 2012 through June 30, 2015
2. Art. 7 Wages- 2% increase effective and retroactive to July 1, 2013 for all employees on payroll on the effective date of the increase and at time of ratification by the Springfield City Council. 2% increase effective on July 1, 2014.
3. Art.7.6 add "The parties agree to complete a joint salary and classification (job description) study. The parties agree the study will be conducted between September 1, 2014 and December 31, 2014."
4. Art. 33.15 add "Direct Deposit. The employer reserves the right to pay all members of the bargaining unit through direct deposit. If the employer exercises this right the employer will give the affected employees and the Union two (2) weeks notice. Employees will be required to complete documentation and provide the employer with necessary account information to arrange for direct deposit. In the event that an employee does not have a bank account the employer reserves the right to pay the employee by crediting a debit card with the employees pay earned during the pay period."
5. Art.33.14 add "Bi-Weekly payroll**.** The City may elect to switch to a two (2) week payroll and shall provide the Union and employees with 90 days notice prior to making the change."
6. Art. 24.7 add "Employees hired after July 1, 2014 shall accrue sick leave at the rate of one (1) day per month of completed service. Part-time employees hired after July 1, 2014 who are regularly scheduled to work 30 hours per week, but less than 37.5 hours per week, will have this rate pro-rated."
7. Art.26.3 replace existing language with "The Employer will hire the best qualified internal candidate for vacant promotional opportunities. In the event that the Employer does not find a qualified candidate, the Employer will look at external candidates."
8. Art.7.5 increase clothing allowance to $150 effective 7-1-14.
9. Art.31.7 add "In emergency conditions, the employer may declare, at its sole discretion, that non-essential personnel may not have to report to work. The employer shall determine which employees are non-essential. The parties understand that due to the nature of said emergency, the determination of whether or not a position is non-essential may be changed by the employer. Employees who are determined to be non-essential in a given emergency will not be required to report to work and will receive their regular compensation for that day. Employees must contact their supervisor to determine their

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status unless their supervisor has already declared their position an essential one. (The parties agree that the Maintenance Supervisor classification is an essential position, but that at the Employer's discretion, the Maintenance Supervisor(s) may not be called in to work during inclement weather."

10. Art. 31.18 Add "Residency-The parties agree that all employees hired on or after July 1, 2014 are subject to the City ordinances regarding residency as revised and amended."
11. Art.20.2 delete
12. Art. 24.8 add "Sick Leave Abuse. Both the City and the Union agree that sick leave abuse will not be tolerated. Sick leave is not to be used for, or to extend, vacations; it is not to be taken in patterns of time off nor is it to be used when an employee (or family member as defined in section 4) is not ill. The City shall initiate disciplinary action for employees engaged in sick leave abuse. If an employee uses sick leave for purposes other than legitimate illness or injury, the employee may, at the City's discretion, be subject to discipline up to and including discharge."
13. Art. 24.2 delete "Fifteen Dollars ($15)" and replace with "Thirty Dollars ($30)"
14. Appendix B-part-time hourly rates of pay shall be the equivalent of the full time hourly rates of pay, effective and retroactive to July 1, 2013 for all employees on payroll at time of the effective date and ratification by the Springfield City Council.
15. Art. 24.1 delete last sentence

Art.13.7 add "Employees who have completed 22 years of service with the Department shall be entitled to a total of four (4) personal days annually."

16. All previous tentative agreements.

FOR THE CITY	FOR THE UNION
______________________	______________________
______________________	______________________
______________________	______________________
_______________ DATE	_______________ DATE

CITY OF SPRINGFIELD, MASSACHUSETTS
HUMAN RESOURCES AND LABOR RELATIONS
36 Court Street, Room 005
Springfield, MA 01103
413-787-6068

May 12, 2014

To the Springfield City Council

Please be advised that this department has received confirmation from the representative of **Springfield Organization of Library Employees (SOLE)**, that this bargaining unit has ratified a new collective bargaining agreement for the time period of July 1, 2012 to June 30, 2015 with the City of Springfield.

We hereby submit to you this report for approval by the City Council which would reflect the following wage increases in **SOLEs wage scale.**

Wages Increases:	Effective July 1, 2012	Zero percent (0%)
	Effective July 1, 2013	Two percent (2%)
	Effective July 1, 2014	Two percent (2%)

Please note that the parties also agreed on the following language.

Article 31.18 - "Residency- The parties agree that all employees hired by the City after July 1, 2014 are subject to the City ordinances regarding residency as revised and amended."

A financial order reflecting the cost of the of the wage increase for this fiscal year FY-2014 is attached.

In accordance with the Acts of 656 of 1989, the Chief Financial Officer must give in writing his opinion relative to the financial impact of the agreement on the existing level of municipal services.

If any other questions exist please feel free to contact this office.

Sincerely,

William E. Mahoney
Director of Human Resources & Labor Relations
cc: Mayor Domenic J. Sarno
cc: T.J. Plante - CAFO
cc: Molly Fogarty, Library Director
cc: File

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration and Finance

To: **Springfield City Council**

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

Date: **May 19, 2014**

Re: **Order for Council Meeting – May 19, 2014**

Cc: **Mayor Sarno**

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the May 5, 2014 City Council meeting regarding the Collective Bargaining Agreement for the Springfield Organization of Library Employees (SOLE).

Background: After multiple bargaining sessions, the Springfield Organization of Library Employees (SOLE) bargaining unit has ratified a new collective bargaining agreement for the time period July 1, 2012 – June 30, 2015 with the City of Springfield. The parties agreed on a 0.0% wage increase in FY13 (7/1/12 – 6/30/13), a 2.0% wage increase in FY14 (7/1/13 – 6/30/14), and a 2.0% wage increase in FY15 (7/1/14 – 6/30/15).

In addition to the 2% increase for all employees in FY14, part-time employees are receiving an additional increase. In prior agreements, part-time employees were paid a lower equivalent hourly wage than full-time salaried employees. This new agreement provides that all employees earn the same hourly wage whether full-time or part-time.

The wage increase for FY14 is retroactive to July 1, 2013 and is estimated to cost $56,776. This amount is partially funded ($19,885) in the FY14 Adopted Budgets for the Springfield Public Libraries. The City Comptroller and I recommend that the remaining amount of $36,891 be transferred from the City Comptroller's Wage and Salary Adjustments line item.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the 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
36 Court Street
Springfield, MA 01103

ADOPTED

ORDINANCE 2014-7

Meeting: 05/19/14 07:00 PM
Department: City Clerk
Category: Local Law
Prepared By: Wayman Lee
Initiator: Wayman Lee
Sponsors: President - Ward 2 Councilor Michael A. Fenton
DOC ID: 2604 A

Ordinance - Clerk Fees

ORD. NO ___________

AN ORDINANCE TO AMEND the Code of the City of Springfield, Chapter 67 thereof, entitled City Clerk, to change the fee for the certain copies.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD AS FOLLOWS:

Section 1. Section 67-3 of Chapter 110, City Clerk, of the Code of the City of Springfield, is hereby amended to change the fee of fifteen dollars ($15) to twenty dollars ($20), to read as follows:

§ 67-3(66). Enumeration of fees.

(66) For examining searching, or preparing records or papers relating to birth, marriage or deaths upon application of any person, the actual expense thereof, but not less than $20.00

Section 2. Section 67-3 of Chapter 110, City Clerk, of the Code of the City of Springfield, is hereby amended to change the fee of fifteen dollars ($15) to twenty dollars ($20), to read as follows:

§ 67-3(67). Enumeration of fees.

(67) For copying or receiving any manuscript or record pertaining to a birth, marriage or death per page $20.00

Section 3. Section 67-3 of Chapter 110, City Clerk, of the Code of the City of Springfield, is hereby amended to change the fee of fifteen dollars ($15) to twenty dollars ($20), to read as follows:

§ 67-3(80). Enumeration of fees.

(80) The fee for certification of any document no previous enumerated therefor $20.00

Section 4. Effective date:

This ordinance shall become effective on July 1, 2014.

Approved as to form:

____

Associate City Solicitor

HISTORY:

05/05/14 City Council FIRST STEP Next: 05/19/14

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kateri B. Walsh, Vice President - At-Large Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

City of Springfield
36 Court Street
Springfield, MA 01103

TABLED

ORDINANCE (ID # 2610)

Meeting: 05/19/14 07:00 PM
Department: Law
Category: General
Prepared By: Ryan J. Barry
Initiator: Ryan J. Barry
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2610

Amending Chapter 100 of the City Ordinances

AMENDING CHAPTER 100 OF THE REVISED ORDINANCES
OF THE CITY OF SPRINGFIELD

Be it ordained by the Springfield City Council that Chapter 100 of the Revised Ordinances of the City of Springfield is hereby amended by adding a Section 100-21 as follows:

§ 100-21 Payment Deadlines and Penalties

A. All fines, fees and penalties under this Chapter shall be due and payable thirty (30) days from the date printed on the bill or other notice.

B. If payment of a fine, fee or penalty is not made within thirty (30) days of the date printed on the bill or other notice, a late payment charge of twenty-five dollars ($25.00) shall be assessed for each individual fine, fee or penalty, regardless of whether they appear on the same or separate bills or other notices.

C. If payment of a fine, fee or penalty is not made within sixty (60) days of the date printed on the bill or other notice, interest at twelve percent (12%) per annum shall be assessed on all outstanding amounts, including the amount of late payment charges imposed under Section 100-21(B).

D. Fines, fees, penalties and associated late payment charges and interest under this Chapter shall be collected by the City Collector or his/her designated deputies.

E. Outstanding fees and associated late payment charges and interest shall become a municipal lien against the property associated with the permit, inspection or service in accordance with the provisions of M.G.L. c. 40 § 58; provided however, that this paragraph shall not apply where the entity that owes the fee rents the property associated with the permit, inspection or service from another.

This ordinance shall become effective immediately upon final passage.

Approved as to form:

____

Ryan J. Barry
Associate City Solicitor

AMENDING CHAPTER 100 OF THE REVISED ORDINANCES
OF THE CITY OF SPRINGFIELD

Be it ordained by the Springfield City Council that Chapter 100 of the Revised Ordinances of the City of Springfield is hereby amended by adding a Section 100-21 as follows:

§ 100-21 Payment Deadlines and Penalties

A. All fines, fees and penalties under this Chapter shall be due and payable thirty (30) days from the date printed on the bill or other notice.

B. If payment of a fine, fee or penalty is not made within thirty (30) days of the date printed on the bill or other notice, a late payment charge of twenty-five dollars ($25.00) shall be assessed for each individual fine, fee or penalty, regardless of whether they appear on the same or separate bills or other notices.

C. If payment of a fine, fee or penalty is not made within sixty (60) days of the date printed on the bill or other notice, interest at twelve percent (12%) per annum shall be assessed on all outstanding amounts, including the amount of late payment charges imposed under Section 100-21(B).

D. Fines, fees, penalties and associated late payment charges and interest under this Chapter shall be collected by the City Collector or his/her designated deputies.

E. Outstanding fees and associated late payment charges and interest shall become a municipal lien against the property associated with the permit, inspection or service in accordance with the provisions of M.G.L. c. 40 § 58; provided however, that this paragraph shall not apply where the entity that owes the fee rents the property associated with the permit, inspection or service from another.

This ordinance shall become effective immediately upon final passage.

Approved as to form:

Ryan J. Barry
Associate City Solicitor

City of Springfield
36 Court Street
Springfield, MA 01103

ADOPTED

RESOLUTION (ID # 2621)

Meeting: 05/19/14 07:00 PM
Department: City Council
Category: General
Prepared By: Susan Kacoyannakis
Initiator: Zaida Luna
Sponsors: Ward 1 Councilor Zaida Luna
DOC ID: 2621 A

Rev. William Torres Way

WHEREAS, the lives of many of the residents in Springfield's North End are better today because of the caring and effective leadership of Rev. William Torres, and

WHEREAS, Rev. Torres has served the Latino Community for over 48 years, and

WHEREAS, Rev. Torres and his wonderful work with the Pentecostal Christian Church has created a productive and safer neighborhood, and

WHEREAS, currently only two residential properties exist on Arch Street and both residents have signed a petition to support the name change,

WHEREAS, Rev. Torres improved the quality of life for so many and it would be a wonderful tribute to have a street named in his honor,

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council strongly urges the Streets and Engineering Department of the City of Springfield to rename Arch Street Rev. William Torres Way.

RESULT:	**PASSED BY VOICE VOTE**

City of Springfield
36 Court Street
Springfield, MA 01103

ADOPTED

RESOLUTION (ID # 2628)

Meeting: 05/19/14 07:00 PM
Department: City Council
Category: Council Request
Prepared By: Kelley Mickiewicz
Initiator: Kateri B. Walsh
Sponsors: Vice President - At-Large Councilor Kateri B. Walsh
DOC ID: 2628 C

Historical Commission Projects

WHEREAS, the Springfield City Council is strongly urging the Massachusetts State Historical Commission to release the funding for projects that have been waiting to be approved, and

WHEREAS, the following projects timeline are being pushed out because of concerns, the four projects are the Senior Center, ECOS, South End Community Center and the Police Auxiliary Building on 50 East Street, and

WHEREAS, these projects will have an impact on students, seniors and public safety, and

WHEREAS, the final release of funding for these projects will allow a better quality of life for the citizens of Springfield,

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council hereby respectfully requested and urges the Massachusetts State Historical Commission to release funding for these projects so that Springfield can continue to grow in a positive way.

RESULT:	**PASSED AS AMENDED**