CITY OF SPRINGFIELD

City Clerk's Office 5/27/2015 12:00:00 PM

Regular Meeting Agenda~

I hereby notify you that at twelve o'clock noon today the following items of business had been filed with this office and can be acted upon at the meeting in City Council Chambers, Room 200 at City Hall, 36 Court Street **Monday** evening **June 1, 2015** at 07:00 PM according to Section 12, Rules and Orders of the City Council.

City Clerk

Possible Public Speak-Out Time 6:30 PM

Call to Order

7:00 PM Meeting called to order on June 1, 2015 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Moment of Silence - Pledge of Allegiance

Reports of Committee

Grants

(2.) Massachusetts Substance Abuse Collaborative - No Match Required $100,000 (Mayor Sarno)

ATTACHMENTS:

- Mass Substance Abuse Collaborative (PDF)

(3.) Byrne JAG Grant - $30,000 - No Match (Mayor Sarno)

ATTACHMENTS:

- Byrne Grant set up (PDF)

(4.) Mass in Motion - No Match Required $10,000 (Mayor Sarno)

ATTACHMENTS:

- Mass in Motion 060115 (PDF)

(5.) MLCHC Emergency Preparedness for HSH - No Match Required $3,000 (Mayor Sarno)

ATTACHMENTS:

- MLCHC Emergency Preparedeness 060115 (PDF)

(6.) FY15 Senior Service America Grant- Reduction Authorization (Mayor Sarno)

ATTACHMENTS:

- FY15 Senior Service America (PDF)
- Senior Service America Grant Reduction(PDF)

General Business

(7.) Demand Fee Increase (Mayor Sarno)

ATTACHMENTS:

- CAFO Cert Demand Fees (PDF)

(8.) Bond Order for Costs of Window and Door Accelerated Repair Projects at Kennedy and Kensington Schools totaling $4,818,531.00, as Required by the Mass. School Building Authority (Mayor Sarno)

Order approves borrowing and appropriation of $4,818,531.00 for Accelerated Repair Projects at Kennedy Middle School ($3,595,703.00) and Kensington International School ($1,222,828.00), required for City's application for funding from the Mass. School Building Authority.

ATTACHMENTS:

- CAFO Certification - Ken Kens (PDF)

(9.) Order Authorizing Expenditure of FY 2015 Chapter 90 Funds ($3,647,523.00) (Mayor Sarno)

The Commonwealth of Mass. has apportioned chapter 90 local transportation aid funding to Springfield in the amount of $3,647,523.00 for fiscal year 2015. (A street list for the FY 2015 Roadway Improvement Program is attached.)

ATTACHMENTS:

- Chapter 90 Allotment Letter from Governor (PDF)
- Informational, FY2015 Paving List for Council (PDF)

(10.) Transfers to Facilities - $41,762.50 (Mayor Sarno, Financial Analyst Doty)

Transfer of $41,762.50

ATTACHMENTS:

- CAFO Certification Facilities-Health Dept Move (PDF)

(11.) Transfer from Reserve for Contingencies to Facilities - $35,600.00 (Mayor Sarno)

Transfer of $35,600.00

ATTACHMENTS:

- City Hall Condenser Pumps (PDF)
- CAFO Certification City Hall AC (PDF)

(12.) Transfers to Facilities - $20,000.00 (Mayor Sarno, Financial Analyst Doty)

Transfer of $20,000.00

ATTACHMENTS:

- CAFO Certification 6F Transfer (PDF)

(13.) Approval of a Tax Exemption Agreement for 15 Taylor LLC (Mayor Sarno)

Please see attached

ATTACHMENTS:

- Tax Exemption Agreement -DRAFT SILVERBRICK(DOCX)

(14.) Order Approving Amendment to Indenture Easement - 15 Taylor LLC (Mayor Sarno)

Please see attached.

ATTACHMENTS:

- 15 Taylor_City of Springfield_AMENDMENT TO INDENTURE (DOCX)

(15.) Bill of Prior Year - City Clerk - $210.00 (Mayor Sarno)

ATTACHMENTS:

- PETTY CASH (PDF)
- CAFO Certification BOPY - City Clerk (PDF)

Suspension of Rules

City of Springfield

SCHEDULED

Meeting: 06/01/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3078

Massachusetts Substance Abuse Collaborative - No Match Required $100,000 (Mayor Sarno)

WHEREAS, the Springfield Health and Human Services Department has been awarded a Massachusetts Substance Abuse Collaborative Grant of $100,000.00 from the DPH Bureau of Substance Abuse Services; and

WHEREAS, the purpose of the grant is to develop local strategies for prevention of opioid abuse, underage drinking and other drug use.

WHEREAS, the Department intends to use the grant funds to fulfill the requirements specified by the grant; 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:

Massachusetts Substance Abuse Collaborative - No Match Required
$100,000

REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 5/21/2015

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710

Name and Title of Person to Contact in Case of Questions Helen Caulton-Harris

Was this Grant previously setup for a prior fiscal year? NO
If yes, please indicate your previous project number:

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form? (Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:
State – Highway
Federal Pass-Through DOE– School
Federal Direct– School
Federal – City
State DOE– School
State Other – School
XX State – City
Private/Other

Grant Name: Mass Substance Abuse Collaborative

Total Grant Amount Awarded: $ 100,000
Is this a Reimbursable Grant? (Y/N) YES
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	DPH Bureau of Substance Abuse Services
Contact Person	Jay Youmans
Street Address	250 Washington Street
City, State, Zip Code	Boston, MA 02108
Telephone	
Fax	
E-Mail	Jay.Youmans@state.ma.us

Actual Award Date	5/18/2015
Board Approval Date	
Start Date	7/1/2015
Expiration Date	6/30/2015
Renewal Action Date (optional)	

If there are any Matching Funds:
Type
Percent
Amount

Comments re: Description/Purpose of Grant
To develop local strategies for prevention of opiod abuse, underage drinking and other drug use.

Comments re: Conditions/Restrictions of Grant
See budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?
(Ex: Monthly, Quarterly) Monthly

If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes:

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Signature   Date 5/21/2015

Please attach the following documents:

- Signed Approval to Apply for a Grant Form
- Grant Award Letter
- City Council/Mayor Approval
- Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

May 18, 2015

Mayor Domenic J. Sarno
Mayor's Office
36 Court St.
Springfield, MA 01103

Dear Mayor Sarno,

Congratulations! I am pleased to notify you that the City of Springfield has been awarded a Massachusetts Substance Abuse Prevention Collaborative grant of $100,000. I want to thank you for your commitment to preventing opioid abuse, underage drinking, and other drug use across the Commonwealth by building and improving the capacity of municipalities to address these issues. Through this funding and your continued support, we hope to give municipalities the resources to develop local prevention strategies that align with the recommendations of our Opioid Working Group.

You will be receiving further instructions from the Department of Public Health Bureau of Substance Abuse Services on your contract for FY 16. Please feel free to contact Jay Youmans at the Department of Public Health, (Jay.Youmans@state.ma.us) if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

MAY 20 2015

City of Springfield

SCHEDULED

Meeting: 06/01/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3080

Byrne JAG Grant - $30,000 - No Match (Mayor Sarno)

WHEREAS, the Police Department has been awarded an Edward Byrne Memorial Justice Assistance Grant (JAG) for $30,000.00 from the Department of Justice; and

WHEREAS, the grant is intended for support of a broad range of activities to prevent and control crime; and

WHEREAS, the Department intends to use the grant funds for equipment and technology upgrades and replacement for priority areas in the delivery of modern police services; 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:

FY16 Edward Byrne Memorial Justice Assistance Grant $30,000.00

REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request	May 15, 2015
Department Requesting Grant Setup	Police
Department Phone # (Please include extension)	787-6385
Name and Title of Person to Contact in Case of Questions	Lisa Willis

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 62415

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?
(Y/N) If yes, please attach a copy of the Approved Form.

	Grant Type:
	State – Highway
	Federal Pass-Through DOE– School
	Federal Direct– School
	Federal – City
	State DOE– School
	State Other – School
X	State – City
	Private/Other

Grant Name: FY 2016 Justice Assistance Grant Program

Total Grant Amount Awarded: $ 30,000.00

Is this a Reimbursable Grant? (Y/N) Y

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	Executive Office of Public Safety and Security
Contact Person	Corine Pryme
Street Address	10 Park Plaza Suite 3720
City, State, Zip Code	Boston, MA
Telephone	(617)725-3370
Fax	(617)725-0267
E-Mail	corine.pryme@MassMail.State.MA.US

Actual Award Date	5/5/2015
Board Approval Date	
Start Date	05/15/2015
Expiration Date	10/31/2015
Renewal Action Date (optional)	

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant
Grant is for Police Department Technology

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:
If applicable enter the State ID # :

What is the required drawdown frequency?
(Ex: Monthly, Quarterly) Quarterly

If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 26242100

Object Codes: 580600

Budget Roll-Up Codes: Yes

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Signature | Date: 5/15/2015

Please attach the following documents:

- Signed Approval to Apply for a Grant Form
- Grant Award Letter
- City Council/Mayor Approval
- Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

Daniele, Carla

From: Elliott, Brian
Sent: Saturday, May 02, 2015 8:31 AM
To: Daniele, Carla
Subject: Fwd: Springfield Police Department/JAG Equipment Award Documents
Attachments: OGR Grant Conditions for JAG 2012.doc; Cert of Compliance w Regulations EEOP.pdf; DOJ EEOP Certification Form.pdf; Lobbying Debarment Certification Form.doc; FFATA Reporting Form.doc; Springfield Police Department.pdf

Sent from my Verizon Wireless 4G LTE smartphone

-------- Original message --------
From: "Stanton, Kevin (CCJ)"
Date:05/01/2015 4:27 PM (GMT-05:00)
To: "Elliott, Brian"
Subject: FW: Springfield Police Department/JAG Equipment Award Documents

This was the email that I sent out on April 10, 2015.
Kev

From: Stanton, Kevin (OGR)
Sent: Friday, April 10, 2015 4:27 PM
To: jbarbieri@springfieldpolice.net; 'lwillis@springfieldpolice.net'
Cc: Stanton, Kevin (OGR)
Subject: Springfield Police Department/JAG Equipment Award Documents

Congratulations! The **Springfield Police Department** has been awarded **$30,000.00** from the Edward J. Byrne Memorial Justice Assistance Grant (JAG) program, award **2012-DJBX-0244**. Funding is provided to the Executive Office of Public Safety and Security (EOPSS) Office of Grants and Research (OGR) by the United States Department of Justice Bureau of Justice Assistance (CFDA 16.738). Please note that for the purpose of this grant award you are considered a "sub-recipient."

The attached documents listed below must be reviewed, completed, signed and dated (in blue ink), and returned by **Friday, April 24, 2015**.

- Commonwealth Standard Contract
- General Sub-Grant and JAG Special Conditions
- DOJ Certification Compliance with Regulations
- DOJ EEOP Certification
- Certifications Regarding Lobbying Debarment
- Federal Financial Assistance Transparency Act (FFATA)

Your Interoperable Communications Investment Proposal (ICIP) form will be forwarded to the Statewide Investment Executive Committee (SIEC) for approval on May 6, 2015. OGR can't sign your returned Commonwealth Standard Contract form until the SIEC approves your ICIP form.

C#20151138

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 - Springfield Police Department (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety and Security (EOPSS) MMARS Department Code: EPS
Legal Address: (W-9, W-4,T&C): 36 Court Street Springfield MA 01105	Business Mailing Address: 10 Park Plaza, Suite 3720, Boston, MA 02116
Contract Manager: Lisa J. Willis	Billing Address (if different):
E-Mail: lwillis@springfieldpolice.net	Contract Manager: Corine Pryme
Phone: (413) 787-6302 Fax: (413) 787-6663	E-Mail: corine.pryme@MassMail.State.MA.US
Contractor Vendor Code: VC6000192140	Phone: (617) 725-3370 Fax: (617) 725-0267
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): SCEPSBJAG1FY15SPRING RFR/Procurement or Other ID Number: Grant Application

☑ NEW CONTRACT	☐ CONTRACT AMENDMENT
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)	Enter Current Contract End Date *Prior* to Amendment: ____ 20 Enter Amendment Amount: $ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ 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.
☑ 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.)
☑ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ 30,000.00

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); ☐ 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.)

JAG funding was made available to address local law enforcement department's equipment and technology related needs. 2012-DJBX-0244 FJAG12LEPE $30,000.00

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
☑ 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 ________, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
☐ 3. were incurred as of ________, 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 10/31/2015 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: 5/5/15	X: ________, Date: ________
(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: Ellen Frank
Print Title: Mayor, City of Springfield	Print Title: Executive Director

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

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posted.

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

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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 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 Opportunity (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

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"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 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.

City of Springfield

SCHEDULED

Meeting: 06/01/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3074

Mass in Motion - No Match Required $10,000 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services ("Department") has been awarded a "Mass in Motion Safe Park Initiative Grant" 'not to exceed' of $10,000 from The Department of Public Health, Bureau of Community Health and Prevention; and

WHEREAS, the funding is provided to improve park use and access by training youth to conduct community outreach around physical activity, horticulture, park safety, park assessments and clean-ups of parks; and

WHEREAS, the Department intends to use the funds during the period June 1, 2015 through August 31, 2015, to train a minimum of twelve (12) youth from YMCA youth programs and 3 MOCHA mentors; 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:

Mass in Motion - $10,000

REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request	5/13/2015
Department Requesting Grant Setup	SHHS
Department Phone # (Please include extension)	6710
Name and Title of Person to Contact in Case of Questions	Helen Caulton-Harris

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number:

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?
(Y/N) If yes, please attach a copy of the Approved Form.

	<u>Grant Type:</u>
	State – Highway
	Federal Pass-Through DOE– School
	Federal Direct– School
	Federal – City
	State DOE– School
	State Other – School
	State – City
Xx	Private/Other

Grant Name: MASS IN MOTION SAFE PARK INITIATIVE

Total Grant Amount Awarded: $ 10,000.00
Is this a Reimbursable Grant? (Y/N) NO
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	HEALTH NEW ENGLAND
Contact Person	
Street Address	ONE MONARCH PLACE
City, State, Zip Code	SPRINGFIELD, MA 01144-1500
Telephone	413-787-4000
Fax	
E-Mail	

Actual Award Date	4/23/2015
Board Approval Date	
Start Date	6/1/2015
Expiration Date	8/31/2015
Renewal Action Date (optional)	

If there are any Matching Funds:
Type
Percent
Amount

Comments re: Description/Purpose of Grant
Safe Park Initiative: To improve park use and access by training youth to conduct community outreach around physical activity, horticulture, park safety, assessments and clean ups.

Comments re: Conditions/Restrictions of Grant
See Budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?
(Ex: Monthly, Quarterly) One payment (Received: Ck # 135165)

If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: 530105

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Signature

Date 5/15/2015

Please attach the following documents:

- Signed Approval to Apply for a Grant Form
- Grant Award Letter
- City Council/Mayor Approval
- Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

Mass in Motion, the YMCA of Greater Springfield and Springfield Parks and Recreation
Safe Parks Initiative/Park Ambassador Program
Summer 2015

Desired Outcome: To improve park use and access by training youth to conduct community outreach around physical activity, horticulture, park safety, park assessments, and clean-ups of parks.

Based on assessments conducted during the 2012-2014 summers by Springfield YMCA youth, various areas of concern were identified as barriers to optimal park use at Calhoun, Magazine, and Emily Bill Parks. Barriers such as overgrown weeds, garbage, drug activity, swampy areas were brought to the attention of the Springfield Parks Department in a presentation made by YMCA youth. In an effort to build upon the advocacy and assessment skills youth learned over these summers, the YMCA of Greater Springfield, the Springfield Parks Department, and Mass in Motion have formed a coalition to create a Safe Summer Parks Initiative that will train youth to advocate for their neighborhood parks and conduct outreach to neighbors in an effort to create safer parks. The areas of focus will be: community assessment, community safety, horticulture, park cleanliness, recycling, and engagement through physical activity.

A minimum of twelve youth from YMCA youth programs and 3 MOCHA mentors will receive trainings from Parks Horticulture Program and the Springfield Police Department.

Three teams will be formed to include a minimum of 4 teens and a Y-MOCHA mentor. The teams will be led by a YMCA staff member and assisted by the MOCHA mentor. Weekly events will be held in each of the 3 parks over the course of 5 weeks at the times outlined below. The weekly events will focus on a community assessment, park clean-ups, horticulture and plantings, park safety, and a physical activity fun day. The parks will celebrate in a culminating event and celebration at the end of the 5 weeks.

Action steps:

Convene teams of youth and MOCHA mentors	End of June
Youth to receive trainings by: - police on safety - Springfield Parks Dept on horticulture	By early/mid July
Five weeks of events to take place	July 6th - August 15^{th,} 2015
Present program and report to Park commission Or city council / city planning	August

Budget

Budget for program needs to be finalized, but will go towards:
YMCA staff time, Mass in Motion intern time, youth stipends, MOCHA mentors staff time, YMCA transportation of youth, Parks and Rec for trainings and plantings, physical activity programming, t-shirts, food for culminating event, small park infrastructure changes, and promotion and advertising.

City of Springfield

SCHEDULED

Meeting: 06/01/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3075

MLCHC Emergency Preparedness for HSH - No Match Required $3,000 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services, Springfield Health Services for the Homeless Health Center, has been awarded a MLCHC Emergency Preparedness for HSH Grant of $3,000.00 from the Mass League of Community Health Center; and

WHEREAS, the mission of the MLCHC funding for this Community Health Center (CHC) project across the Commonwealth is to enhance emergency preparedness, continuity of operations, planning and surveillance reporting; and

WHEREAS, the Department has accepted the grant funds 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 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:

MLCHC Emergency Preparedness for HSH - $3,000

REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 5/13/2015

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710

Name and Title of Person to Contact in Case of Questions Helen Caulton-Harris

Was this Grant previously setup for a prior fiscal year? Yes
If yes, please indicate your previous project number: 19514

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?
(Y/N) If yes, please attach a copy of the Approved Form.

	<u>Grant Type:</u>
	State – Highway
	Federal Pass-Through DOE– School
	Federal Direct– School
	Federal – City
	State DOE– School
	State Other – School
	State – City
Xx	Private/Other

Grant Name: MLCHC EMERGENCY PREPAREDNESS FOR HSH

Total Grant Amount Awarded: $ 3,000.00
Is this a Reimbursable Grant? (Y/N) NO
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	Mass League of Community Health Center
Contact Person	Tina Wright, Program Manager
Street Address	40 Court Street, 10th FL, Boston, MA, 02108
Telephone	617-988-2231
E-Mail	twright@massleague.org

Actual Award Date	4/1/2015
Board Approval Date	
Start Date	4/1/2015
Expiration Date	6/30/2015
Renewal Action Date (optional)	

If there are any Matching Funds:
Type
Percent
Amount

Comments re: Description/Purpose of Grant
Emergency Preparedness for Health Services for the Homeless

Comments re: Conditions/Restrictions of Grant
See Budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?
(Ex: Monthly, Quarterly) One check

If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.

(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 29955200 / 19515

Object Codes: 530105 / 551700

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Signature ______________________ Date 5/15/2015

Please attach the following documents:

- Signed Approval to Apply for a Grant Form
- Grant Award Letter
- City Council/Mayor Approval
- Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

Massachusetts Community Health Centers
the future of health care started here

April 30, 2015

RECEIVED
MAY 11 2015

Commissioner Helen Caulton-Harris
Executive Director
Springfield Health Services for the Homeless Health Center
95 State Street
Suite 201
Springfield, MA 01103

Dear Executive Director:

The Massachusetts League of Community Health Centers (MLCHC) has been awarded funding from the Massachusetts Department of Public Health (MDPH) to manage a project called, ***Targeted Funding to Community Health Centers in Massachusetts to for the Purpose of Enhancing Community Health Center Emergency Preparedness.*** The program is supported by MDPH's FFY2014 cooperative agreement by the US Health and Human Services Assistant Secretary for Preparedness and Response (ASPR) for the Hospital Preparedness (HPP). Your organization's site or sites in the following communities has been deemed by MDPH as eligible for funding:

Springfield Health Services for the Homeless Health Center

Each eligible site will receive funding starting at a minimum of **$3,000**. For ***Springfield Health Services for the Homeless Health Center*** the total amount of funding is $3,000. The total amount may vary depending on the level of participation in this year's program.

Enclosed, please find three (3) copies of a Memorandum of Agreement that outlines the roles and responsibilities of your organization and its funded sites. Please review the MOA and attachments carefully, retain one (1) copy for your records at your health center, sign and return two (2) copies to the League no later than May 20, 2015 to:

Tina Wright, Program Manager
Massachusetts League of Community Health Centers
40 Court Street, 10th Floor
Boston, MA 02108

Once we have received two of your signed MOA, we will distribute the full amount of your funding. Questions on the program or funding may be directed to Tina Wright at (617) 988-2231 or twright@massleague.org. All other questions may be directed to Mary Leary. Thank you for your prompt attention to this matter.

Sincerely,

James W. Hunt, Jr.
James W. Hunt, Jr.
President and CEO

cc: Ellen Hafer

Celebrating the birth of a movement that revolutionized health care

Massachusetts League of Community Health Centers
40 Court Street, 10th Floor, Boston, MA 02108
phone 617-426-2225 fax 617-426-0097 www.massleague.org

Massachusetts League
of Community Health Centers

40 Court Street, 10th Floor Boston, MA 02108 phone: 617-426-2225 fax: 617-426-0097 www.massleague.org

Memorandum of Agreement for Services

This agreement is entered into to specify the terms and conditions under which The Massachusetts League of Community Health Centers (MLCHC) and **Springfield Health Services for the Homeless**, (CHC) will participate in a project entitled **Funding to Community Health Centers in Massachusetts for the Purpose of Enhancing Community Health Center Emergency Preparedness.** By entering into this contract your health center will be expected to enhance CHC emergency preparedness, continuity of operations planning and surveillance reporting.

I. SCOPE OF WORK

In return for funding, the CHC will provide all the necessary qualified personnel, equipment, materials and facilities to accomplish the tasks and/or provide the products as described in Attachment A. The President and CEO of MLCHC, by his designee Mary Leary, Program and Policy Analyst, must approve any changes proposed to the scope of work in writing.

II. COMPENSATION

A minimum amount of **$ 3,000.00** is available for reimbursement for the period to begin April 1, 2015, for services rendered and expenditures completed by June 30, 2015. At least $900.13 per site must be spent on personal protective equipment (PPE) and related readiness. $3,000.00 is the minimum amount to be awarded and it will be increased if some centers do not participate.

Actual payment to the CHC will be made upon the return of this MOA, signed in triplicate accompanied by any required supporting documentation to MLCHC and conditional on signature on this MOA and a commitment to participate in and implement the attached scope of work and project requirements Supporting documentation for expenses related to this grant must be kept at the CHC offices, and will be made available and reported as requested by MLCHC undocumented expenses and unused funds will be returned to MLCHC at the end of the contract period.

Please return signed MOAs to the attention of:

Tina Wright, Program Manager
Massachusetts League of Community Health Centers
40 Court Street, 10th Floor
Boston, Massachusetts 02108

III. PROGRESS REPORTS

Required reporting by the CHC is outlined under Attachment A: Scope of Work.

FILE COPY

IV. APPROVALS

All aspects of the services and/or products covered by this agreement are subject to the approval of the President and CEO, by his designee Mary Leary, Program and Policy Analyst.

V. HOLD HARMLESS CLAUSE

The CHC will hold MLCHC and its employees harmless from any and all liability of every nature and description arising out of this agreement which the CHC or any third party may have suffered through damage to property or personal injuries by means of negligence of the CHC, its agents or employees.

VI. INTELLECTUAL PROPERTY RIGHTS, PUBLICITY, REPRODUCTION AND USE OF CONTRACT MATERIALS

Upon completion of this agreement, the originals of all finished and unfinished documents, data, studies, reports, manuals, and materials prepared or delivered by the CHC under this agreement become the property of MLCHC. The CHC will not disseminate, reproduce, display or publish any report, information, data, or other materials expressly required or produced in whole or in part under this agreement without the prior written consent of MLCHC. If the CHC prepares, publishes, or distributes any brochure, periodical, or other publication describing activities funded by this agreement, the material will contain a prominently displayed statement to that effect (e.g., "This publication was funded, in whole or in part, via memoranda of agreement between this Community Health Center and the MLCHC. Funding allocated to the MLCHC to be made available to the Health Center was provided via contractual agreement between MDPH and MLCHC.")

VII. TERMINATION

Both MLCHC and the CHC may terminate its participation in the project at any time upon a 14 day written notification. If the CHC is not in breach or default of any provision of this agreement, they will retain dollars expended to date with documentation provided to the MLCHC and return uncommitted and unexpended dollars to the MLCHC up to the date of termination. Notice of termination should be delivered to MLCHC at the following address:

James W. Hunt, Jr., President and CEO (or his designee)
Massachusetts League of Community Health Centers
40 Court Street, 10th Floor
Boston, Massachusetts 02108

MLCHC Notice of termination should be delivered to the CHC at the following address (enter address):

____
____
____

VIII. CONFIDENTIALITY

The CHC will comply with all applicable federal and state regulations relating to confidentiality and privacy. The CHC agrees to take reasonable steps to insure the physical security of any confidential data under its control. The CHC agrees that it will inform each of its employees having any involvement with personal data or other confidential information of the laws and regulations relating to confidentiality. The CHC will use this confidential data only as necessary for the performance of this agreement.

IX. PERSONNEL ASSIGNED

The CHC will assign work described in this agreement only to persons who are well qualified to complete the project.

X. INDEPENDENT CONTRACTOR STATUS

The CHC, and all personnel assigned by the CHC, shall not be considered employees of MLCHC.

XI. NONDISCRIMINATION

The CHC will not discriminate against any person of race, color, creed, national origin, ancestry, age sex, sexual orientation, religion, or physical or mental handicap. The CHC agrees to comply with all applicable federal, state and city statutes, rules and regulations discrimination.

For the MLCHC:	For CHC:
Signature: ____________	Signature: ____________
Name: James W. Hunt, Jr.	Name: ____________
Title: President & CEO	Title: ____________
Date: ____________	Date: ____________

Attachment A: Scope of Work

MLCHC is entering into memoranda of agreement with eligible CHCs to clearly delineate roles and responsibilities for receipt of funding. When the memorandum of agreement is signed and returned to MLCHC by **no later than May 12, 2015**, MLCHC will issue non-competitive awards with specified funding as detailed by the Allocation Plan.

Through provision of funding received by MLCHC under contract with Massachusetts Department of Public Health (MDPH), the past successes of CHCs in their emergency preparedness activities will be enhanced. Funding provided to MLCHC by MDPH is being distributed to coordinate, manage, and provide direct support to eligible CHCs as detailed in the allocation plan.

Specific activities supported under this initiative include:

- CHCs will have a dedicated coordinator serving as the primary point of contact for emergency preparedness and management planning and assure activities under this funding are accomplished, including:
    - CHC-specific emergency preparedness and response planning;
    - participating in regional health and medical planning and attending regional planning meetings;
    - defining the CHC role within its community; and,
    - coordinating and collaborating with local public health/local boards of health, public safety officials, hospitals, and other local clinical providers including home health services.
- Continue to maintain an up-to-date Emergency Operations Plan (EOP) including a Continuity of Operations Plan (CoOP);
- Retain, if necessary, additional staff or contracted support to review and update Continuity of Operations (CoOP) and surge planning efforts;
- Continue to provide MLCHC with up-to-date emergency contact information, participate in quarterly communications tests and answer assessment/survey requests;
- Continue to integrate and participate with hospital/healthcare regional planning groups already established. Surge capacity planning and roles of CHCs will be integrated with hospital surge capacity planning and roles of hospitals and other health care entities;
- Ensure that key leadership is trained in the National Incident Management Structure (NIMS) and Incident Command System (ICS), minimally IS-100 and IS-700 (or equivalent of both);
- Continue to conduct planning and preparedness activities to reduce barriers to response efforts for at-risk populations;
- Continue to encourage all staff to have personal preparedness plans, to be knowledgeable about the CHCs CoOP and EOP and to understand their role in a disaster; and,

- Continue to encourage staff to register with a Medical Reserve Corps (MRC) unit and/or the Massachusetts System for Advanced Registration (MSAR) program (also called *MA Responds*).

Individual Community Health Center Activities:

The MLCHC will subcontract funding to CHCs according to the allocation plan include with this contract renewal.

Community Health Centers will be ***required*** to conduct the following activities:

1) Participate, as requested by MLCHC, in an assessment program of CHC plans and operations.
   a. Participate in assessments of CHC CoOP planning efforts, and participate in trainings and drills/exercises to improve CHC CoOP plans.
   b. Participate in assessments of CHC mutual aid agreements, and participate in planning meetings and discussion about developing additional mutual aid agreements.
2) Participate in the development/enhancement of regional health and medical coordinating coalitions (HMCCs) under the HPP/PHEP guidelines.
3) As resources and opportunities allow, participate in:
   a. consultation with MDPH to create a strategy to engage and/or support local Medical Reserve Corps;
   b. related drills and exercises that are sponsored by partners in state public health and emergency management agencies, and by local public health, hospitals, EMS agencies, other first responder agencies, Homeland Security Councils, and others; and,
   c. training of staff members, including the emergency preparedness coordinator, in the use of the HHAN and the MDPH WebEOC system and participate in trainings and drills/exercises that utilize those systems.
4) Dedicate a staff member(s) to serve as the CHCs emergency preparedness coordinator. He/she will serve as the primary point of contact for preparedness planning and response and assure activities under this funding are accomplished, including:
   a. CHC-specific emergency response and medical surge planning;
   b. participating in regional health and medical planning and attending regional planning meetings;
   c. defining the CHC role within its community; and
   d. coordinating and collaborating with local public health/local boards of health, public safety officials, hospitals, and other local clinical providers including home health services.
5) Update and revise Emergency Operations Plan (EOP) including a Continuity of Operations Plan (CoOP) with a pandemic annex;
6) Retain, if necessary, additional staff or contracted support to review and update Continuity of Operations (CoOP) and surge planning efforts;

7) Provide the MLCHC with up-to-date emergency contact information and participate in quarterly communications tests;
8) Integrate and participate with healthcare-related regional planning groups already established. Surge capacity planning and roles of CHCs will be integrated with hospital surge capacity planning and roles of hospitals and other health care entities;
9) Ensure that key health center leadership is trained in ICS-100 (or HICS-type equivalent) and IS-700;
10) Conduct planning and preparedness activities to reduce barriers to response for at-risk populations;
11) Encourage all CHC staff members to have personal preparedness plans, to be knowledgeable about the CHCs CoOP and EOP and to understand their role in a disaster;
12) At least $900.13 of each site award must be designated and spend to support activities and trainings related to readiness for Ebola and related concerns and for needed Personal Protective Equipment.

Reporting Requirements:

The CHC shall submit a Project Completion Report by **July 21, 2015**. These Reports shall include:

a. The state of preparedness at the CHC, including but not limited to the following documentation:
    a. a copy and the date of the most recently updated and board approved EOP and CoOP;
    b. top five (5) priority areas identified in the CHC's hazard vulnerability analysis (HVA);
    c. updated emergency contact information (provided by MLCHC);
    d. document best practices for training and use of Personal Protective Equipment (PPE).
b. Activities undertaken and accomplishments documented during the project period.
c. Annual program assessment/survey submission (provided by MLCHC).
d. Newly identified gaps, and potential improvements/recommendations to address the identified gaps in preparedness.
e. Both reports must include a full accounting of all expenditures by the CHC reflecting dollar amounts and related costs and activities, work effort or relevant units of cost.

Reports shall include a narrative detailing programmatic activities and all expenditures (in both narrative and spreadsheet format). Additionally, the narrative report shall also outline major achievements and challenges that have been encountered, potential future project directions and a plan/proposal for implementation of additional activities in recognition of those challenges.

City of Springfield

SCHEDULED

Meeting: 06/01/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3077

FY15 Senior Service America Grant- Reduction Authorization (Mayor Sarno)

WHEREAS, the Elder Affairs Department ("Department") was awarded the FY15 Senior Service America Grant from Senior Service America, Inc. In the amount of $611,029 and;

WHEREAS, recently the Department received notification that, due to salary savings caused by a lower than projected amount of Senior Aide's hired, the grant amount would be reduced to $590,622;

WHEREAS, the Department requests authorized 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:

Reduced Authorization to Expend from $611,029 to $590,622

2673-50-541-5410-0000-0040-000000-0000000-501000-67315 - Perm Sal. $279,483.95

67315
2015-5-2289

REQUEST FOR GRANT SETUP

This form and the required attachments are required by the City Auditor's Office before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the City Auditor's Office. All fields are mandatory.

Date of Request — 11/12/14

Department Requesting Grant Setup — ELDER AFFAIRS

Department Phone # (Please include extension) — 413-750-2654

Name and Title of Person to Contact in Case of Questions — JAN RODRIGUEZ DENNEY, DIRECTOR OF ELDER AFFAIRS

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 67314

If this is a new Grant, have you filled out the "Approval to Apply for a Grant" Form? (Y/N)
If yes, please attach a copy of the Approved Form.

Is this a Reimbursable Grant (Y/N) YES
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

Grant Type:

(X)	
	State – Highway
	Federal Pass-Through DOE– School
	Federal Direct– School
X	Federal – City
	State DOE– School
	State Other – School
	State – City
	Private/Other

Grant Name SENIOR AIDE -PY 2012
(Limit is 30 characters in MUNIS – please choose a name that is descriptive and meaningful to you. Ex: you may want to incorporate an abbreviation for the relevant school location, etc.)

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	SENIOR SERVICE AMERICA INC.
Contact Person	CHRISTINE GARLAND
Street Address	8403 COLESVILLE ROAD, SUITE 1200
City, State, Zip Code	SILVER SPRINGS, MD 20910
Telephone	301-578-8469
Fax	301-578-8947
E-Mail	Christine Garland [cgarland@ssa-i.org]

Total Grant Amount Awarded 611,029

Actual Award Date 08/10/2014
Board Approval Date
Start Date 07/01/2014
Expiration Date JUNE 30, 2015
Renewal Action Date (optional)
If there are any Matching Funds:
Type NON FEDERAL SHARE
Percent
Amount 79,272

Comments re: Description/Purpose of Grant
Senior Aides IS TO INCREASE THE PARTICIPATION OF OLDER WORKERS IN THE SENIOR AIDES PROGRAM

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA# WE ARE A SUBGRANTEE OF A FEDERAL GRANTEE; SENIOR SERVICE AMERICA 17.235

If this is a Reimbursable Grant, what is the required Drawdown Frequency? (Ex: Monthly, Quarterly) MONTHLY

If payment is to be sent by Grantor as a Wire, please
Enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.. (attach additional sheets if additional orgs and roll-ups are needed):

501000 517020 517010 569300 505000 551700 524010 542010 531020 578700
580900 571100 530105
I hereby Attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Department Head Signature

Please return this form and all attachments to the City Auditor's Office.
Please attach the following documents:

- **Signed Approval to Apply for a Grant Form**
- **Grant Award Letter**
- **Mayor/FCB Approval**
- **Any other relevant documentation**

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

For Auditor's Use Only

Entered into Munis by	
Date	

City of Springfield

ADOPTED

Meeting: 11/17/14 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. S
DOC ID: 2851 A

Senior Aides Program Grant Acceptance - in Kind Match ($611,029) (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Senior Community Service Employment Grant of $611,029.00 from Senior Service America, Inc. (SSAI); and

WHEREAS, the Senior Community Service Employment Program (SCSEP) offers low-income older people paid community service and training as an entry into productive work; benefiting (1) eligible people who enroll and (2) the community in which the program is located; and

WHEREAS, the Department intends to use the grant funds to enroll eligible persons during the program period, assigning them to part-time community service positions, and transition a portion of such persons to unsubsidized employment during the program year; and

WHEREAS, the grant will pay $611,029, and requires a match from the City of $79,272 through in kind services or expenses; and

WHEREAS, the Department of Elder Affairs 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 and the required City matching contribution described 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:

Senior Aides - $611,029.00

RESULT:	PASSED BY VOICE VOTE

A true copy of an Order passed by the City Council on November 17, 2014 and approved by the Mayor on November 20, 2014

Attest: Wayne Lee City Clerk

Senior Service America, Inc. (SSAI)

SCSEP Sponsor Agreement

July 1, 2014 - June 30, 2015

Who we are – a National Grantee for Title V of the Older Americans Act

Senior Service America, Inc. (SSAI)
8403 Colesville Road, Suite 1200
Silver Spring, Maryland 20910-3314

This agreement refers to Senior Service America, Inc. as *we* or *us*.

Who you are – a Subgrantee/Sponsor

City of Springfield Department of Elder Affairs
Good Life Center
1600 East Columbus Avenue
Springfield, MA 01103-1654

This agreement refers to City of Springfield Department of Elder Affairs as *you*.

Background

Senior Service America, Inc. has received a Senior Community Service Employment Program (SCSEP) grant from the Employment and Training Administration Division of Older Worker Programs, U.S. Department of Labor (USDOL). This grant is authorized under Title V of the Older Americans Act of 1965 as amended (CFDA No.: 17.235).

Our SCSEP Program offers low-income older people paid community service and training as an entry into productive work. The SCSEP Program is intended to benefit:

- eligible people who enroll, and
- the community in which the program is located.

To help us carry out our duties for this program, by signing this Agreement you have agreed to provide certain services and facilities described below.

Senior Service America, Inc. (SSAI)

The terms of this agreement

I. *Period of this Agreement:*

July 1, 2014 to June 30, 2015.

You must fulfill your duties within this time period unless we both agree in writing to extend the deadline.

Funding for this agreement:

$611,029 Federal, that we provide.

79,272 Non-Federal, that you provide. (20 CFR 41.809)

$690,301 Total funding.

Of the Federal funds that we provide, you must spend at least $541,812 for SCSEP Participant Wages and Fringe Benefits. The maximum to be spent on Administrative Costs is $46,497, of $69,217 funds available for Administrative and Program/Other Costs. At your discretion, and in the best interests of the SCSEP Program, the balance of the Federal funds may be spent as follows:

1. on additional Participant Wages and Fringe Benefits; or
2. on Program/Other Costs (not Participant Wages and Fringe Benefits or on Administrative Costs); or
3. on a maximum of $46,497 for Administrative Costs; or,
4. on any combination of the three (3) options above.

You agree to provide the non-Federal share in the amount of $79,272 and you agree to use this amount to support the SCSEP Program. You have agreed to do this voluntarily and you acknowledge that this obligation is not a condition of entering into this subgrant.

Funding for this agreement may be changed by SSAI. SSAI may modify the budget with our Agreement Modification document. See *SSAI SCSEP Program Policy and Procedure Manual.*

What you agree to do:

According to Title 20 of the Code of Federal Regulations, Part 641, Subpart C-Grant Operations, as amended, you agree to enroll at least 108 eligible persons during the program period. You agree to assign these eligible, low-income persons 55 years of age and older into part-time community service positions at rates and hours set forth in the Older Americans Act and consistent with their assessments and individual employment plans.

Definitions

This agreement is subject to and incorporates the definitions of Title 20, *Code of Federal Regulations*, Part 641, or as amended.

Whenever *sponsor* is used, it means a subgrantee of SSAI.

Whenever *participant* is used, it means SCSEP participant. (The Federal government also uses the term *participants*.)

Senior Service America, Inc. (SSAI)

You are to give priority enrollment to individuals who are veterans and eligible spouses of veterans, 65 years of age or older; or have a disability; have limited English proficiency or low literacy skills; reside in a rural areas; have low employment prospects; have failed to find employment after utilizing services provided under Title I of the Workforce Investment Act; or are homeless or at risk for homelessness. Attached is a listing of counties in your state to be served by you (Attachment 1).

Achieve total number of paid hours of community service – 80%.

Achieve an average most-in-need characteristics, as defined by 20 CFR Part 641.710*(a)(6)*, per total number of participants served – 2.5.

Achieve entered employment level of at least 39%.

Exit at least 21 of such persons into unsubsidized employment during the program year.

Of those who entered employment, retain 67%.

Of those who are retained, achieve $7,407 in average earnings.

See Attachment 2, *PY2014-2015, SCSEP Performance Goals Summary Sheet* for definitions.

You agree to fully expend but not exceed the Participant Wage/Fringe Benefit (PWFB) funds available in the budget as outlined in this agreement, or amended budget, as well as to achieve the performance goals identified above, by using the PPP to integrate effectively achieving (or exceeding) your performance goals with your participant wage spending.

Complete all follow-up activity for participants.

Respond timely and thoroughly to performance review reports and technical assistance plans.

Attend conferences and training as designated by SSAI.

Require subcontractors you use to follow the terms of this agreement.

Prepare and regularly update a Continuous Improvement Plan (CIP) if you did not meet minimum performance thresholds established by SSAI for unsubsidized employment, service level, and most-in-need (MIN) in PY2013.

This Agreement requires compliance with these documents

A. These documents (both current versions and amendments) are binding on you and are a part of this agreement:

Senior Service America, Inc. (SSAI)

- Full Year Continuing Appropriations Act, Division H of the Consolidated and Further Continuing Appropriations Act, 2014 (Public Law 113-76);
- 2006 Older Americans Action (OAA) Amendments, Public Law 109-365, 42 United States Code 3056 *et. seq.* 20 Code of Federal Regulations (CFR) Part 641;
- SCSEP Final Rule (75 FR 53786; September 1, 2010);
- SCSEP Final Rule, Additional Indicator for Volunteering (77 FR 4654, January 31, 2012);
- Priority of Service for Covered Persons (Final Rule 20 CFR Part 1010, 73 FR 78132, December 19, 2008);
- "Revised Income Inclusions and Exclusions and Procedures for Determining SCSEP Eligibility," Training and Employment Guidance Letter (TEGL) No. 12-06;
- TEGL No. 11-13, "2014 Federal Poverty Guidelines for the Senior Community Service Employment Program (SCSEP);
- Americans with Disabilities Act (ADA), as amended (P.L. 110-325);
- Jobs for Veterans Act (JVA) (Public Law 107-288);
- SCSEP Performance Data Collection Approval (Office of Management and Budget No. 1205-0040);
- Uniform Administrative Requirements 2 CFR Part 215, Cost Principles 2 CFR 225 or 2 CFR 230;
- 29 CFR Part 98, Debarment, Suspension, Drug Free Workplace;
- 29 CFR Part 96, Audit Requirements OMB Circular A-133;
- *SSAI SCSEP Policy and Procedure Manual*;
- Your budget as we approve it; and
- SSAI Grant Agreement with the USDOL.

B. This agreement includes your obligation to abide by regulations issued by USDOL and policies and procedures issued by SSAI. You are a part of the SSAI network in your state.

II. Your Operation Must Follow These Rules. Also, see SSAI SCSEP Policy and Procedure Manual.

The reports you must provide ...

A. Payroll by Payroll reports which track participant wage costs each pay period must be submitted within five (5) work days following the close of each pay period.

B. The Project Performance Plan (PPP) webtool must be updated within five (5) work days following the close of each pay period.

C. Enter participant data directly into SPARQ from the Participant Form, Community Service Assignment Form, Exit Form, and Unsubsidized Employment Form within 5 work days of completing the form(s), and community service hours, follow-ups for unsubsidized placement, and the volunteer work indicator, etc., as required.

D. Review SPARQ Data quality reports, management reports, and SSAI tickler emails and reports at least once a week. Resolve all new rejects (Durational rejects, rejects, warnings) and reconcile your payroll list to data in SPARQ to ensure your accuracy and completeness of your data.

Senior Service America, Inc. (SSAI)

E. Review durational limit report and tickler emails to ensure durational limit exits are entered no later than 7 days after the Individual Durational Limit date to avoid locked records. All locked records must be explained and addressed as soon as possible and SSAI may provide technical assistance to ensure timely entry of all forms including durational limit exits.

F. Complete SSAI on-line tools, as required.

G. A monthly Report of Costs (SA1) is due within 30 calendar days after the reported month and must be completed using the SSAI On-line Report of Costs webtool.

H. A monthly Report of Non-Federal Costs (SA2) is due within 30 calendar days after the reported month and must be completed using the SSAI On-line Report of costs webtool.

I. A closeout grant report is due within 45 calendar days after the close of the grant year. This report will include:

- final report on spending
- final non-Federal cost report
- summary of payroll data

J. A single audit report in compliance with the Single Audit Act and OMB Circular A-133 is due within nine months after your fiscal year ends.

The records you must keep...

K. You must maintain any records and accounts, including property, personnel, and financial records, that we, USDOL, or any authorized representative deem necessary.

L. You must keep program and financial records for three (3) years after grant closeout or three (3) years from a completed audit, whichever is longer.

M. In accordance with OMB Circular 2 CFR Part 215, you must make any records relating to the SCSEP Program available for examination on request by SSAI and/or USDOL, and upon further request, you must transfer custody of such records to SSAI and/or USDOL.

N. If you cease to administer SCSEP, you are obligated to turn over to us complete data files, both electronic format and hard copy.

O. You must provide insurance as described in the *Sponsor Budget Instructions* (see Attachment 6).

Using your funds...

P. In carrying out the duties of this agreement, you agree to fully expend but not exceed the funds we approve in your budget or amended budget <u>and</u> achieve the minimum program outcomes found on pages 2-3 of this agreement.

Q. If you do not use program funds in a timely and proper manner, we may withdraw all or part of the unexpended funds.

R. We can also increase or decrease funding.

Senior Service America, Inc. (SSAI)

III. *We Will Provide Funding*

A. We will provide funding to you according to the methods outlined in the *Sponsor Budget Instructions.*

B. Using the Automated Clearing House (ACH), we will transfer funds to the bank account that is currently on file with our Finance Department.

C. You must use these funds only to pay for costs incurred according to the *SSAI SCSEP Program Policy and Procedure Manual.*

IV. *We Are Not Responsible for Claims, Damages, or Losses*

For the term of this agreement or any extension, we (including our directors, officers, agents, and employees) are not responsible for any claims, damages, losses, and expenses (including but not limited to fees of attorneys) that may arise from any act or failure to act by you (including your directors, officers, agents, and employees) or by any of your subcontractors (including its directors, officers, agents, and employees) for whose acts liability may arise in connection with performing the work described by this agreement.

V. *You Will Share the Program Cost*

Your share of the SCSEP Program costs will be in cash and/or in-kind and will be from non-Federal sources. The total amount of non-Federal funds raised to meet the matching requirement of the SCSEP Program will directly support the program. Under the terms of this agreement, your non-Federal share shall not be less than the amount specified on page two of this agreement. For any excess of non-Federal funds beyond this amount, you agree to assign to SSAI for its determination of whether the excess shall be used to support the program. Such excess is not part of your unreimbursable non-Federal match requirement and is not a donation within the meaning of OMB 2 CFR Part 230. A description of the types of non-Federal match funds to meet your required share is found at 20 CFR 641.809.

VI. *Participants Are Not Federal Employees*

A. The Federal government represented by USDOL is not a party to this agreement and has no legal liability under this agreement. Any liabilities, legal actions, or disputes that may arise under this agreement are between SSAI and you.

B. In all matters relating to this agreement, you are an independent contractor. Participants are enrolled in a Federally-subsidized community service employment program and are employed by you for certain payroll purposes. Participants are not SSAI employees, they are not Federal employees, and they are not subject to the Federal provisions of the law that apply to Federal employees about employment, hours of work, rates of compensation, leave, unemployment compensation, and employee benefits (20 CFR 641.590 as amended).

VII. *You Will Have Staff for Your Program*

A. You must provide a project director.

B. We may ask you to remove your project director, for cause.

Senior Service America, Inc. (SSAI)

C. Per Attachment 1, you must provide a full-time project director for every 60 modified authorized positions or a part-time project director for every 30 modified authorized positions. If you have more than 60 authorized positions, staff patterns should evolve in conjunction with increases in modified authorized positions at least for every increment of 30 modified authorized positions above 60. Use of participant staff should be considered as additional help beyond these staffing requirements. If the staffing is less than these requirements you must ask us, in writing, for our approval.

D. Your project director must attend any mandated training that SSAI may offer. Travel and per diem expenses will be paid by SSAI.

E. Your chief executive officer, project director, or designee, and any other staff associated with the program, including program and fiscal staff members, must be available to consult with our staff on any aspect of the program that we deem necessary.

VIII. *You Will Seek Community Support*

A. You and your project director will coordinate with other SSAI project directors in your state to achieve your SCSEP goals and spending requirements, both at your project and for the state.

B. You will publicize the SCSEP Program, its concepts, and its objectives to develop extensive community understanding of the capability and performance of older workers and their need for unsubsidized employment. This public interest could be developed through advertising, public speaking, display posters, and other media. If your agency has a website, information about your SCSEP must be posted on the website.

C. In any publicity releases and *Memoranda of Understanding* about the SCSEP Program, you will include the following, **"...operated under a USDOL grant and in cooperation with Senior Service America, Inc. The SCSEP Program is an equal opportunity program."**

D. If you or other program staff are asked to participate in state or regional SCSEP meetings or participate in the development of State SCSEP Plans, you must give us reasonable advance notice.

E. You will coordinate with employer associations, local Workforce Investment Boards (WIBs), and workforce intermediaries to identify high growth industries and workforce needs.

F. You will consult with local Area Agencies on Aging to consider linking programs provided by both agencies.

IX. *You Must Have Electronic Communications Capability*

In the interest of efficiency, timeliness, and economy, you must have electronic communications and telecommunications capability within your project. Accordingly, you must provide us with daily Internet and e-mail access to the project director and financial officer. The cost associated with installing and operating the program's Internet capability is an allowable cost.

X. *You Will Work with Public Workforce Systems*

A. The Workforce Investment Act of 1998 mandates that SCSEP is a partner in the American Job Center workforce delivery system. You agree to be identified as a SCSEP partner, developing *Memoranda of Understanding* with local area Workforce Investment Boards and American Job Centers, as well as coordinating linkages with other SCSEP partners in the same area. **You must give us current signed copies of any *Memoranda of Understanding*.**

Senior Service America, Inc. (SSAI)

B. You will develop effective partnerships with area public workforce providers, e.g. American Job Centers, WIBs, community colleges, other SCSEP grantees, to provide the most efficient level of services to SCSEP participants.

XI. **Notification Procedure in the Event of Data Breach**

A. You agree to the following procedure in the event that you lose or have stolen from your possession, custody or control (referred to as "data breach") any documentary material or computer equipment containing personally identifiable information (PII) on project participants, current or former.

B. PII refers to any information about an individual maintained by you, including any information that can be used to distinguish or trace a participant's identity, such as their name, Social Security Number, date and place of birth, mother's maiden name, biometric records, etc., and any other personal information which is linked or linkable to a participant.

C. Procedure:

i. Immediately notify the National SCSEP Director that the project has experienced a data breach and of participants' PII and that you have determined that a reasonable risk exists for the potential misuse of the information.

ii. The Project Director shall immediately assess the information compromised; risks posed; and, how affected participants should be notified. The Project Director will coordinate the response with SSAI.

iii. Maintain up to date contact information on all participants, former and current.

iv. If appropriate, establish a call center to interact with participants.

v. Consider offering appropriate credit monitoring assistance to affected participants.

vi. Familiarize project personnel on your organization's privacy and security procedures and how they should recognize, report, and respond to a data breach.

Assurances and Certifications

By signing below, you agree to assurances and certifications, attached and made a part of this agreement as Attachment 3. The assurances and certifications are:

- Assurances/Non-Construction Programs,
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary covered Transactions,
- Certification Regarding Lobbying—Certification for Contracts, Grants, Loans, and Cooperative Agreements,
- Certification Regarding Drug-Free Workplace Requirements,
- Non-Discrimination and Equal Opportunity Assurances, and
- Certification of Non-Delinquency.

Senior Service America, Inc. (SSAI)

Termination and Cancellation

If we determine that you or your agents are not complying with the provisions in this agreement, we can cancel this agreement. If we decide to cancel this agreement, we will provide you with 30 days written notice.

Upon execution by you and SSAI, this agreement becomes effective July 1, 2014.

You have reviewed this agreement and agree to all of its terms.

City of Springfield Department of Elder Affairs

By (Signature) Domenic J. Sarno

Name (Print) Domenic J. Sarno

(Title) Mayor (Date) 9-12-14

(E-mail Address) dsarno@springfieldcityhall.com

Senior Service America, Inc.

By (Signature) Anthony R. Sarmiento

Name Anthony R. Sarmiento
President and Executive Director
Senior Service America, Inc.
(Date) 10/6/14

Senior Service America, Inc. (SSAI)

Sponsor Counties to be Served

July 1, 2014 - June 30, 2015

City of Springfield Department of Elder Affairs

Project No. 103

You are authorized to serve the counties listed below. Next to each county is the number of authorized positions. A modified position is the basis for calculating the following: the number of participants served; the number of participants who must transition to unsubsidized employment; and other performance goals specified in your SCSEP Sponsor Agreement.

Hampden County - Massachusetts	56
Hampshire County - Massachusetts	18
Total Authorized (2 counties)	**74**
Total Modified	**67**

PY14-15 SCSEP Performance Goals
Summary Sheet

1. **Service Level/Number of eligible individuals served**
160 % x your number of modified authorized positions

PY14 Goal = 160%

2. **Community Service Hours (in the aggregate of community service employment)**
Hours in the aggregate of community service employment compares the total number of hours of community service provided by each SCSEP grantee to the number of community service hours funded by the grant.

PY14 Goal = 80%

3. **Most-in-Need**
Counts the total number of the most-in-need characteristics for all participants enrolled since July 1, 2007 and divides by the total number of participants served

PY14 Goal = 2.5

4. **PY14 SSAI Unsubsidized Placement Goal**
31% x your number of modified authorized positions

5. **Entry into Unsubsidized Employment**
Of those who are not employed at the date of participation: the number of participants who are employed in the first quarter after the exit quarter divided by the number of adult participants who exit during the quarter

PY14 Goal = 39%

6. **Retention in Unsubsidized Employment for Six Months**
Of those who are employed in the first quarter after the exit quarter: the number of adult participants who are employed in *both* the second and third quarters after the exit quarter *divided* by the number of adult participants who exit during the quarter

PY14 Goal = 67%

7. **Earnings**
Of those adult participants who are employed in the first, second *and* third quarters after the exit quarter: the total earnings in the second quarter *plus* the total earnings in the third quarter after exit *divided* by the number of adult participants who exit during the quarter* *this measure only looks at those individuals who are included in the retention measure

PY14 Goal = $7,407

8. **Spend 100% of Participant Wages and Fringe Benefits (PWFB) by June 30, 2015**

Additional Goals Set by the Secretary of Labor
(outcomes for these goals do not count towards SSAI's overall performance)

1. **Retention in Unsubsidized Employment for One Year – no set target**
Of those who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter *divided* by the number of participants who exit during the quarter

2. **Satisfaction of Participants, Employers and Host Agencies – no set target**

3. **Volunteer Work Indicator – no set target**

Attachment 2

Senior Service America, Inc. (SSAI)

Assurances and Certifications

July 1, 2014 – June 30, 2015

Without your acceptance of the Assurances and Certifications contained in this section, a subgrantee may not be awarded a grant. In performing its responsibilities under this grant, the subgrantee hereby certifies and assures that it will fully comply with the following:

A. ASSURANCES — NON-CONSTRUCTION PROGRAMS. NOTE: Certain of these Assurances may not be applicable to your program. If you have questions, please contact Senior Service America, Inc.

1. Has the legal authority to apply for Federal Assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970

(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application..

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508, and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.U.S.C. 327-333), regarding labor standards for Federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Senior Service America, Inc. (SSAI)

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS — PRIMARY COVERED TRANSACTIONS.

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B)(2) of this certification; and,

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

C. CERTIFICATION REGARDING LOBBYING — CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

By accepting this Grant, the subgrantee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

The subgrantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about—

   a. The dangers of drug abuse in the workplace;

   b. The grantee's policy of maintaining a drug-free workplace;

c. Any available drug counseling, rehabilitation, and employee assistance programs; and

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).

4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will —

a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

5. Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted —

a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), (6).

Place of Performance (*street address, city, county, state, zip code*):
1600 East Columbus Avenue, Springfield, Hampden County, MA, 01103

Check ☐ if there are workplaces on file that are not identified here.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE.

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the subgrant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws.

Senior Service America, Inc. (SSAI)

(1) Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially-assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The subgrantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I financially-assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I financially-assisted program or activity to the extent that the subgrantee is a One-stop partner and participates in the One-stop delivery system. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

F. CERTIFICATION OF NON-DELINQUENCY.

Please initial the appropriate statement and return to SSAI:

ye ______ Not Delinquent on any Federal Debt
(initial)

______ Delinquent on any Federal Debt
(initial)

Sponsor Name: City of Springfield Department of Elder Affairs

Project No.: 103

Senior Service America, Inc. (SSAI)

Sponsor Budget Proposal*

July 1, 2014 - June 30, 2015

DY 10/31/14

Sponsor Name: City of Springfield Department of Elder Affairs

Project No.: 103

FEDERAL SHARE		
Participant Wages	$ 531,812	
Participant Fringe Benefits		
FICA		
Unemployment / Disability, if applicable		
Worker's Compensation	9,500	
Physical Exam	500	
Total Participant Wages / Fringe Benefits		$ 541,812
Program - Other Costs		
Transportation	$ 2,000	
Training	1,000	
Incidentals	8,000	
Subgrantee Staff Cost	22,000	
Other Program Costs	11,217	
Total Program / Other Costs		$ 44,217
Project Administration		
Subgrantee Staff Cost	$ 5,000	
Other Admin. Costs	20,000	
Total Project Admin.		$ 25,000
TOTAL FEDERAL SHARE:		$ 611,029
NON-FEDERAL SHARE		
Rent	$ 8,697	
Staff Salaries & Fringe Benefits	$ 30,000	
Travel	$ 2,500	
Postage & Delivery	$ 6,000	
Supplies	$ 6,000	
Insurance	$ -	
Other	$ -	
Total Cash Component		$ 53,197
Indirect Component	11,075	
Total Indirect Component		$ 11,075
Host Agency Supervision	15,000	
Space		
Other		
Total In-Kind Component		$ 15,000
TOTAL NON-FEDERAL SHARE:		$ 79,272

I hereby certify (a.) this budget is true in all aspects; (b.) all non-federal share of costs will be made in accordance with the agreement; (c.) receipts, records, and accounts as required by the agreement and the U.S. Department of Labor rules and regulations will be sufficient to document these costs for which credit is claimed and are available for inspection; (d.) these costs will be from non-federal sources with the exception of general revenue-sharing funds; (e.) these costs will not be claimed on any other federal programs.

Name and Title of Auth. Official	Domenic J. Sarno - Mayor
Signature and Date	Domenic J. Sarno 10/24/14

*AN ELECTRONIC VERSION OF THIS FORM IS AVAILABLE ON THE SSAI WEBSITE (FOR OUR PARTNERS) OR SEND REQUEST TO SAIFUNDS@SSA-I.ORG

Attachment 4 SS 10/31/14

Senior Service America, Inc. (SSAI)

Sponsor Delegation of Signature Authority *

July 1, 2014 – June 30, 2015

Sponsor Name: City of Springfield Department of Elder Affairs

Project No.: 103

The individuals listed below are authorized to sign on my behalf and / or electronically transmit to SSAI the following SSAI SCSEP documents (check those which apply):

Name: Katie Ryan Collins
Title: Fiscal Manager
Signature: Katie Ryan Collins

- [x] Report of Costs (SA1)
- [x] Report of Non-Federal Costs (SA2)
- [x] Budget Revisions

Name: ______
Title: ______
Signature: ______

- [ ] Report of Costs (SA1)
- [ ] Report of Non-Federal Costs (SA2)
- [ ] Budget Revisions

Name: ______
Title: ______
Signature: ______

- [ ] Report of Costs (SA1)
- [ ] Report of Non-Federal Costs (SA2)
- [ ] Budget Revisions

[*Executive Director or Other Authorized Official*]

Name: Domenic J. Sarno
Title: Mayor
Signature / Date: Domenic J. Sarno 9-10-2014

*AN ELECTRONIC VERSION OF THIS FORM IS AVAILABLE ON THE SSAI WEBSITE (FOR OUR PARTNERS) OR SEND REQUEST TO SA1FUNDS@SSA-I.ORG

Senior Service America, Inc. (SSAI)

Sponsor Budget Instructions

July 1, 2014 – June 30, 2015

Below is a summary of key points for July 1, 2014 to June 30, 2015:

- Your SCSEP Sponsor Agreement specifies:
  - The minimum amount which you must spend on participant wages and fringe benefits (PW/FB), and
  - The maximum amount you will be reimbursed for administrative expenses.
- If you do not spend at least the PW/FB amount specified in your Sponsor Agreement, your administrative and program/other reimbursements may be reduced proportionately.
- The mileage reimbursement for privately owned vehicles is $.56 per mile or your organization's rate.
- Report of Costs (SA1) and Report of Non-Federal Costs (SA2) are available for processing and submission online on the SSAI website (see "For Our Partners").
- Current finance-related forms (Sponsor Budget Proposal, Delegation of Signature Authority, Sponsor Bank Information) are available in electronic versions on the SSAI website (see "For Our Partners") or by contacting the SSAI finance department at sa1funds@ssa-i.org.
- Full information about SSAI SCSEP finance procedures can be found in SSAI's SCSEP Policy and Procedure Manual, Part 10, "Program Finance Procedures."

SCSEP Costs Classification

SCSEP regulations classify and explain the costs which may be charged to the grant. The final regulation requires that all costs be classified and recorded as either program costs or administrative costs. SSAI sponsors are required to have in place systems to facilitate this record keeping and prepare cost reports using these categories.

Program Costs

- Program costs include, but are not limited to, the costs of the following functions:
  - Participant wages and fringe benefits, consisting of wages paid and fringe benefits provided to participants for hours of community service assignments;
  - Outreach, recruitment and selection, intake, orientation, assessment, and preparation of IEPs;
  - Participant training provided on the job, in a classroom setting, or utilizing other appropriate arrangements, consisting of reasonable costs of instructors' salaries, classroom space, training supplies, materials, equipment, and tuition;
  - Job placement assistance, including job development and job search assistance, job fairs, job clubs, and job referrals; and
  - Participant supportive services.

Senior Service America, Inc. (SSAI)

Administrative Costs

- The costs of administration are the costs associated with:
  - Performing overall general administrative and coordination functions, including:
    - Accounting, budgeting, financial, and cash management functions;
    - Procurement and purchasing functions;
    - Property management functions;
    - Personnel management functions;
    - Payroll functions;
    - Coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports;
    - Audit functions;
    - General legal services functions; and
    - Developing systems and procedures, including information systems, required for these administrative functions.
  - Oversight and monitoring responsibilities related to administrative functions;
  - Costs of goods and services used for administrative functions of the program;
  - Travel costs incurred for official business in carrying out administrative activities or the overall management of the program; and
  - Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting, and payroll systems) including the purchase, systems development, and operating costs of such systems.

Personnel and related non-personnel costs of staff who perform both administrative functions and programmatic services or activities must be allocated as administrative or program costs to the benefiting cost objectives / categories based on documented distributions of actual time worked or other equitable cost allocation methods.

Allowable SCSEP Costs

Participant Wages

Sponsors should monitor spending levels throughout the year to effectively utilize all budgeted funds. Expenses exceeding the approved budget may not be reimbursed unless there is an agreed upon budget modification.

Sponsors with participants assigned to project administration who must be reassigned during the program year due to durational limit on assignment may be given permission, upon request, to use extra hours to assist with training replacements if necessary. Prior written approval is required from the Director, SCSEP Field Operations (or designee), and depends on the availability of funds. Unauthorized use of extra hours is not permitted.

Participants' time sheets should not be submitted, approved, or dated prior to the last day of work in the pay period.

Senior Service America, Inc. (SSAI)

Fringe Benefits

FICA: The FICA rate (employer's share) is currently 7.65% inclusive of 1.45% for Medicare. Sponsors who do not claim FICA costs must deduct 1.45% for Medicare.

Unemployment and/or **disability insurance** costs will be reimbursed only in cases where sponsors are required by state law to provide such insurance.

Worker's Compensation insurance must be in force over the entire grant period. Self-insured plans will be reimbursed for actual expenses up to what a normal commercial policy would have cost. A full discharge of all current and future liabilities is expected on all self-insurance plans. Self-insured sponsors must classify participants in accordance with their job descriptions and apply state classification rates in order to allow comparison between self-insurance costs and a commercial contract.

Physical Examinations: Each participant shall be offered the opportunity to take a physical examination annually—obtained from local resources at low or no cost whenever possible. Maximum reimbursement by SSAI for a physical examination is $75.

Program / Other — Transportation

Reasonable costs of participant transportation (to training, or to supportive services, for example) may be paid and is a reimbursable project expense.

Transportation expenditures should be for the purpose of providing a benefit to participants. They are not to be used to support other programs or services.

Cost of transportation to participant meetings is reimbursable and should be charged to Training.

Program / Other — Training & Incidentals

Training. Sponsors may pay reasonable costs for skills training, classroom instruction, lectures, seminars, individual instruction as well as other types of training. Sponsors are encouraged to obtain training through locally available resources, including host agencies, at no cost or reduced cost to the program. Specialized training and on-the-job-experience (OJE) must be approved by SSAI prior to implementation. Stand alone job search activities or job clubs are not permitted.

Costs for participant meetings would include, for example, costs of meeting rooms, transportation of participants to and from such meetings, and other allowable costs related to the meetings.

Incidentals. Expenses may be charged for work-related items necessary for a participant's participation in the program only when they cannot be obtained free of charge from local resources. Examples are work shoes, badges, uniforms, safety glasses, or tools. Costs for mandatory criminal / background and / or fingerprint tests should be charged to this category.

Project Administration

The Sponsor Agreement specifies the maximum amount a sponsor will be reimbursed for administrative expenses. If sponsor does not expend at least the PW/FB amount specified in the Sponsor Agreement, the related administrative and program/other reimbursements may be reduced proportionately.

If you do not intend to allocate funds to Project Administration, the funds will remain part of your budget and can be used for participant wages and fringe benefits or Program/Other expenses.

Senior Service America, Inc. (SSAI)

A special note regarding equipment: Written approval from SSAI is required prior to purchasing any equipment which costs $5,000 or more per unit and has an estimated useful life of one year or more. Due to the DOL regulations regarding equipment purchases, there is no flexibility regarding the necessity for prior written approval.

Insurance Coverage

The following insurance must be in force for all sponsors. Sponsors are required to send a certificate of insurance to SSAI showing that the insurance is in effect for the term of the sponsor agreement. The certificate should name "Senior Service America, Inc. additional insured as their interest may appear."

Insurance Coverage Required:

- Worker's Compensation
- Employment Practices Liability
- Business Automobile
- Commercial General Liability

Sound business practices should be followed in obtaining adequate insurance coverage.

Insurance certificates can be sent as PDF documents to sa1funds@ssa-i.org or fax to 301.578.8969.

Single Audit

Sponsors are subject to audit requirements set forth in OMB Circular No. A-133, and "Audits of States, Local Governments, and Non-Profit Organizations". Sponsors may charge a proportionate share of single audit expenses to Project Administration. The proportionate amount is determined by comparing SSAI's share of federal funding to total federal funding.

Reimbursement of Expenses / Advances / Bank Account Information

Request reimbursement of program costs by completing a Report of Costs (SA1 form). This form has been revised for the grant period and prior editions are not usable. If you do not have this reporting form, contact the SSAI Finance Department. If advances of funds are necessary, sponsor is required to minimize the time between drawdown of funds and their disbursement.

Report of costs is due 30 days after the end of each month.

A separate bank account for SSAI funds is not required if the recipient is able to effectively account for the receipt and expenditure of funds. If in SSAI's opinion a sponsor has an unacceptable system of financial management or internal control, SSAI reserves the right to require a separate account for SSAI SCSEP funds.

If advances provided by SSAI are held in a separate bank account, interest on that account up to $250 annually may be retained by the sponsor for SCSEP administrative expenses. Interest in excess of $250 must be remitted annually to the U.S. Department of Health and Human Services (DHHS), P.O. Box 6021, Rockville, MD 20852. Please include the grant number when sending interest to DHHS. Do not send interest refunds to SSAI.

SSAI will transfer funds to one bank account specified by sponsor. If we have your bank information on file, you do not have to resubmit your information. SSAI will transfer funds to your currently designated account unless we are advised otherwise.

Instructions to establish or change bank account information should be sent to Lynn Woo, SSAI Interim Director of Finance. To provide SSAI with your bank account information, use the SCSEP Sponsor Bank Information Form available on the SSAI website (see "For Our Partners") or by contacting the SSAI finance department at sa1funds@ssa-i.org.

Senior Service America, Inc. (SSAI)

To request reimbursement and/or advances, submit an SSAI Report of Costs (form SA1). Requests for funding must be received at SSAI Finance Department at least 5 business days prior to the date funds are needed.

Non-Federal Share of Costs

Non-federal costs are non-federal economic resources that provide identifiable and measurable assistance toward the accomplishment of program objectives. Non-federal costs can be broken down into three categories:

- Cash component is monies from non-federal sources the sponsor expends in support of the program. This might include, but is not limited to, the project director's salary and fringe benefits, the cost of general liability insurance and rent paid for either the premises or meeting rooms if paid in cash, and other costs such as travel, supplies, postage and delivery.

- Indirect is the amount of overhead paid by the sponsor and distributed based on an approved distribution plan..

- In-kind costs are the value of non-cash goods and services that directly benefit the program. In-kind costs can come from host agencies, the project sponsor and the local community. In-kind costs can include, for example, the value of supervisory time that the host agency provides for participants. Other examples of in-kind costs are donated or discounted professional services, space charges, meeting space, telephone, and transportation.

Any excess of non-federal funds the sponsor assigns to SSAI for SSAI's determination of whether the excess shall be used to support the program. Such excess is not part of the sponsor's unreimbursable non-Federal match requirement and is not a donation within the meaning of OMB Circular A-122 (2 CFR Part 230).

Reporting Non-Federal Costs

Use the SSAI Report of Non-Federal Costs (SA2 form) to report non-federal costs and should be filed 30 days after the reported month.

Costs-to-date shown on the Report of Non-Federal costs should agree with the booked amount of non-federal cost incurred and must be traceable throughout the record-keeping system.

When utilizing host agency supervision as in-kind non-federal match, the sponsor must keep a current list of host agencies used and the number of hours of supervision provided to participants.

Closeout of Grant / Final Report of Costs

At the conclusion of the program year, a closeout package will be sent to sponsors specifying certain required closeout document and filing requirements. At that time, a final, signed statement of Federal and non-federal costs must be submitted to SSAI. SSAI will promptly pay all final claims due to the sponsor organization.

Fiscal Reviews

Sponsors are required to maintain records and source documents for review by SSAI representatives. All records and source documents should be readily available. Sponsors who contract with ADP, or similar firms or banks to process payrolls, must make arrangements with these organizations to provide proof of direct deposit or canceled checks as needed for the fiscal review. Federal regulations require that grant recipients support accounting records with reliable source documentation such as canceled checks or other proof of disbursement, paid invoices or contracts or subcontracts awarded.

Note: The OMB circulars referred to above are available at: http://www.whitehouse.gov/omb/

Senior Service America, Inc. SCSEP Sponsor Agreement: 07/01/2014 – 06/30/2015		
Agreement Modification	**Sponsor No.** **103**	**Effective Date of this Modification:** **04/01/2015**
Original Agreement Date: 07/01/2014	**Modification Number: 001**	
To: City of Springfield Department of Elder Affairs Good Life Center 1600 East Columbus Avenue Springfield, Massachusetts 01103-1654	**Issued by:** Senior Service America, Inc. (SSAI) 8403 Colesville Road, Suite 1200 Silver Spring, Maryland 20910	

The above-referenced Agreement is modified as follows:

1. The Federal budget amount is decreased by $20,407 from $611,029 to $590,622.
2. The Non-federal budget amount is unchanged.
3. Modification is to decrease PWFB funds.
4. Complete the attached Budget Revision Spreadsheet showing the breakdown of this additional funding. A **draft** budget revision spreadsheet is attached. Make changes as needed.
5. These budget changes will be reflected on your next SA1 Report of Costs.

(End of Modification)

Except as hereby modified, all terms and conditions of said agreement remain unchanged and in full effect.

Acknowledgment by Subgrantee	**SSAI**
Authorized Signature for Sponsor	*Authorized Signature for SSAI*
Domenic J. Sarno	
(SIGNATURE)	(SIGNATURE)
HON. DOMENIC J. SARNO MAYOR	ANTHONY R. SARMIENTO PRESIDENT AND EXECUTIVE DIRECTOR
DATE 4/15/15	DATE 4/17/15

City of Springfield

SCHEDULED

Meeting: 06/01/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3083 A

Demand Fee Increase (Mayor Sarno)

WHEREAS the General Court has enacted Massachusetts General Law c. 60 § 15 authorizing the establishment of a fee not to exceed $30.00 for each written demand issued by the Tax Collector of the City of Springfield, as provided for by law.

WHEREAS the Collector, Stephen Lonergan, whose department is in control of the collection of such fee, has approved the increase,

WHEREAS after reviewing this order, the Chief Administrative and Financial Officer has concurred that the increase in the amount of the fee for written demands issued by the Tax Collector is below the maximum allowed by Massachusetts General Law c.60 § 15 and is intended as encouragement for prompt payment,

NOW THEREFORE, BE IT ORDERED the demand fee to be charged by the Tax Collector of the City of Springfield for written demands as provided for by law shall henceforth be $30.00.

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration and Finance

To: Springfield City Council

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

Date: June 1, 2015

Re: Order for Council Meeting – 06/01/2015

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 1, 2015 Council meeting which to increase the demand fee from $20.00 to $30.00.

Background: Mass General Law Chapter 60, Section 15 authorizes the establishment of a fee not to exceed $30.00 for the written demand issued by the Tax Collector for the City of Springfield. The Treasure/Collector is proposing to increase the demand fee from $20.00 to $30.00, which will result in an additional $160,000 to the general fund for FY16. I have reviewed this order and as CAFO concur that this is in the best interest of the City to encourage prompt payment of taxes. The amount recommended is the maximum amount allowed by law.

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

SCHEDULED

Meeting: 06/01/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3079

Bond Order for Costs of Window and Door Accelerated Repair Projects at Kennedy and Kensington Schools totaling $4,818,531.00, as Required by the Mass. School Building Authority (Mayor Sarno)

WHEREAS, the City of Springfield ("City") has applied for funding from the Massachusetts School Building Authority ("MSBA") Accelerated Repair Program for the purpose of paying the costs of window and door projects at the Kennedy Middle School ($3,595,703.00) and the Kensington International School ($1,222,828.00), which proposed repair projects would materially extend the useful life of each school and preserve assets that otherwise are capable of supporting the required educational programs, and for which the City has applied for a school construction grant from the Massachusetts School Building Authority (“MSBA”); 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 appropriation and borrowing, 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.

BE IT ORDERED THAT the City of Springfield hereby appropriates the amount of Four Million Eight Hundred Eighteen Thousand Five Hundred Thirty One and 00/100 Dollars ($4,818,531.00) for the purpose of paying the costs of window and door projects at the Kennedy Middle School ($3,595,703.00), and the Kensington International School ($1,222,828.00), including the payment of all costs incidental or related thereto (collectively, the “Projects”), said amount to be expended under the direction of the School Building Commission. Subject to the MSBA's approval, the sums allocated above for each school may be reallocated (within the overall appropriated amount) among the Projects to reflect actual costs, provided that any MSBA grant money that might be approved will not be reallocated among the Projects. The proposed repair Projects would materially extend the useful life of each respective school and preserve assets that otherwise are capable of supporting the required educational program, and for which the City has applied for a grant from the Massachusetts School Building Authority (“MSBA”). The City acknowledges that the MSBA’s grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and if the MSBA’s Board of Directors votes to invite the City to collaborate with the MSBA on this proposed repair projects, any project costs the City incurs in excess of any grant that may be approved by and received from the MSBA shall be the sole responsibility of the City; and that, if invited to collaborate with the MSBA on the proposed repair projects, the amount of borrowing authorized pursuant to the order below shall be reduced by any grant amounts set forth in the Project Funding Agreements that may be executed between the City and the MSBA.

BE IT FURTHER ORDERED THAT to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under Mass. Gen. Laws Chapter 44 and Mass. Gen. Laws Chapter 70B, or pursuant to any other enabling authority. The Treasurer is also hereby authorized to file an application with the appropriate officials of the Commonwealth of Massachusetts' Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any and all bonds or notes of the City authorized by this vote, and to provide such information and execute such documents as such Municipal Finance Oversight Board of the Commonwealth may require.

FINANCIAL IMPACT:

Order approves borrowing and appropriation of $4,818,531.00 for Accelerated Repair Projects at Kennedy Middle School ($3,595,703.00) and Kensington International School ($1,222,828.00), required for City's application for funding from the Mass. School Building Authority.

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: **June 1, 2015**

Re: **Order for Council Meeting – June 1, 2015**

Cc: **Mayor Sarno**

Purpose: The purpose of this memo is to request the City Council to consider an order to authorize and appropriate the sum of $4,818,531 for two schools that were invited into the MSBA Accelerated repairs program.

Background: This order was previously approved at the January 12, 2015 Council meeting, but due to a delay in advertising the bond order, bond counsel advised us to schedule a revote.

Two Springfield public schools were invited into the MSBA's Accelerated Repair Program, Kennedy Middle School for window and door projects, and Kensington International School for roofing projects. The main goals of the Accelerated Repair Program are to improve learning environments for children and teachers, reduce energy use and generate cost savings for districts.

The City needs to authorize bonds for the total amount of this project before any reimbursements from MSBA can be requested. The City can expect 80% reimbursement of eligible costs from MSBA. The total bond authorization being sought is $4,818,531 to cover all costs associated with the Accelerated repairs program.

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

SCHEDULED

Meeting: 06/01/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3084

Order Authorizing Expenditure of FY 2015 Chapter 90 Funds ($3,647,523.00) (Mayor Sarno)

WHEREAS, the Commonwealth of Massachusetts has appropriated an amount of Chapter 90 local transportation aid funding for Fiscal Year 2016 in the amount of $$3,647,523.00, incorporated into the City of Springfield 10-year Chapter 90 Contract (City Contract #0615), see attached letter from Governor Baker and Lieutenant Governor Polito (Exhibit A), and

WHEREAS, this appropriation provides for the payment of funds to the City of Springfield in order to continue efforts to maintain and upgrade the roadway systems of the City; and

WHEREAS, the Commonwealth of Massachusetts will reimburse the City of Springfield for costs associated with these roadway improvements through disbursements made pursuant to Mass Gen. Laws Ch. 90, sec. 34(2)(a); and

WHEREAS, after reviewing this order, the Chief Administrative and Financial Officer certifies to the Mayor and City Council that in his professional opinion, after an evaluation of all pertinent financial information reasonable 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 expenditure of these grant funds, 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 Public Works of the Chapter 90 grant funds for the purposes listed below, 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 these purposes without further appropriation:

Chapter 90 Funds - $3,647,523.00:

1. Arterial and Residential Reconstruction:	$2,650,000.00
2. Design:	$ 397,523.00
3. Roadway Maintenance:	$ 225,000.00
4. Traffic Signal Improvements:	$ 150,000.00
5. In-house Staff Salaries:	$ 225,000.00
Total:	$3,647,523.00

A true copy of an Order passed by the City Council on ________________, 2015
And approved by the Mayor on ________________, 2015

FINANCIAL IMPACT:

The Commonwealth of Mass. has apportioned chapter 90 local transportation aid funding to Springfield in the amount of $3,647,523.00 for fiscal year 2015. (A street list for the FY 2015 Roadway Improvement Program is attached.)

OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

PP please cc to T.J. & Chris C. 4:59 4/13/15
Thanks

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

April 9, 2015

Mayor Domenic Sarno, Mayor
City of Springfield
36 Court Street
Springfield, MA 1103

Dear Mayor Sarno:

We are pleased to inform you that the Chapter 90 local transportation aid funding for Fiscal Year 2016 will total $200 million statewide.

This letter certifies that the **City of Springfield's** Chapter 90 apportionment for Fiscal Year 2016 is **$3,647,523**. This apportionment will automatically be incorporated into your existing 10-Year Chapter 90 contract, which will be available on the MassDOT website: http://www.massdot.state.ma.us/chapter90.

We look forward to working closely with your community to ensure the continuing success of the Chapter 90 program in the years to come.

Please feel free to contact Matthew Bamonte at (857) 368-9151 with any questions you may have regarding the Chapter 90 program.

Sincerely,

Charles Baker

Karyn E. Polito

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

RECEIVED
APR 13 2015
BY:

FY2016 Chaper 90 Roadway Improvement List

ARTERIAL STREETS									
STREET	**FROM**	**TO**	**LENGTH**	**SQ, YARDS**	**DPW COST**	**SWSC COST**	**TOTAL COST**	**PCI**	**NEIGHBORHOOD**
LUDLOW AVENUE I.O.	Chicopee River	Rapalus Street	1,600	6,600	$122,848	$7,940	$130,788	39	**Indian Orchard**
FRONT STREET	Myrtle Street	Oak Street	1,117	3,582	$88,934	$5,740	$94,674	47	**Indian Orchard**
FRONT STREET	Worcester Street	Main Street	739	3,389	$134,333	$0	$134,333	61	**Indian Orchard**
UNION STREET	Walnut Street	Colton Street	3,716	11,560	$557,508	$90,165	$647,673	57	**Old Hill**
ABBOTT STREET **	Sumner Avenue	Plumtree Road	2,300	7,155	$177,114	$37,461	$214,575	56	**East Forest Park**
LYMAN STREET	Chestnut St.	Spring Street	792	3,300	$161,025	$12,055	$173,080	56	**Metro Center**
				TOTAL	$1,241,762				

RESIDENTIAL STREETS									
STREET	**FROM**	**TO**	**LENGTH**	**SQ, YARDS**	**DPW COST**	**SWSC COST**	**TOTAL COST**	**PCI**	**NEIGHBORHOOD**
LEATHERLEAF CIRCLE	Leatherleaf Drive	E'ly 515'	515	2,208	$31,963	$3,984	$35,947	42	**Sixteen Acres**
KERRY DRIVE	Holcomb Road	1628' S'ly	1,629	5,068	$69,592	$5,296	$74,888	43	**Sixteen Acres**
PEEKSKILL AVENUE **	Wilbraham Road	Glenoak Drive	3,690	11,480	$187,461	$10,300	$197,761	46	**Sixteen Acres**
GLENOAK ROAD **	Wilbraham Road	Dutchess Street	900	2,800	$41,875	$3,084	$44,959	48	**Sixteen Acres**
RUSSELL STREET **	Lang Street	NW'ly of Carew St. 1900'	2,165	6,735	$99,618	$5,466	$105,084	48	**East Springfield**
PARK FOREST ROAD	Newhouse Street	Feltham Road	825	2,444	$39,213	$350	$39,563	49	**Sixteen Acres**
ACTON STREET I.O.	Ludlow Avenue	Wilbraham Line	940	2,925	$49,978	$3,320	$53,298	50	**Indian Orchard**
ELMORE AVENUE **	Boston Road	Thetford Street	1,500	5,003	$73,638	$4,360	$77,998	50	**Boston Road**
FISHER STREET	Haskin Street	Pelham Street	1,275	4,084	$62,587	$4,598	$67,185	50	**Pine Point**
CAROL ANN STREET	620' N'ly of Celia Street	S'ly to E. Long T/L	1,026	5,692	$67,453	$6,286	$73,739	51	**Sixteen Acres**
KINGSLEY STREET	Upland Street	Corona Street	1,214	3,882	$61,795	$5,408	$67,203	51	**Liberty Heights**
LAURELTON STREET	Royal Street	S'ly 950'	950	2,955	$57,593	$4,878	$62,471	51	**Pine Point**
MELHA AVENUE	Carew Street	Colfax Street	1,478	5,013	$87,533	$6,052	$93,585	51	**Liberty Heights**
O'CONNELL STREET	Atherton Street	St. James Avenue	434	1,350	$28,649	$988	$29,637	51	**East Springfield**
SLUMBER LANE **	Carol Ann Street	East Longmeadow line	1,186	5,420	$66,965	$3,960	$70,925	51	**Sixteen Acres**
BUTTERNUT CIRCLE	Butternut Street	E'ly 258'	258	1,415	$22,246	$932	$23,178	52	**Sixteen Acres**
QUINCY STREET	Oak Street	Colton Street	3,050	8,845	$199,894	$9,896	$209,790	52	**Old Hill**
				TOTAL	$1,248,053				

TOTAL COST	$2,489,815

City of Springfield

SCHEDULED

Meeting: 06/01/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3087 C

Transfers to Facilities - $41,762.50 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2014 and ending June 30, 2015 (FY'15), 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 $41,762.50 from the Comptroller - Reserve for Contingency line item to the Facilities: Municipal Operations - Moving Services line in order to fund moving expenses as the Health Department migrates to its new Main Street location; 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 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 $41,762.50 from the Comptroller - Reserve for Contingency line item to the Facilities: Municipal Operations - Moving Services line to meet the expenses of the City of Springfield for Fiscal Year 2015.

From: Comptroller - Reserve for Contingencies

0100-10-135-0000-0000-0010-000000-0000000-578200 $41,762.50

To: Facilities: Municipal Operations - Moving Services

0100-10-190-1900-1903-0000-000000-0000000-531050- $41,762.50

FINANCIAL IMPACT:

Transfer of $41,762.50

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 27, 2015

Re: Order for Council Meeting – 6/1/2015

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 1, 2015 Council meeting, which authorizes the Comptroller's Department to transfer funds from the Reserve for Contingencies line item, in order to expend funds for moving costs as the Health Department moves into 1139 and 1145 Main Street.

Background: After a lengthy search for suitable replacement offices, operations, and clinic space, the Health Department will be moving into new facilities at 1139 and 1145 Main Street.

This move will involve the transportation of specialized medical equipment as well as other furniture, fixtures, and equipment. The total cost is estimated to be $75,000. Of that total, $33,237.50 can be absorbed in the current Facilities Department appropriation, and only $41,762.50 will need to be transferred from reserves.

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

SCHEDULED

Meeting: 06/01/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3086

Transfer from Reserve for Contingencies to Facilities - $35,600.00 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2014 and ending June 30, 2015 (FY'15), 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 $35,600.00 from the Comptroller - Reserve for Contingency line item to the Facilities: Municipal Building Services - Repair & Maintenance Buildings line in order to fund emergency repairs of City Hall air conditioning equipment; 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 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 $35,600.00 from the Comptroller - Reserve for Contingency line item to the Facilities: Municipal Building Services - Repair & Maintenance Buildings line to meet the expenses of the City of Springfield for Fiscal Year 2015.

From: Comptroller - Reserve for Contingencies

0100-10-135-0000-0000-0010-000000-0000000-578200 $35,600.00

To: Facilities: Municipal Building Services - Repair & Maintenance Buildings

0100-10-190-1900-1902-0000-000000-0000000-524030 $35,600.00

FINANCIAL IMPACT:

Transfer of $35,600.00

(413) 732-5131
FAX (413) 731-5365
TOM@TJCONWAY.COM
GPELLETIER@TJCONWAY.COM

MASTER PLUMBER LICENSES
MA #7081
CT #203180
MBLAKLEY@TJCONWAY.COM
JREIDY@TJCONWAY.COM

T. J. CONWAY CO.
MECHANICAL CONTRACTORS
P.O. BOX 2800
SPRINGFIELD, MASSACHUSETTS 01101
— Since 1920 —

May 26, 2015

City of Springfield
Facilities Management
Attention: Mike Gibbons
233 Allen Street
Springfield, MA 01108

RE: City Hall Boiler Building

Dear Mike:

As requested we have prepared the costs to replace/repair the three existing condenser water pumps.

Option 1: (Available 3 Day Shipping)
Remove (3) existing pumps and replace with new Taco Model FI 2507 Base Mounted Pumps. This work includes new suction diffusers, triple-duty valves, modify and support pipe headers and balancing.

COST: $35,600.00

Option 2: (2-3 Week Shipping)
Remove and replace (3) pump impellers and seals. This work includes replacing suction diffusers, triple duty valves, re-support pipe header and balancing.

COST: $15,700.00

Please call if you have any questions.

Sincerely,
T.J. CONWAY COMPANY

Marvin Blakley

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 27, 2015

Re: Order for Council Meeting – 6/1/2015

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 1, 2015 Council meeting, which authorizes the Comptroller's Department to transfer funds from the Reserve for Contingencies line item, in order to expend funds for emergency repairs to City Hall air conditioning equipment.

Background: For several days at the beginning of the month (May 2015) elevated temperatures put a strain on City Hall air conditioning, and caused a major failure. A quote was obtained from TJ Conway Mechanical Contractors to remove the existing equipment and replace it with newer and better models.

The quote for services is $35,600.00, and this transfer will fund the necessary repairs in a timely fashion. It will provide updated equipment that was not included in other power-plant improvements.

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

SCHEDULED

Meeting: 06/01/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3088 A

Transfers to Facilities - $20,000.00 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2014 and ending June 30, 2015 (FY'15), 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 $20,000.00 from the Comptroller - Reserve for Contingency line item to the Parks: Administration - Professional Services line in order to fund the costs of completing a “6F” land conversion process; 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 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 $20,000.00 from the Comptroller - Reserve for Contingency line item to the Parks: Administration - Professional Services line to meet the expenses of the City of Springfield for Fiscal Year 2015.

From: Comptroller - Reserve for Contingencies

0100-10-135-0000-0000-0010-000000-0000000-578200 $20,000.00

To: Parks: Administration - Professional Services

0100-60-630-6500-0000-1210-000000-0000000-530105- $20,000.00

FINANCIAL IMPACT:

Transfer of $20,000.00

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 27, 2015

Re: Order for Council Meeting – 6/1/2015

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 1, 2015 Council meeting, which authorizes the Comptroller's Department to transfer funds from the Reserve for Contingencies line item, in order to expend funds for completing a "6F" land conversion.

Background: As City projects get underway including the South End Community Center, Senior Center, and DPW's extension of Hancock St., limited acreage will be affected by the construction and by new structures. Emerson White Park, Blunt Park, and Ruth Elizabeth Park—respectively—will see reduced park acreage, all of which must be replaced. Section 6(f)(3) of the Land & Water Conservation Fund Act states that "No property acquired or developed with assistance under this section shall, without the approval of the Secretary, be converted to other than public outdoor recreation uses."

To comply with this directive the Park's Department, under the authority of the Park's Commission, has contracted with GZA Geoenvironmental to produce the required State and Federal documents, engineering field surveys, exact measurements, and other services required for a successful disposition and replacement of City park land. This transfer will fund these costs.

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

SCHEDULED

Meeting: 06/01/15 07:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3081

Approval of a Tax Exemption Agreement for 15 Taylor LLC (Mayor Sarno)

Please see attached

Please see attached

HOUSING DEVELOPMENT INCENTIVE PROGRAM

TAX INCREMENT EXEMPTION AGREEMENT
between
CITY OF SPRINGFIELD
and
15 TAYLOR, LLC

This AGREEMENT is made this __day of April, 2015 by and between the CITY OF SPRINGFIELD, ("Municipality") and 15 Taylor, LLC, a Limited Liability Corporation with an address at 15 Taylor Street, Springfield, MA 01103.

Section 1 – Agreement

The Municipality and the Sponsor, for good and valuable consideration and in consideration of the covenants and agreements herein contained, hereby make this agreement regarding a tax increment exemption pursuant to the Housing Development (HD) Incentive Program, M.G.L. c. 40V and the regulations promulgated thereunder at 760 CMR 66.00 (HD TIE), with respect to the Property as herein defined.

Section 2 – Definitions

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

Act:	M.G.L. c. 40V as may be amended from time to time.
Completion:	Certificates of occupancy have been issued for the entire Project.
DHCD:	Department of Housing and Community Development
Event of Default:	An "Event of Default" as defined in Section 5 below.
Final Certification:	Determination by DHCD that the Sponsor has completed the substantial rehabilitation of the Property, consistent with the Rehabilitation Plans, including the creation of MRRUs, as set forth in the Act and the Regulations.
Fiscal Year:	An annual period of July 1 through June 30.
HDIP AMI:	Housing Development Incentive Program Area Median Income as defined at 760 CMR 66.04(2)(f)(1) and set forth in Exhibit 3.
HD Project:	A Certified Housing Development Project as defined in the Act and the Regulations.
HD Zone:	The Housing Development Zone adopted by [MUNICIPALITY'S LEGISLATIVE BODY] on December 3, 2013 and approved by DHCD as evidenced by a

	Certificate of Approval dated December 17, 2013 and recorded with Hampden County Registry of Deeds.
Lead Municipality:	City of Springfield
MRRU:	Market Rate Residential Unit(s) as defined at Section 3.B.1.
Property:	The Property was originally constructed in 1873. The gross building area is 229,437 square feet, and contains 266 residential units totaling 197,772 net rentable square feet, allocated into 13 (5%) studios, 158 (59%) 1-bed / 1-1.5 bath, 24 (9%) loft style 1-bed / 1-1.5 bath, 32 (12%) 1-bed / 1-1.5 bath, 38 (14%) 2-bed / 1-1.5 bath, and one 3-bed / 1.5 bath unit. The property also includes 14 ground floor retail spaces aggregating 14,000 rentable square feet. Located on 2.25-acres, this property contains onsite laundry facilities, multiple courtyards, elevator service and extraordinary architectural detail such as exposed brick, arched windows and original wood beams. The property is classified as a mid/high-rise development, and is Class B in quality. It contains 4 buildings, which are 3, 4 and 6 stories in height. The property is a multi building complex as shown in Exhibit 1, "Map of Property" and further described in Exhibit 2, "Legal Description of Property". This unit mix may be amended in the future as units are rehabilitated. The parties acknowledge and agree that no commercial space/units at the Property shall be eligible under this Agreement.
Regulations:	760 CMR 66.00.
Rehabilitation Plans:	The material submitted for Conditional Certification pursuant to 760 CMR 66.05(3) (a) and approved by DHCD.
Sponsor:	15 TAYLOR, LLC, a LIMITED LIABILITY CORPORATION, with an address at 15 Taylor Street, Springfield, MA, its successors and assigns.

Section 3 – Sponsor's Covenants

A. Substantial Rehabilitation of the Property. Sponsor will undertake the substantial rehabilitation of the Property in accordance with the work and schedule set forth in the Rehabilitation Plans.

B. Market Rate Residential Units.

1) There are a total of 266 residential rental units created in the Project of which 266 shall be MRRUs comprised of 13 (5%) studios, 158 (59%) 1-bed / 1-1.5 bath, 24 (9%) loft style 1-bed / 1-1.5 bath, 32 (12%) 1-bed / 1-1.5 bath, 38 (14%) 2-bed / 1-1.5 bath, and one 3-bed / 1.5 bath unit . The monthly rent for such units shall be priced to be affordable to households at not less than 110% of HDIP AMI, as set forth in Exhibit 3, "Market Rate Residential Units – Pricing Plan". This unit mix may be amended in the future as units are rehabilitated.

2) Sponsor shall use good faith efforts to maintain the units as MRRUs for a minimum of 10 years.

C. Marketing. Sponsor shall cause the MRRU to be marketed in a manner that is consistent with the strategies, implementation plan and affirmative fair housing efforts set out in the Rehabilitation Plans.

D. HD Project Certification. Sponsor shall take all actions reasonably necessary to obtain Final Certification of the Property as an HD Project including but not limited to submitting applications to DHCD for Conditional Certification and Final Certification consistent with the requirements of the Act and the Regulations.

Section 4 – Tax Increment Exemption
Municipality agrees to grant Sponsor an exemption to the real property taxes due on the Property pursuant to G.L. c.59 according to the following terms.

A. Base Value. Base value will be the final 2015 value currently proposed as: 1623 Main Street ($3,737,300) and 27 Lyman Street ($5,279,500) for a total of $9,016,800.

B. MRRU Percentage. 100 per cent. The MRRU Percentage shall be confirmed as required in paragraph G, below.

C. Exemption Percentage. Commencing on the Effective Date which shall be July 1, 2015 – Fiscal/Tax Year 2016:

	TAX YEAR	TIF YEAR	% INCREMENTAL VALUE EXEMPTED
D.	2016	1	50%
E.	2017	2	40%
F.	2018	3	30%
G.	2019	4	20%
H.	2020	5	10%
I.	2021	N/A	0%

J. The Increment. As defined at 760 CMR 66.06(1)(b)(3).

K. Calculation. For each Fiscal Year during the term of this Agreement, the HD TIE shall be determined by applying the Exemption Percentage to the property tax on the Increment.

L. Confirmation or Amendment of Calculation. Upon Completion, and prior to applying for Final Certification of the Project, the Sponsor and Municipality shall file a “Tax Increment Exemption – Confirmation of Calculation” in the form attached as Exhibit 4 (“TIE Confirmation”). To the extent that the dates or figures in the TIE Confirmation differ from those set forth in this Agreement, the contents of the TIE Confirmation shall control and shall be deemed to have amended this Agreement. The base value listed in Section 4 (A.) shall remain the base value throughout the life of the agreement. The exemption percentage schedule listed in Section 4 (B.) shall be applied each year only to the increment between the base value and the new assessment of each year.

M. The parties acknowledge and agree that no commercial space/units at the Property shall be eligible under this Agreement.

Section 5 - Default
A. Event of Default. An “Event of Default” shall arise under this Agreement upon the occurrence of any one or more of the following events:

1) Breach of Covenant Prior to Final Certification. Subject to the limitations set forth in the Regulations at section 66.05(4)(b), Sponsor defaults in the observance or performance of any material covenant, condition or agreement to be observed or performed by Sponsor pursuant to the terms of this Agreement, and the continuance of

such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

2) Breach of Covenant Subsequent to Final Certification. Subject to the limitations set forth in the Regulations at section 66.05(5), and as determined by DHCD, Sponsor's conduct is materially at variance with the representations made in its Rehabilitation Plans; such variance is found to frustrate the public purposes that Final Certification was intended to advance, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

3) Misrepresentation. Any representation made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.

B. Rights on Default.

1) Prior to Final Certification. Upon the occurrence of an Event of Default prior to Final Certification, then this Agreement shall become null and void.

2) Subsequent to Final Certification. Upon the occurrence of an Event of Default subsequent to Final Certification, then:

a. Revocation of Certification. Pursuant to the terms of the Act, the Municipality, may, at its sole discretion, request that DHCD revoke the Final Certification of the Project, such revocation to take effect on the first day of the fiscal year in which DHCD determines that a material variance commenced.

b. Termination of Agreement. Upon revocation of certification, this Agreement shall become null and void as of the effective date of such revocation.

c. Recoupment of Economic Benefit. Upon revocation of certification, the Municipality may bring a cause of action against Sponsor for the value of any economic benefit received by Sponsor prior to or subsequent to such revocation.

3) Other Remedies. The Municipality's rights upon the occurrence of an Event of Default are in addition to those granted to DHCD and the Massachusetts Commissioner of Revenue under the terms of the Act.

Section 6 – Miscellaneous

A. Effective Date. The effective date of the HD TIE shall be July 1st of the first Fiscal Year following DHCD's Final Certification of the HD Project pursuant to the requirements of the Act and the Regulations, which date is anticipated to be July 1, 2015.The Effective Date shall be confirmed as required in paragraph G, below.

B. Term of Agreement. This Agreement shall expire upon the Municipality's acceptance of the annual report, as required below, for the final Fiscal Year for which the Municipality is granting the TIE.

C. Reporting. Sponsor shall submit reports to the Municipality not later than thirty (30) days after June 30 of each Fiscal Year for the term of this Agreement. Each report shall contain the following information:

1) Until Completion, the status of construction in relation to the schedule contained in the Rehabilitation Plan;

2) Until Completion, the status of marketing in relation to the Rehabilitation Plans; and

3) For each MRRU, the number of bedrooms in the unit, whether it was leased as of the end of the most recent fiscal year and the monthly rent charged.

D. Assignment. The Sponsor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without the prior written consent of the Municipality. The foregoing notwithstanding, the rights and obligations of this Agreement shall inure to the benefit of any entity succeeding to the interests of the Sponsor by merger. This agreement will be immediately terminated upon conveyance of any of the properties identified in the agreement to any other entity other than 15 Taylor, LLC, without expressed written consent from the City of Springfield prior to such conveyance.

E. Notices. Any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by recognized overnight courier, receipt confirmed or sent by certified or registered mail, postage prepaid, as follows, and shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, three (3) days after the day on which mailed or, if sent by overnight courier, on the day after delivered to such courier.

1) Municipality: Chief Development Officer, City of Springfield, Office of Planning & Economic Development, 70 Tapley Street, Springfield, MA 01107

2) Sponsor: Erik Dowling & Aaron Papowitz, Partners - The Silverbrick Group, 250 Park Avenue, 7th Floor, New York, NY 10177

3) Copy to DHCD: All such notices shall be copied to DHCD at:

Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02124
ATTN: Associate Director, Housing Development

4) Change of Address. Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice.

F. Modifications. No modification or waiver of any provision of this Agreement, nor consent to any departure by the Sponsor therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the Sponsor has caused this Agreement to be duly executed in its name and behalf and its seal affixed by its duly authorized representative, and the Municipality has caused this Agreement to be executed in its name and behalf and its seal duly affixed by its MAYOR AND CITY COUNCIL as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

MUNICIPALITY

SPONSOR

____
By:

____
By:

____
By:

____
By:

Signed, under seal, by all parties, effective on the last date noted below.

15 TAYLOR LLC

____

By: ____________________________________
Title: _________________________________
Date Signed __________________________

CITY OF SPRINGFIELD

____
Name: Kevin Kennedy___________________
Title: Chief Development Officer
Date Signed__________________________

Approved as to Appropriation

____
Pat Burns, City Comptroller
Date Signed ______________________

Approved as to Form:

____
Ed Pikula, City Solicitor
Date signed ______________________

Reviewed:

____
TJ Plante, Chief Administrative and Financial Officer
Date Signed _______________________

Approved:

____
DOMENIC J. SARNO, Mayor
Date signed ___________________

EXHIBIT 1

MAP OF PROPERTY

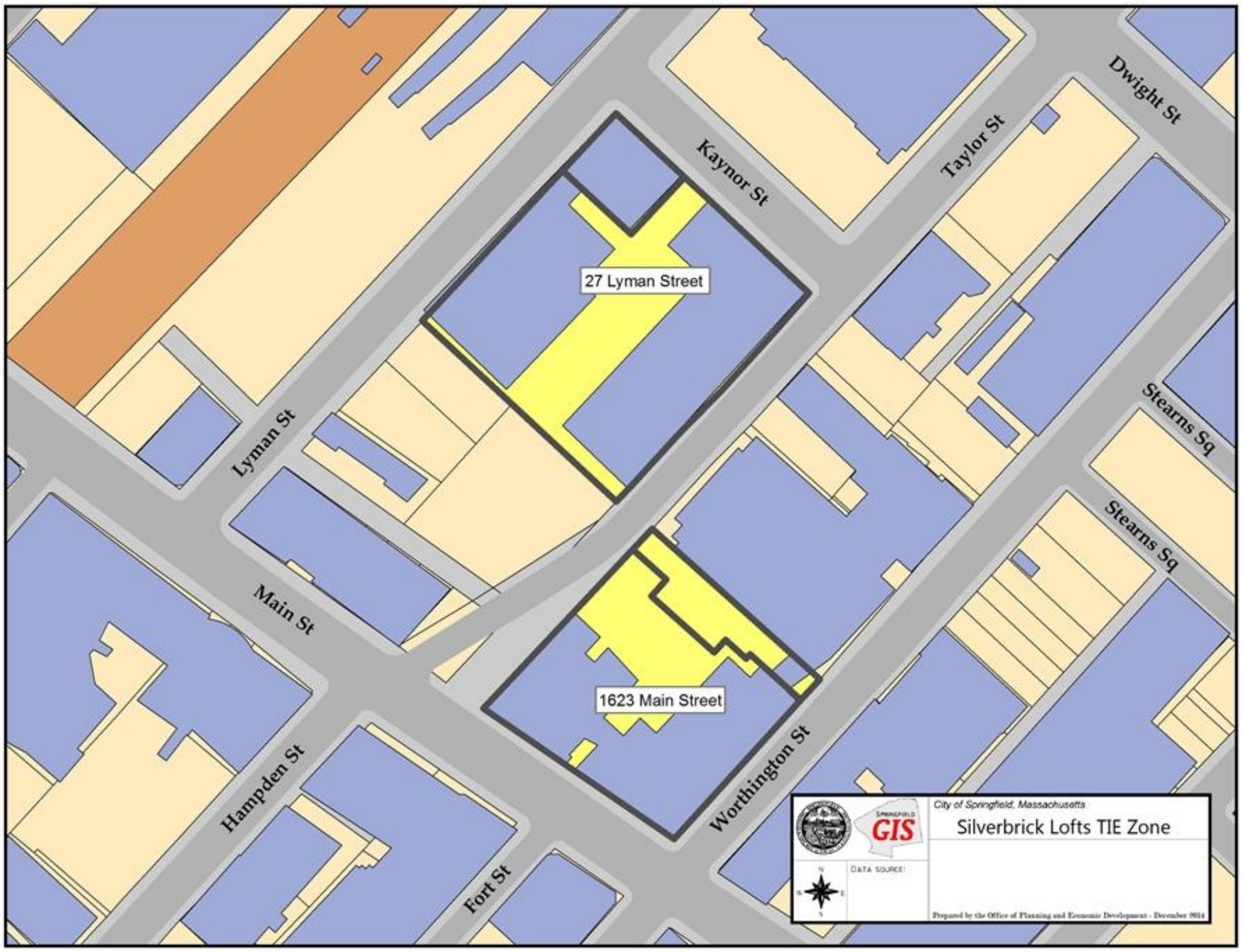

EXHIBIT 2

DESCRIPTION OF PROPERTY

Exhibit A

The land commonly known as Morgan Square Apartments located on Taylor Street, Main Street, Lyman Street, Kaynor Street and Worthington Street in Springfield, Hampden County, Massachusetts, more particularly described below.

Parcel 1

Engineer's revised description of Disposition Parcel 104-A, Census Tract 11.1, Court Square-North Blocks, Springfield, Hampden County, Massachusetts, bounded and described as follows:

Beginning at a point where the northerly line of Taylor Street, intersects with the westerly line of Kaynor Street, Springfield, Hampden County, Massachusetts, said point of beginning being the southeasterly corner of the parcel herein described; thence running,

S 42 degrees 15' 02" W Along the northerly line of Taylor Street, a distance of 256.35 feet to a point at land known as Disposition Parcel 103-A, as shown on a plan made by Durkee, White, Towne & Chapdelaine, Drawing #105-6155, Sheet 12, recorded with the Hampden County Registry of Deeds in Plan Book 190, Pages 106 and 107; thence

N 47 degrees 55' 05" W Along Parcel 103-A, and land now or formerly of Shane Inc., a distance of 241.59 feet to a point situated in the southerly line of Lyman Street; thence

N 42 degrees 18' 32" E Along the southerly line of Lyman Street, a distance of 187.64 feet to a point at land now formerly of Lora Rozefsky; thence

S 47 degrees 43' 54" E Along land of Rozefsky, a distance of 83.34 feet to a point; thence

N 42 degrees 28' 27" E Along land of Rozefsky, a distance of 69.55 feet to a point situates in the westerly line of Kaynor Street; thence

S 47 degrees 42' 37" E Along the westerly line of Kaynor Street, a distance of 157.79 feet to a point situated in the northerly line of Taylor Street, the point of beginning.

The above-described parcel of land being all of Parcel 104-A, as shown on said mentioned plan, and containing 56,199 square feet, more or less.

Parcel 2

Engineer's revised description of Disposition Parcel 108-B, Census Tract 11.1, Court Square-North Blocks, Springfield, Hampden County, Massachusetts, bounded and described as follows:

Beginning at a point where the northerly line of Worthington Street intersects with the easterly line of Main Street, Springfield, Hampden Country, Massachusetts, said point being the southwesterly corner of the parcel herein described; thence running,

N 55 degrees 39' 47" W Along the easterly line of Main Street, a distance of 205.65 feet to a point situated in the southerly line of Taylor Street; thence

N 42 degrees 15' 02" E Along the southerly line of Taylor Street, a distance of 219.69 feet to a point at land known as Disposition Parcel 108-A, as shown on a plan made by Durkee, White, Towne & Chapdelaine, Drawing #105-6155, Sheet 12, recorded with the Hampden County Registry of Deeds in Plan Book 190, Pages 106 and 107; thence

S 48 degrees 22' 57" E Along Disposition Parcel 108-A, a distance of 201.14 feet to a point situated in the northerly line of Worthington Street; thence

S 41 degrees 29' 29" W Along the northerly line of Worthington Street, a distance of 193.62 feet to a point situated in the easterly line of Main Street, the point of beginning.

EXHIBIT 3

MARKET RATE RESIDENTIAL UNITS – PRICING PLAN

HDIP AMI: $44,622, as may be amended from time to time consistent with changes in the Pricing Area.

Pricing Area: See attached

Proposed Initial Monthly Rent: $690-1050

EXHIBIT 4

TAX INCREMENT EXEMPTION – CONFIRMATION OF CALCULATION

In connection with the Tax Increment Exemption Agreement dated April ___, 2015 by and between the City of Springfield, and 15 Taylor LLC, a Limited Liability Corporation with an address at 15 Taylor Street, Springfield, MA, with respect to the property at 15 Taylor Street and 1623 Main Street (the "Agreement"), the parties hereby confirm the following elements of the Agreement. Unless otherwise stated, capitalized terms have the meaning set forth in the Agreement.

1. The effective date of the Agreement is: July 1, 2016

2. The MRRU is: 100% of units

3. The assessed value of the of the residential portion of the Property upon Completion is: To be determined

To the extent that the dates or figures in this "Tax Increment Exemption – Confirmation of Calculation" differ from those set forth in the Agreement, the contents of this document shall control and shall be deemed to have amended the Agreement.

MUNICIPALITY	SPONSOR
____________________________	____________________________
By: [CHIEF EXECUTIVE OFFICER]	By:
____________________________	____________________________
By: [LEGISLATIVE BODY]	By:

Dated:

City of Springfield

SCHEDULED

Meeting: 06/01/15 07:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3082

Order Approving Amendment to Indenture Easement - 15 Taylor LLC (Mayor Sarno)

Please see attached.

Please see attached.

AMENDMENT TO INDENTURE

This Amendment to the Indenture described below is made this ____ day of June, 2015, by and between the CITY OF SPRINGFIELD, HAMPDEN COUNTY, MASSACHUSETTS, a municipal corporation with principal offices at 36 Court Street, Springfield, Massachusetts, hereinafter referred to as the "City", and 15 TAYLOR, LLC, a Massachusetts limited liability company with a usual place of business at 15 Taylor Street, Springfield, Massachusetts, hereinafter referred to as the "Owner".

Preliminary Statement

A. The City is the Grantee pursuant to an Indenture dated September 5, 1980, recorded in the Hampden County Registry of Deeds at Book 5001, Page 192 (the "Indenture"), pursuant to which the Springfield Redevelopment Authority (the "SRA") granted to the City certain easement rights onto and over certain premises located in Springfield, Massachusetts, as more particularly described in the Indenture.

B. The Owner is the successor in interest to the SRA with respect to the premises that are burdened by the Indenture, pursuant to a Deed recorded in the Hampden County Registry of Deeds at Book 20365, Page 194 (the "Burdened Premises").

C. The City and the Owner desire to amend the Indenture in certain respects, as hereinafter described.

In furtherance of the foregoing and in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Description of Easement Areas and Easement Rights. The City and the Owner acknowledge and agree that the easement areas that are the subject of the easement rights granted by the SRA to the City consist of (1) a twenty (20) foot right of way between Lyman and Taylor Streets, bounded by Parcels No. 103-A and 104-A, and (2) the irregularly-shaped right of way between Taylor and Worthington Streets bounded by Parcels 108-A and 108-B, as more as particularly shown on a plan entitled "Disposition Parcels Census Tract 11.1, Court Square - North Blocks" prepared by Durkee, White, Towne & Chapdelaine, recorded in the Hampden County Registry of Deeds at Plan Book 190, Pages 106 and 107 (the "Easement Areas"). The City and the Owner further acknowledge and agree that the easement rights granted by the SRA to the City are exercised within the Easement Areas "for purposes of public pedestrian travel only, except for police, fire, ambulance and other emergency type vehicles" (the "Easement Rights").

2. Amendment of Indenture. The City and the Owner agree that the Indenture is hereby amended to provide that the only Easement Rights that the City shall have within the Easement Areas shall be for emergency purposes only, including access onto and over the Easement Areas for police, fire, ambulance and other emergency type vehicles. The City and the Owner specifically agree that the Indenture is hereby amended to eliminate as part of the Easement Rights granted thereby any right of public pedestrian travel.

3. Installation of Fencing. The Owner has disclosed to the City that it desires to install a decorative fence that will restrict access at all times to the Easement Areas to residents of the apartments located on the Burdened Premises, their guests and invitees and management personnel. The City consents to the installation of a decorative fence that provides for such restricted access to the Easement Areas, provided that the Owner satisfies all legal requirements applicable to the installation of such a decorative fence, including without limitation the review and approval of the proposed decorative fence by the Planning Department for the City pursuant to the Urban Renewal Plan applicable to the area where the Burdened Premises are located. The Owner agrees to provide appropriate City representatives with the means of obtaining access to the Easement Areas for emergency purposes. The Owner agrees that if the City is required to obtain access to the Easement Areas or any portion thereof for emergency purposes and the decorative fence is damaged in connection therewith, the City shall not have any liability for any such damage and the Owner agrees to indemnify and hold the City harmless from and against all loss attributable to any such damage.

4. Miscellaneous. This Amendment to the Indenture constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, and no change or modification of this Amendment to the Indenture shall be valid unless made in writing, signed by the Owner and City. This Amendment to the Indenture is for the benefit of the Owner, its successors and assigns with respect to the Burdened Premises. This Amendment to the Indenture shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Signed as a sealed instrument as of the date first written above.

CITY OF SPRINGFIELD, HAMPDEN COUNTY,
MASSACHUSETTS

By____
Its

15 TAYLOR, LLC

By_______________________________________
Its

584807.1

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this ____ day of _______________, 2015, before me, the undersigned notary public, personally appeared ______________________, who proved to me through satisfactory evidence of identification, which was __________________, to be the person whose name is signed on the attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as _____________________ of City of Springfield, Hampden County, Massachusetts.

____
, Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this ____ day of _____________, 2015, before me, the undersigned notary public, personally appeared ______________________, who proved to me through satisfactory evidence of identification, which was _______________________, to be the person whose name is signed on the attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as _____________________ of 15 Taylor, LLC.

____
, Notary Public

My commission expires:

City of Springfield

SCHEDULED

Meeting: 06/01/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3085

Bill of Prior Year - City Clerk - $210.00 (Mayor Sarno)

WHEREAS, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council for the City Clerk Department to pay bills from previous fiscal years totaling $210.00; and

WHEREAS, the City Clerk Department will make payment for unpaid bills of previous fiscal years from their FY15 General Fund Operating Budgets; and

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the payment of the bills listed on the attached Schedule One from the FY15 General Fund Departmental Operating Budgets for the expenses incurred in a previous fiscal year.

INVOICE

R. P. CHILDS STAMP CO.

131 DWIGHT STREET SPRINGFIELD, MA 01103
Visa, Master, American Express & Discover/Novus
PHONE (413) 733-1211 (888) 380-8838 FAX (413) 737-6865 (888) 380-8839

SOLD TO:
City of Spfld.
Clerks office

CUSTOMER'S ORDER NO.	DATE SHIPPED 4-27-07

QUANTITY	DESCRIPTION	AMOUNT
1	Time clock Ribbon @ 9.45	
	-10%	8.50
	PAID IN FULL	
	☐ CHARGE ☐ CHECK ☒ CASH	
	TOTAL	8.50

PLEASE PAY FROM THIS INVOICE
RETURN ONE COPY WITH YOUR REMITTANCE TO
INSURE PROPER CREDIT TO YOUR ACCOUNT

A W GIFFORD, INC
11 LYMAN STREET
SPRINGFIELD
413-732-8951

PJ# 243038 12:00 pm 06/19/13
QTY SKU List You
Item Description

4 320 12.80 1
DUPLICATE KEY
2 A100.12 11.90 1
DUPLICATE KEY - SAFE DEPOSIT
24.70

SUBTOTAL: 3
DEPOSIT 1
Payments (
Tax: No rcpt (
TOTAL: 5

26.24

AMOUNT TENDERED: 4
CHANGE DUE: 1
CASH 4

Attachment: PETTY CASH (3085 : Bill of Prior Year - City Clerk - $210.00)

7012 2920 0001 4357 6304

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

SPRINGFIELD MA 01104

Postage	$ $0.46	0101
Certified Fee	$3.10	07
Return Receipt Fee (Endorsement Required)	$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	$0.00	
Total Postage & Fees	$ $3.56	05/28/2013

MAIN STR. SPRINGFIELD MA MAY 28 2013 USPS

Sent To 52 Vinton St

Street, Apt. No.; or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006 — See Reverse for Instructions

Expected Delivery: We...

@@ Certified

Label #: 70122920000143576304

Issue PVI: $3.56

Total: $3.56 ✓

Paid by:
Cash $10.00
Change Due: -$6.44

@@ For tracking or inquiries go to USPS.com or call 1-800-222-1811.

Order stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

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Bill#:1000301589395
Clerk:07

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Refunds for guaranteed services only
Thank you for your business

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https://postalexperience.com/Pos

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POSTAL EXPERIENCE

YOUR OPINION COUNTS

Attachment: PETTY CASH (3085 : Bill of Prior Year - City Clerk - $210.00)

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1129 Riverdale Road
West Springfield, MA 01089
(413) 739-0026

SALE 034464 7 002 27357
0006 02/13/09 11:10

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Take a short survey and be entered
into a monthly drawing. Just log on to
www.staples-survey.com
or call 1-800-890-7305

Your survey code: 0100 4954 4323 7841

***Tome nuestra encuesta en español en
la página del Internet o por tel?fono.
Consiga las reglas en la tienda.***

See store for rules.
Survey code expires 02/20/2009.
****

QTY	SKU	PRICE
1	80MMX230 THERMAL P 718103078405	31.99
	SUBTOTAL	31.99
	Standard Tax 5.00%	1.60
	TOTAL	$33.59

No tax reimbursed

Debit Tender: 33.59
Card No.: XXXXXXXXXXXX4558 [S]
Auth No.: 180622

TOTAL ITEMS 1

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with Staples-brand products.

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West Springfield, MA 01089
(413) 739-0026

SALE 1543577 6 001
0006 11/02/11

****

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BY THIS STORE'S MANAGER!

Please take a short survey
and be entered into a monthly drawi
for a [illegible] Staples gift card.
NO PURCHASE NECESSARY.
Log on to www.StaplesCares.com
or call 1-800-881-1723
Your survey code: 0100 7351 4293 484
See store for rules.
Survey code expires 11/09/2011.
***Tome nuestra encuesta en Español
la página de Internet o por teléfono
Consiga las reglas en la tienda.***

****

Troy

QTY	SKU	P
	REWARDS NUMBER 37300[illegible]	
	[illegible] LATERAL F 318521	129
	SUBTOTAL	129
	Standard Tax 6.25%	8
	TOTAL	$138

No Reimburse

[illegible] Tender: 138.
Card No.: XXXXXXXXXXXX0261 [S]
Auth No.: 348565

TOTAL ITEMS 1

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Attachment: PETTY CASH (3085 : Bill of Prior Year - City Clerk - $210.00)