



# Finance Committee

Regular

<http://www.springfieldcityhall.com>

~ Agenda ~

Susan Kacoyannakis  
413-787-6170

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Monday, October 3, 2016

5:30 PM

City Hall -- Room 200

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## I. Call to Order

5:30 PM Meeting called to order on October 3, 2016 at City Hall -- Room 200, 36 Court Street, Springfield, MA.

## II. Public Portion

## III. Orders

### 1. Order (ID # 3641)

June Revenue Vs. Expenditure Report

**HISTORY:**

09/12/16

City Council

RECEIVE REPORT

**ATTACHMENTS:**

- June Revenue Vs. Expenditure Report (PDF)

### 2. Order (ID # 3662)

August Revenue Vs. Expenditure Report

**ATTACHMENTS:**

- August Revenue Vs. Expenditure Report(PDF)

### 3. Order (ID # 3664)

Springfield City Library Donations - \$589.04

**ATTACHMENTS:**

- Library Donations 10\_03\_16 (CSV)
- Library Donations (PDF)

### 4. Order (ID # 3666)

One Care Dual Rate Grant - No Match Required \$10,784.70

**ATTACHMENTS:**

- MELANIE-ONE CARE-DUAL RATE (PDF)

### 5. Order (ID # 3668)

TJO Donations- \$305.00

**ATTACHMENTS:**

- TJO Donations 10\_03\_16 (CSV)

**6. Order (ID # 3667)**

FY17 Massachusetts Cultural Council Grant Acceptance - No Match Required \$11,300

**ATTACHMENTS:**

- Mass Cultural Council (PDF)

**7. Order (ID # 3665)**

Department of Public Works Recycling Dividend Program (RDP) Grant - \$56,000

**ATTACHMENTS:**

- Recycling Dividend Program (PDF)

**8. Order (ID # 3661)**

Bills of Prior Year - Treasurer Department

**ATTACHMENTS:**

- CAFO Cert - Treasurer WME BOPY (DOCX)
- Treasurer WME BOPY (PDF)

**9. Order (ID # 3660)**

Police Department Donations - \$95.00

**ATTACHMENTS:**

- Police Donations (PDF)

**10. Order (ID # 3658)**

Executive Office for Administration and Finance (EOAF) Grant - No Match - \$34,275

**ATTACHMENTS:**

- IT - EOAF GRANT - Contract (PDF)
- EOAF Grant Set-Up Form - Signed (PDF)

**11. Order (ID # 3623)**

Riverfront Park Grant - Host Community Agreement Funds - \$1,000,000

**ATTACHMENTS:**

- Riverfront Park Grant Letter to Mayor Sarno (PDF)
- Riverfront Park - Grant Set-Up - Signed (PDF)



# City Council

**ADOPTED**

3.1

Meeting: 10/03/16 05:30 PM

Initiator: Pat Burns

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3641

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## June Revenue Vs. Expenditure Report (Mayor Sarno)

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

Revenues and Other Sources:	For the period ended		Variance Over/(Under)	%
	Revised Budget	Actual		
Real Estate & Personal Property Taxes	\$ 177,910,553	\$ 174,932,850	\$ (2,977,704)	98%
Real Estate & Personal Property Taxes - Tax Liens	-	2,679,712	2,679,712	0%
Motor Vehicle Excise	9,800,000	10,857,876	1,057,876	111%
Penalties, interest and other taxes	5,153,730	4,353,398	(800,332)	84%
Charges for Services	13,140,997	13,573,691	432,694	103%
Intergovernmental	356,522,088	356,111,325	(410,763)	100%
MSBA Payments	12,694,418	12,694,418	-	100%
Licenses and Permits	7,084,500	5,122,944	(1,961,556)	72%
Fines and Forfeits	450,180	501,702	51,522	111%
Interest earned on Investments	1,346,859	1,505,573	158,714	112%
Miscellaneous	10,730,568	11,767,669	1,037,101	110%
FY 2015 Net School Spending Shortfall (a.)	9,513,484	9,513,484	-	100%
Stabilization Reserves	350,184	350,184	-	100%
Other Financing Sources	494,238	494,238	-	100%
<b>Total Revenues and Other Sources</b>	<b>605,191,799</b>	<b>\$ 604,459,064</b>	<b>\$ (732,735)</b>	<b>100%</b>
<b>Expenditures and Other Uses:</b>				
General government	\$ 21,414,009	\$ 20,153,329	\$ 1,260,680	94%
Public safety				
Police	41,251,354	40,151,904	1,099,451	97%
Fire	20,413,297	20,018,463	394,835	98%
Centralized Dispatch	1,863,958	1,852,754	11,204	99%
Other	3,615,627	3,508,536	107,091	97%
Health and Welfare	4,830,997	4,155,577	675,420	86%
Public works	9,987,467	9,488,922	498,545	95%
Education	388,243,766	387,807,273	436,493	100%
Culture and recreation	12,153,809	11,852,409	301,400	98%
Pension and fringe	55,732,636	55,282,799	449,837	99%
State and district assessments	3,314,735	3,314,735	-	100%
Debt Service	36,395,462	36,183,041	212,421	99%
Pay as you go Capital	1,011,455	986,310	25,146	98%
Transfer Out - Capital Project Fund Pay Go	921,050	921,050	-	100%
Other Financing Use - Trash Enterprise Supplement	4,042,175	4,042,175	-	100%
<b>Total Expenditures and Other Uses</b>	<b>605,191,799</b>	<b>599,719,276</b>	<b>5,472,523</b>	<b>99%</b>
<b>Excess (deficiency) of revenues and other sources over expenditures and other uses</b>	<b>\$ -</b>	<b>\$ 4,739,789</b>	<b>\$ 4,739,789</b>	

(a.) The FY 2015 Net School Spending Requirement shortfall must be appropriated in the School Budget pursuant to Chapter 70. Section 11 of the Education Reform Act of 1993.

CITY OF SPRINGFIELD, MASSACHUSETTS  
 Budget and Actual - General Fund  
 Expenditures and Encumbrances

For the period ended  
 06/30/16

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	19,657,285	1,756,724	21,414,009	19,492,284	661,045	1,260,680	94%
Public safety	41,251,354	-	41,251,354	40,100,895	51,009	1,099,451	97%
Police	21,413,297	(1,000,000)	20,413,297	19,952,651	65,812	394,835	98%
Fire	1,828,958	35,000	1,863,958	1,844,873	7,880	11,204	99%
Centralized Dispatch	3,725,627	(110,000)	3,615,627	3,437,388	71,147	107,091	97%
Other	4,845,997	(15,000)	4,830,997	4,150,733	4,844	675,420	86%
Health and Welfare	9,987,467	-	9,987,467	9,254,651	234,271	498,545	95%
Public works	378,568,673	9,675,093	388,243,766	370,777,252	17,030,020	436,493	100%
Education	12,030,929	122,880	12,153,809	11,466,113	386,296	301,400	98%
Culture and recreation	55,932,636	(200,000)	55,732,636	55,262,799	20,000	449,837	99%
Pension and fringe	3,299,435	15,300	3,314,735	3,241,857	72,878	(0)	100%
State and district assessments	36,395,462	-	36,395,462	36,183,041	-	212,421	99%
Debt Service	1,932,506	(921,050)	1,011,455	658,137	328,173	25,146	98%
Pay as you go Capital	-	921,050	921,050	921,050	-	-	100%
Transfer Out - Capital Project Fund Pay Go	4,042,175	-	4,042,175	4,042,175	-	-	100%
Other Financing Use - Trash Enterprise Supplement	-	-	-	-	-	-	-
<b>Total Expenditures and Other Uses</b>	<b>594,911,802</b>	<b>10,279,997</b>	<b>605,191,799</b>	<b>580,785,901</b>	<b>18,933,375</b>	<b>5,472,523</b>	<b>99%</b>



# City Council

**SCHEDULED**

3.2

Meeting: 10/03/16 05:30 PM

Initiator: Pat Burns

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3662

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## August Revenue Vs. Expenditure Report (Mayor Sarno)

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

Revenues and Other Sources:	For the period ended			
	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	185,958,317	\$ 44,137,576	\$ (141,820,741)	24%
Real Estate & Personal Property Taxes - Tax Liens	-	323,128	323,128	0%
Motor Vehicle Excise	9,900,000	950,298	(8,949,702)	10%
Penalties, interest and other taxes	5,156,657	204,861	(4,951,796)	4%
Charges for Services	13,024,231	2,049,256	(10,974,975)	16%
Intergovernmental	370,207,357	59,963,399	(310,243,958)	16%
MSBA Payments	10,696,808	-	(10,696,808)	0%
Licenses and Permits	10,533,003	3,873,974	(6,659,029)	37%
Fines and Forfeits	479,116	72,348	(406,768)	15%
Interest earned on Investments	1,346,859	109,860	(1,236,999)	8%
Miscellaneous	9,505,615	1,328,786	(8,176,829)	14%
FY 2016 Net School Spending Shortfall (a.)	2,000,000	2,000,000	-	100%
<b>Total Revenues and Other Sources</b>	<b>618,807,963</b>	<b>115,013,485</b>	<b>(503,794,478)</b>	<b>19%</b>
<b>Expenditures and Other Uses:</b>				
General government	21,912,729	5,470,039	16,442,690	25%
Public safety				
Police	43,166,081	6,255,210	36,910,871	14%
Fire	21,316,555	3,538,604	17,777,951	17%
Centralized Dispatch	1,909,826	330,324	1,579,501	17%
Other	3,993,453	1,052,825	2,940,628	26%
Health and Welfare	4,738,092	738,146	3,999,946	16%
Public works	10,054,484	4,709,983	5,344,501	47%
Education	396,423,973	61,392,570	335,031,403	15%
Culture and recreation	12,686,840	3,658,251	9,028,589	29%
Pension and fringe	58,368,139	35,741,699	22,626,440	61%
State and district assessments	3,519,143	589,805	2,929,338	17%
Debt Service	34,070,027	23,455,050	10,614,977	69%
Pay as you go Capital	3,362,442	358,728	3,003,714	11%
Other Financing Use - Trash Enterprise Supplement	3,286,181	3,286,181	-	100%
<b>Total Expenditures and Other Uses</b>	<b>618,807,963</b>	<b>150,577,416</b>	<b>468,230,548</b>	<b>24%</b>
<b>Excess (deficiency) of revenues and other sources over expenditures and other uses</b>	<b>-</b>	<b>\$ (35,563,930)</b>	<b>\$ (35,563,930)</b>	

CITY OF SPRINGFIELD, MASSACHUSETTS  
 Budget and Actual - General Fund  
 Expenditures and Encumbrances  
 For the period ended  
 08/31/16

Expenditures and Other Uses:

	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	21,912,729	-	21,912,729	3,376,009	2,094,031	16,442,690	25%
Public safety							
Police	43,166,081	-	43,166,081	5,637,274	617,935	36,910,871	14%
Fire	21,316,555	-	21,316,555	3,219,375	319,229	17,777,951	17%
Centralized Dispatch	1,909,826	-	1,909,826	330,140	184	1,579,501	17%
Other	3,993,452	-	3,993,453	414,918	637,906	2,940,628	26%
Health and Welfare	4,738,092	-	4,738,092	587,969	150,177	3,999,946	16%
Public works	10,054,484	-	10,054,484	4,089,064	620,919	5,344,501	47%
Education	394,423,973	2,000,000	396,423,973	30,871,483	30,521,086	335,031,403	15%
Culture and recreation	12,686,840	-	12,686,840	2,161,200	1,497,051	9,028,589	29%
Pension and fringe	58,368,139	-	58,368,139	34,751,699	990,000	22,626,440	61%
State and district assessments	3,519,143	-	3,519,143	589,805	-	2,929,338	17%
Debt Service	34,070,027	-	34,070,027	23,455,050	-	10,614,977	69%
Pay as you go Capital	3,362,442	-	3,362,442	-	358,728	3,003,714	11%
Other Financing Use - Trash Enterprise Supplement	3,286,181	-	3,286,181	3,286,181	-	-	100%
<b>Total Expenditures and Other Uses</b>	<b>616,807,963</b>	<b>2,000,000</b>	<b>618,807,963</b>	<b>112,770,169</b>	<b>37,807,247</b>	<b>468,230,548</b>	<b>24%</b>



## City Council

**SCHEDULED**

Meeting: 10/03/16 05:30 PM  
Initiator: Melanie Acobe  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3664

3.3

### **Springfield City Library Donations - \$589.04 (Mayor Sarno)**

**WHEREAS**, the Library Department has been awarded donations totaling \$589.04 from various individuals; and

**WHEREAS**, the funds provided by the donors were designated for the Springfield City Library Donation Fund; and

**WHEREAS**, the Department has accepted the donations and requests authorization from the City Council and the Mayor to expend the donation funds listed in the attachments; and

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

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

**Springfield City Library Donations - \$589.04**

SPRINGFIELD PUBLIC FORUM INC.  
P.O. BOX 5374  
SPRINGFIELD, MA 01101-5374

53-7202/2118

1592

DATE 09-07-16

© 2008 unitedbank.com/cheqids

PAY TO THE ORDER OF Springfield City Library \$ 75.00  
Levony - fund 2 no/00 DOLLARS



MEMO

*[Signature]*

MP

⑆ 21 18 7 20 2 7 ⑆

779070532 1592

SPECIALTY BLUE

*Donation  
Dep to 2917 Fund*

**ASSOCIATION of  
COLLEGE and New  
RESEARCH England  
LIBRARIES Chapter**

August 25, 2016

Jessica Adamick  
W.E.B. Du Bois Library  
University of Massachusetts Amherst  
154 Hicks Way  
Amherst, MA 01003

Springfield City Library  
220 State Street  
Springfield, MA 01103



Dear Jean Canosa Albano,

Enclosed is the reissued donation to the Springfield City Library for \$150. This donation is through Cheryl McCarthy, who wished to donate her honorarium from an ACRL NEC program to your organization! I canceled the first check; please contact me at [jadamick@library.umass.edu](mailto:jadamick@library.umass.edu) if you have any questions.

Best,

Jessica Adamick  
ACRL New England Treasurer

Encl.

<b>ACRL NEW ENGLAND CHAPTER</b>		1515
		51-7011/2111 263
DATE <u>8/25/16</u>		
PAY TO THE ORDER OF <u>Springfield City Library</u>		\$ 150
<u>one hundred fifty</u>		DOLLARS
		
FOR _____		RP
⑈001515⑈ ⑈211170114⑈ 2231993818⑈		



## City Council

SCHEDULED

Meeting: 10/03/16 05:30 PM  
Initiator: Melanie Acobe  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3666

3.4

### **One Care Dual Rate Grant - No Match Required \$10,784.70 (Mayor Sarno)**

**WHEREAS**, the Department of Elder Affairs has been awarded a One Care Dual Rate Grant of \$10,784.70 From the Massachusetts Executive Office of Elder Affairs; and

**WHEREAS**, the grant funds provide counseling and assist Medicare/Medicaid beneficiaries ages 21-64 to know their rights and health insurance choices including Integrated Care Organizations in Massachusetts (One Care); and

**WHEREAS**, the Department intends to use the grant funds to provide expanded outreach plans to educate community-based disability agencies, providers, caregiver's and family members and support groups in an effort to target dually-eligible consumers ages 21-64 for information and access to One Care provider benefits. The department will ensure and provide access to a language interpreter line to serve limited English proficient (LEP) consumers within service area via telephone and provide on-going feedback to the state office about counseling sessions, outreach activities and best practices; 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:

**One Care Dual Rate Grant - \$10,784.70**



### 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 9-13-2016

Department Requesting Grant Setup DEA

Department Phone # (Please include extension) 886-5223

Name and Title of Person to Contact in Case of Questions- Carol Gasque, Fiscal Mgr.

Was this Grant previously setup for a prior fiscal year? YES

If yes, please indicate your previous project number: ONE CARE 0364

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?

(Y/N) NO 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
- State – City
- Private/Other

XXX

Grant Name: ONE CARE DUAL RATE

Total Grant Amount Awarded: \$ 10,784.70

Attachment: MELANIE-ONE CARE-DUAL RATE (3666 : One Care Dual Rate Grant - No Match Required \$10,784.70)

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	ONE CARE DUAL RATE
Contact Person	NEIL PETROCELLI
Street Address	ONE ASHBURTON PLACE, 5 <sup>TH</sup> FLOOR
City, State, Zip Code	BOSTON, MA 02108
Telephone	617-222-7427
Fax	617-727-9368
E-Mail	neil.petrocelli@state.ma.us

Actual Award Date	7/1/2015
Board Approval Date	
Start Date	7/1/2015
Expiration Date	6/30/2016

Renewal Action Date (optional)  
If there are any Matching Funds:

Type	
Percent	
Amount	

Is there any Leverage? HUD FUNDING ONLY	
Source	
Amount	

Comments re: Description/Purpose of Grant  
OUTREACH

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)

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

Attachment: MELANIE-ONE CARE-DUAL RATE (3666 : One Care Dual Rate Grant - No Match Required \$10,784.70)

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

Org Code: 28235404

Object Codes: 501000, 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.

Carol K Dasgupta  
Signature

9/13/16  
Date

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.

Attachment: MELANIE-ONE CARE-DUAL RATE (3666 : One Care Dual Rate Grant - No Match Required \$10,784.70)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



3.4.a

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](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> CITY OF SPRINGFIELD (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Elder Affairs <b>MMARS Department Code:</b> ELD	
<b>Legal Address:</b> (W-9, W-4,T&C): 36 Court St., Springfield, MA 01103-1699		<b>Business Mailing Address:</b> One Ashburton Place, 5th Floor Boston, MA 02108	
<b>Contract Manager:</b> Alicia Germain or Katie Ryan Collins		<b>Billing Address</b> (if different):	
<b>E-Mail:</b> <a href="mailto:agermain@springfieldcityhall.com">agermain@springfieldcityhall.com</a> or <a href="mailto:kcollins@springfieldcityhall.com">kcollins@springfieldcityhall.com</a>		<b>Contract Manager:</b> Neil Petrocelli	
<b>Phone:</b> 1-413-750-2893 <b>Fax:</b> 1-413-750-2694		<b>E-Mail:</b> <a href="mailto:neil.petrocelli@state.ma.us">neil.petrocelli@state.ma.us</a>	
<b>Contractor Vendor Code:</b> VC6000192140		<b>Phone:</b> 617-222-7427 <b>Fax:</b> 617-727-9368	
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT-ELD-0364 DUALSONECARERATESPNG	
		<b>RFR/Procurement or Other ID Number:</b> ELD-RFR-2013-03	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (Includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <a href="#">Employment Status Form</a> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <b>Prior</b> to Amendment: <u>June 30, 2015</u> Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input checked="" type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (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 <a href="#">815 CMR 9.00</a> . <input checked="" type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ _____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.) Rate contract is extended through 06/30/2016 at current rate of \$78.15 per documented One Care Counseling Unit.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of _____, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2016</u> , 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.			
<b>CERTIFICATIONS:</b> 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 <b>Contractor Certifications</b> (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 <b>Commonwealth Terms and Conditions</b> , this Standard Contract Form including the <b>Instructions and Contractor Certifications</b> , 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 <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Domenic J. Sarno</u> Date: <u>6/25/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno, Mayor</u> Print Title: <u>Mayor of the City of Springfield, MA</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>Peggy Conneely</u> Date: <u>6/26/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Pete J. Tieman</u> Print Title: <u>Director of Administration &amp; Finance</u> <u>Accounting &amp; Contracting</u>	

Attachment: MELANIE-ONE CARE-DUAL RATE (3666 : One Care Dual Rate Grant - No Match Required \$10,784.70)



THE COMMONWEALTH OF MASSACHUSETTS  
 THE EXECUTIVE OFFICE OF ELDER AFFAIRS  
 INVOICE SUBMISSION FORM

SAMPLE

Agency Name:	CITY OF SPRINGFIELD
SHINE Region:	Hampden Region
Vendor Code :	VC6000192140
Contract #	CT ELD 0364DUALSONECARERATESPNG
Program:	SHINE OneCare
Month of Service:	February 2015 - May 2015

SHINE OneCare Activity	Account Number (Elder Affairs Use Only)	(For Elder Affairs use only)	Per activity rate	Units for this period	Adjustments from previous months	Requested Amount This Month	(For Elder Affairs use only)	
							Approved Amount	Date Approved by (Initials only)
			\$ 78.15	25		\$1,953.75		
<b>Total Amount Billed</b>				<b>25</b>		<b>\$1,953.75</b>		

I hereby certify under the pains and penalties of perjury that those costs being submitted for reimbursement have been incurred by this agency.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**For EDEA Use Only:**

EDEA DESIGNATED SHINE REPRESENTATIVE \_\_\_\_\_ Date \_\_\_\_\_

DIRECTOR OF ADMINISTRATION AND FINANCE \_\_\_\_\_ Date \_\_\_\_\_



## City Council

SCHEDULED

Meeting: 10/03/16 05:30 PM  
Initiator: Melanie Acobe  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3668

3.5

### TJO Donations- \$305.00 (Mayor Sarno)

**WHEREAS**, the Thomas J. O'Connor Animal Control and Adoption Center has been awarded donations totaling \$305.00 From various individuals; and

**WHEREAS**, the funds provided by the donors were designated for the Thomas J. O'Connor Donation Fund; and

**WHEREAS**, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed in "TJO Donations"; and

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

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

**TJO Donations- \$305.00**

ORG	OBJECT	DESCRIPTI	YEAR	PER	JOURNAL	EFF DATE	SRC	REF1	PO/REF2
'29812925	'483000	'DONATIO	2017	'03	' 501	'09/06/201	CRP	'292	'4329854
'29812925	'483000	'DONATIO	2017	'02	' 1328	'08/16/201	CRP	'292	'4316714
'29812925	'483000	'DONATIO	2017	'02	' 835	'08/09/201	CRP	'292	'4311164
'29812925	'483000	'DONATIO	2017	'01	' 1088	'07/19/201	CRP	'292	'4261399
'29812925	'483000	'DONATIO	2017	'01	' 627	'07/12/201	CRP	'292	'4255559
Total									

Attachment: TJO Donations 10\_03\_16 (3668 : TJO Donations - \$305.00)

AMOUNT

-235

-20

-25

-20

-5

-305

Attachment: TJO Donations 10\_03\_16 (3668 : TJO Donations - \$305.00)



## City Council

SCHEDULED

Meeting: 10/03/16 05:30 PM  
Initiator: Melanie Acobe  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3667

3.6

### **FY17 Massachusetts Cultural Council Grant Acceptance - No Match Required \$11,300 (Mayor Sarno)**

**WHEREAS**, the Library Department ("Department") has been awarded a Massachusetts Cultural Council, Cultural Investment Portfolio (CIP) Grant of \$11,300.00 from the Massachusetts Cultural Council (MCC); and

**WHEREAS**, the grant funds are intended to promote a vigorous art and cultural environment that seeks to improve the quality of life for Commonwealth residents; and

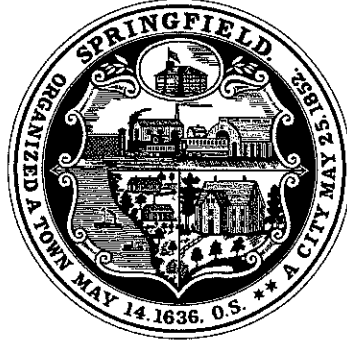
**WHEREAS**, the Department intends to use the grant funds to engage the community by connecting them to timely, accessible resources that will promote responsive public service, lifelong learning, independence and individual personal achievement for citizens of all ages. Further, the department will provide opportunities for community members to challenge and examine their world, and to explore the diversity of other worlds and heritages; 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:

**FY17 Mass Cultural Council Grant Acceptance - \$11,300.00**



## 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	9/20/2016
Department Requesting Grant Setup	Library
Department Phone # (Please include extension) x290	263-6828
Name and Title of Person to Contact in Case of Questions	C Leaders, Bus Mgr

Was this Grant previously setup for a prior fiscal year? Yes  
If yes, please indicate your previous project number: 83616

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: Massachusetts Cultural Council

Total Grant Amount Awarded: \$11,300

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

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  
 Contact Person  
 Street Address  
 City, State, Zip Code  
 Telephone  
 Fax  
 E-Mail

Actual Award Date 9/9/2016

Board Approval Date

Start Date 9/9/2016

Expiration Date 6/30/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type  
 Percent  
 Amount

Comments re: Description/Purpose of Grant

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)

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: 28366105

Object Codes: 530105 551700 571100 551300 524020 531040 531200 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.

\_\_\_\_Molly Fogarty\_\_\_\_  
Signature

\_\_\_\_9/21/2016\_\_\_\_\_  
Date

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 CULTURAL COUNCIL

10 St. James Avenue  
 Boston, MA 02116-3803  
 617.858.2700  
 800.232.0960 Toll Free  
 617.727.0044 Fax  
 mcc@art.state.ma.us E-mail  
 www.massculturalcouncil.org Web

September 9, 2016

Domenic Sarno, Mayor  
 City of Springfield  
 City Hall  
 36 Court Street  
 Springfield, MA 01103-1683

Dear Mayor Sarno:

Congratulations! We are pleased to inform you that Springfield City Library has been awarded an FY17 Cultural Investment Portfolio (CIP) grant from the Massachusetts Cultural Council (MCC) in the amount of \$11,300 (Grant #FY17-CI-CAO-0350). The enclosed Contract Package contains award instructions and reporting requirements for this grant.

Please review the contract carefully and return the required paperwork to Cyndy Gaviglio, Contracts Officer at the MCC by Monday, February 6, 2017. This will help us process the award as quickly as possible. For questions about the contract, please contact Cyndy at 617/858-2711 or by email at [Cyndy.Gaviglio@art.state.ma.us](mailto:Cyndy.Gaviglio@art.state.ma.us).

Please see Attachment A of the Contract Package for reporting requirements and deadlines specific to your organization. For questions about the FY17 CIP grant, or about future funding through the program, please contact Sara Glidden, Program Manager, at 617/858-2710 or by email at [Sara.Glidden@art.state.ma.us](mailto:Sara.Glidden@art.state.ma.us).

We are delighted to be able to support your organization, and to consider you part of our "Portfolio". Thank you for your valuable contributions to the cultural vitality of Massachusetts.

Sincerely,

Nina Fialkow  
 Chair

Anita Walker  
 Executive Director

Enclosures



cc: Molly Fogarty, Director, Springfield City Library



## City Council

SCHEDULED

Meeting: 10/03/16 05:30 PM  
Initiator: Melanie Acobe  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3665

3.7

### Department of Public Works Recycling Dividend Program (RDP) Grant - \$56,000 (Mayor Sarno)

**WHEREAS**, the Department of Public Works (Department) has been awarded a Recycling Dividend Program (RDP) grant of \$56,000.00 from the Massachusetts Department of Environmental Protection (MassDEP); and

**WHEREAS**, the grant will be used to improve City recycling and waste reduction programs and policies; and

**WHEREAS**, the Department intends to use the grant funds to purchase recycling bins and or related items; and

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

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

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

**Department of Public Works Recycling Dividend Program Grant - \$56,000**



## 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	11/17/2015
Department Requesting Grant Setup	Public Works
Department Phone # (Please include extension)	787-6476
Name and Title of Person to Contact in Case of Questions Superneau-Deputy Director	Greg

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

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

Grant Type:

State –DEP  
 Federal Pass-Through DOE– School  
 Federal Direct– School  
 Federal – City  
 State DOE– School  
 State Other – School  
 State –City  
 Private/Other

Grant Name: Recycling Dividend Program

Total Grant Amount Awarded: \$ 56,000.00

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  
 Contact Person  
 Street Address  
 City, State, Zip Code  
 Telephone  
 Fax  
 E-Mail

Actual Award Date 9/30/2015  
 Board Approval Date 11/16/2015  
 Start Date 11/17/2015  
 Expiration Date 6/30/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type  
 Percent  
 Amount

Comments re: Description/Purpose of Grant

To provide funds for the purchase of recycling educational materials and equipment to support the recycling collection program.

Comments re: Conditions/Restrictions of Grant

Must be used on MA DEP approved expenses

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) N/A

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

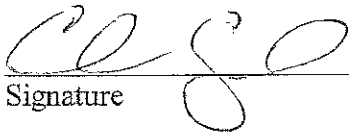
Please list all object codes needed for the grant.  
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: 527020,530105,531020,531200,534300,551700

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.

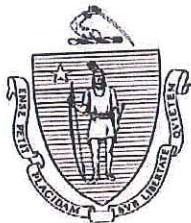
  
Signature

11-19-15  
Date

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.



CHARLES D. BAKER  
GOVERNOR

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

*Handwritten notes:*  
Please call to  
Charles C. / @ DPW  
Karyn  
4/35 g/k/m

KARYN E. POLITO  
LIEUTENANT GOVERNOR

September 7, 2016

Dear Mayor Domenic J. Sarno,

Congratulations! I am pleased to notify you that the City of Springfield has been awarded a Recycling Dividends Program grant of \$56,000 through the Sustainable Materials Recovery Program. I want to thank you for your commitment to reducing waste and increasing recycling for the benefit of our communities and the environment.

Enclosed you will find further instructions from the Department of Environmental Protection on next steps. Please feel free to contact Tina Klein if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

*Handwritten signature of Charles D. Baker*

*Handwritten signature of Karyn E. Polito*

RECEIVED  
SEP 09 2016  
BY: \_\_\_\_\_



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Matthew A. Beaton  
Secretary

Martin Suuberg  
Commissioner

September 7, 2016

Mayor Domenic J. Sarno  
City of Springfield  
36 Court Street  
Springfield, MA 01103

Dear Mayor Sarno,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the City of Springfield Recycling Dividends funds and Small-Scale Initiative funds under the Sustainable Materials Recovery Program. The City of Springfield has earned 9 points and will receive \$56,000.

Please note, awards for the following grant categories are being evaluated (Mattress Recycling Initiative, SMART/PAYT, Curbside Recycling/Food Waste Carts, Drop-off Equipment, School Recycling Assistance, Waste Reduction Enforcement Coordinator, Waste Reduction Projects, Organics Capacity Projects) and will be announced separately.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The Recycling Dividends Program (RDP) provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns. Eligibility criteria will ramp up over time, leveraging increasingly greater diversion results and lower solid waste disposal.

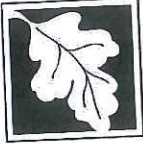
The key dates and deadlines specific to your award are summarized in the enclosed Checklist. The detailed terms and conditions are specified in the RDP Contract which has been mailed to the Recycling Contact of record for your municipality, copied below. The Recycling Contact will facilitate getting this document signed by an Authorized Signatory and will return it to MassDEP. Once received, the RDP Payment will be remitted to your municipality. Should you have any questions, please call Tina Klein at 617-292-5704.

Thank you for your commitment to advancing recycling and waste reduction in Massachusetts. Together our efforts will reduce greenhouse gas emissions, conserve natural resources and save energy, while also supporting jobs and reducing disposal costs for waste generators and municipalities.

Sincerely,

Martin Suuberg  
Commissioner

cc: Jacob Seldin, Assistant Solid Waste Manager



Massachusetts Department of Environmental Protection  
Bureau of Waste Prevention  
Sustainable Materials Recovery Program

## Checklist for Recycling Dividends Program Grant Award

### Instructions:

- Note the following deadlines and requirements for this grant.
- Have the enclosed RDP Contract (sent only to the municipal Recycling Contact copied on the enclosed award letter) signed by an authorized signatory and return the signed original to Tina Klein, MassDEP no later than December 31, 2016.
- Report annual expenditures of RDP funds and RDP balance remaining by February 15<sup>th</sup> for the previous calendar year.
- Awarded Small-Scale Initiative funds, if any, are noted in Section 13 of the RDP Contract, and will be consolidated with the municipality's RDP award. Consolidated funds must be spent according to Section 8 of the RDP Contract, and accounted for as described below in steps two and three.

### STEP ONE: RDP Contract

The RDP Contract must be signed by one of the individuals listed on page 1 of the Authorized Signatory Listing form, which your municipality filed with MassDEP for this grant program. For reference, a copy of your Authorized Signatory Listing has been sent to the municipal Recycling Contact. **If the person(s) listed on the form has changed (for example, a new Mayor has been elected), the municipal official with the same title may sign the RDP Contract. A new Authorized Signatory Listing form IS NOT REQUIRED.**

The signed original RDP Contract must be returned to the address listed below **no later than December 31, 2016 or funds will be forfeited.**

### STEP TWO: TRACK EXPENDITURES BY APPROVED EXPENSE CATEGORY

- This is not a reimbursement-based grant. Your award payment will be processed as soon as the RDP Contract is returned.
- However, you are required to keep track of approved expenditures, by expense categories. See Section 8 – Use of Funds, for a list of approved expense categories, and Section 9 for record keeping requirements.
- Be prepared to be audited.

### STEP THREE: REPORT EXPENDITURES AND REMAINING BALANCE

- Funds do not need to be spent in the fiscal year awarded; they may be accumulated across fiscal years in order to make a larger purchase than is possible with one year's award. The municipality is required to report all expenditures from the previous calendar year no later than February 15<sup>th</sup>.

Contact Dawn Quirk with any questions: 617-292-5557 or Dawn.Quirk@state.ma.us

Return completed documents to: Tina Klein, MassDEP, Consumer Programs, One Winter Street, 7<sup>th</sup> Floor, Boston, MA 02108



City of Springfield, Massachusetts  
Form: Approval to Apply for a Grant

General Information			
Title of Grant	Recycling Dividend Program		
Submission Due Date	June 15, 2016		
Granting Agency	Commonwealth of Massachusetts Department of Environmental Protection		
Purpose/Summary of Grant:	The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. RDP payments shall be expended on approved equipment and activities to enhance the performance of the municipalities waste reduction program.		
Amount of Grant	\$56,000	Department	Department of Public Works
Staff Contact Name	Greg Superneau	Contact Information	(413) 787-6476
Matching funds and/or support required			
Are matching funds required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, dollar amount, timing, and source:	
Are you hiring new staff under this grant? Note: the City's <i>Fiscal Policies and Procedures</i> require that the hiring department structure the hiring as grant funded and temporary.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, describe how this will be done:	
If hiring, list # of positions:			
Full time or part time?			
Fringe Benefits? (Y/N)			
Does work needed by the grant require staff hours from other departments?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, describe whether that department or those departments have been notified, and whether those staff hours are covered under the grant:	
Are you purchasing IT equipment under this grant? Note: the City's <i>Fiscal Policies &amp; Procedures</i> require that MTS be notified of all IT purchases.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, describe equipment and software (include information on how upgrades for both hardware and software will be funded):	
Is IT equipment and software support covered under the grant?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, describe costs covered and who will be providing the support:	
Are you requesting capital projects under this grant? Note: the City's <i>Fiscal Policies &amp; Procedures</i> require capital project be approved in the City's centralized capital planning process.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, describe who will be providing on-going maintenance and whether / how those cost are covered:	
Sign-off			
DEPARTMENT HEAD		Date	9-28-16
GRANTS DIRECTOR	_____	Date	

Please Scan & E-mail this Form to [Chevrn.Wojcik at cwojck@springfieldcityhall.com](mailto:Chevrn.Wojcik@springfieldcityhall.com)

**RECYCLING DIVIDEND PROGRAM CONTRACT (“RDP Contract”)  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)**

AND THE City of Springfield (“Municipality”)

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program (“RDP”) and Small Scale Initiatives grant. The Municipality has earned a payment of \$56,000.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns. RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and it rewards communities with model recycling and waste reduction programs.

**Duration:** The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported to MassDEP on use of funds.

**RESPONSIBILITIES OF THE MUNICIPALITY**

1. **Authority:** The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.
2. **Commonwealth Terms and Conditions:** The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality’s executed Master Service Agreement.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP’s right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Municipality has established paper, bottle and can recycling in all municipal offices and meeting spaces, excluding schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.
5. **Buying Recycled Products:** The Municipality has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy during the term of the RDP Contract. Proof of annual buy recycled policy staff notification is required for all SMRP grant applications.

6. **RDP Payment Calculation:** MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *Section 7 – Program Criteria* and *Appendix A – Criteria Performance Standards* describe in detail the conditions for earning points.

Trash Households Served	Value of Each Point
1 - 1,999	\$200
2,000 - 4,999	\$400
5,000 - 7,499	\$600
7,500 - 9,499	\$1,000
9,500 - 12,499	\$1,500
12,500 - 16,999	\$2,500
17,000 - 24,999	\$3,000
25,000 - 31,999	\$3,500
32,000 - 99,999	\$6,000
100,000 +	\$10,000

7. **Program Criteria:** The Municipality, through its RDP application, certifies that all points earned are for programs that were in place no later than June 15, 2016 and that these programs fully meet the performance standard set forth in *Attachment A – Criteria Performance Standards. Section 13 – RDP Payment Calculation* lists the program criteria for which the Municipality has earned points, and upon which the Municipality's payment was calculated.
8. **Use of Funds:** RDP Payments shall be expended on approved equipment and activities, listed below, to enhance the performance of the Municipality's waste reduction programs. Use of a dedicated account or revolving account is recommended but not required. Funds do not have to be spent in the fiscal year received, and may be carried over to future years and accumulated to fund a larger eligible expense or project. Small-Scale Initiative awarded as part of this contract and referenced in Section 13 follow the same Use of Funds requirements.

Approved Equipment and Activities (See Grant Guidance for details and examples):

- a. Recycling carts, bins, and/or other recycling collection containers and signage;
- b. Compost bins, kitchen scrap buckets, carts and other collection containers for food waste/organics;
- c. Environmentally Preferred Products including rain barrels and purchases from state contract FAC85 Categories: 1, 2, 3, 5C, 5E, 5F, 5H, and 7. Compostable foodservice ware may be purchased from GRO29;
- d. Incremental operating costs for a new organics diversion program;
- e. Roll-off containers, compactors and balers for the collection of materials for reuse or recycling;
- f. Cost to host a second or subsequent household hazardous waste collection event; conditions apply (see Grant Guidance);

- g. Dedicated Waste Reduction Enforcement Coordinator (must spend designated time each week on enforcement). Mandatory recycling must be codified in regulation, ordinance or bylaw and must include a fine for non-compliance. Municipalities receiving a Waste Reduction Enforcement Coordinator (WREC) SMRP grant may not use RDP funding as part of the matching funds requirement;
  - h. Costs associated with the collection and recycling of materials listed in the CHARM section of the RDP grant application;
  - i. Establishing and/or maintaining a municipally operated swap shop;
  - j. Recycling collection infrastructure and recycling site improvements at schools and drop-off locations with prior approval from MassDEP;
  - k. Recycling outreach and educational tools and materials listed and described in the Approved Equipment and Activities section of the Recycling Dividends Program (RDP) Grant Guidance;
  - l. Costs associated with implementing or maintaining a Pay-As-You-Throw (PAYT) program;
  - m. Funds to enhance school recycling and composting programs;
  - n. School chemical disposal;
  - o. Reusable trays for cafeterias, small compostable cups, reusable bags, reusable water bottles;
  - p. Funding up to \$750 annually for recycling related conferences and memberships.
9. **Record Keeping:** The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits each year to ensure compliance with this Contract.
10. **Reporting:** By February 15<sup>th</sup> of each year, for the duration of the Contract, the Municipality shall submit the Recycling and Solid Waste survey and the Recycling Dividends Program Annual Report through its ReTRAC Connect™ account. Failure to comply with these reporting requirements will jeopardize future grant awards and RDP payments.
11. **Environmental Compliance:** The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in full compliance with all applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.
12. **Addendums:** Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

13. RDP Payment Calculation:

The Municipality's payment has been calculated as follows:  
(Value of each point) x (Total RDP Points) + (Small Scale payment amount)

a. Solid Waste Program	0
b. Organics	0
c. Bulky Items	2
d. Yard Waste	2
e. Mandatory Recycling	3
f. Household Hazardous Waste	2
g. Center for Hard to Recycle Materials	0
h. Textile Bonus Point	0

TOTAL RDP POINTS 9

VALUE OF EACH POINT \$6,000


RDP PAYMENT AMOUNT \$54,000

SMALL-SCALE PAYMENT AMOUNT \$2,000

TOTAL GRANT PAYMENT AMOUNT \$56,000

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

COMMONWEALTH OF MASSACHUSETTS

By:   
Greg Cooper, Division Director  
Bureau of Air and Waste  
Department of Environmental Protection

9/21/16  
(Date)

City of Springfield

By: CSO DPW Dir  
(Signature and Title)  
CHRISTOPHER M CIGNOLI  
(Print Name)

9-13-16  
(Date)

11/25/2015 09:01  
 SUPERNEAU  
 CITY OF SPRINGFIELD  
 G/L ACCOUNT DETAIL  
 P  
 glacting  
 1

Org: 28984000 Object: 461000 Project: 18436  
 GRANT REVENUE - STATE 2898-40-400-0000-0000-0090-000000-0000000-461000-18436

YEAR PER JOURNAL EFF DATE	SRC TR PO/REF2	REFERENCE	AMOUNT	POSTED	
2016 05	001776	11/23/2015 BUC 5	NEW BUDGET RECYCLING	-56,000.00	Y
Total Amount:			-56,000.00		

\*\* END OF REPORT - Generated by Greg Superneau \*\*



## City Council

SCHEDULED

3.8

Meeting: 10/03/16 05:30 PM  
Initiator: Heather Potito  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3661

### **Bills of Prior Year - Treasurer Department (Mayor Sarno)**

**WHEREAS**, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council that the Department listed on the attached CAFO certification may pay a bill from a previous fiscal year totaling \$1,375.00; and

**WHEREAS**, the department listed will make payment for an unpaid bill of a previous fiscal year from their FY17 General Fund Operating Budget; 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;

**NOW THEREFORE BE IT ORDERED**, that the City Council approves the payment of the bills listed on the attached from the FY17 General Fund Departmental Operating Budgets for the expenses incurred in a previous fiscal year.

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: 10/3/16  
Re: Order for Council Meeting – 10/3/16  
Cc: Mayor Sarno

**Purpose:** The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the October 3, 2016 Council meeting, which will pay a prior year invoice totaling \$1,375.00. Pursuant to Mass. General Laws Ch. 44 Section 64 and Chapter 468 of the Acts of 2008, a two-thirds vote by the City Council is required to approve payment of all invoices from previous fiscal years.

**Background:** This is a request to allow the Treasurer's Department to pay a previous year's bill for Property Management of the Tax Title Program from the current year (FY17) budget. Listed below is the department invoice, due date, reason and amount.

Department	Invoice#	Vendor	Date	Reason	Amount
Treasurer	7589	Western Mass Environmental, LLC.	10/6/2015	FY16 Services Rendered	\$ 1,375.00
<b>TOTAL</b>					<b>\$ 1,375.00</b>

**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.

Attachment: CAFO Cert - Treasurer WME BOPY (3661 : Bills of Prior Year - Treasurer Department)

3.8.b

Western Mass Environmental, LLC

93 Wayside Ave.  
West Springfield, MA 01089

# Invoice

Date	Invoice #
10/6/2015	7589

Packet Pg. 41

Bill To
SPRINGFIELD OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT 70 TAPLEY STREET SPRINGFIELD, MA 01104

Ship To
RE: DISPOSAL OF CONTENTS OF DRUMS 182 HANCOCK STREET SPRINGFIELD, MA TIGHE & BOND PROJECT #2814353-03 (7100)

JOB#	P.O. NUMBER	Terms	Due Date	Rep
5977	WME-2015-4	Due on receipt	10/6/2015	MJM

Quantity	Item Code	Description	Price Each	Amount					
1	DISPOSAL	DISPOSAL OF DRUMS CONTENTS. PER DRUM RATE	1,375.00	1,375.00					
		RECEIVED SEP 15 2016							
		THANK YOU VERY MUCH. YOUR BUSINESS IS GREATLY APPRECIATED!							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Phone #</td> <td style="width: 50%;">Fax #</td> </tr> <tr> <td>413-788-2622</td> <td>413-787-2646</td> </tr> </table>		Phone #	Fax #	413-788-2622	413-787-2646	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>Total</b></td> <td style="width: 20%; text-align: right;">\$1,375.00</td> </tr> </table>		<b>Total</b>	\$1,375.00
Phone #	Fax #								
413-788-2622	413-787-2646								
<b>Total</b>	\$1,375.00								

ALL UNPAID BALANCES SHALL INCUR MONTHLY CHARGES AT THE RATE OF ONE AND ONE-HALF(1.5%) AFTER 30 DAYS. IN THE EVENT OF DEFAULT, THE CLIENT AGREES TO PAY COST OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES.

OK  
 High  
 9-15-16



## City Council

**SCHEDULED**

Meeting: 10/03/16 05:30 PM  
Initiator: Christopher Fraser  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3660

3.9

### **Police Department Donations - \$95.00 (Mayor Sarno)**

**WHEREAS**, the Springfield Police Department has been awarded donations totaling \$95.00 From various individuals and organizations; and

**WHEREAS**, the funds provided by the donors were designated for the Police Department's Donation Fund; and

**WHEREAS**, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed in Attachment; and

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

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

**Police Department Donations - \$95.00**

### SPRINGFIELD POLICE DEPARTMENT FY17 DONATIONS

Date	Donator	Address	Purpose	Amount
9/7/2016	YMCA GREATER SPRINGFIELD	275 CHESTNUT ST, SPRINGFIELD MA, 01104	C3 INITIATIVE - FOREST PARK	\$ 20.00
9/7/2016	COMMITTEE - STATE REP. CARLOS GONZALEZ	44 DOVER ST, SPRINGFIELD, MA 01107	C3 INITIATIVE - FOREST PARK	\$ 75.00
<b>Total</b>				<b>\$ 95.00</b>

Attachment: Police Donations (3660 : Police Department Donations - \$95.00)



## City Council

SCHEDULED

3.10

Meeting: 10/03/16 05:30 PM  
Initiator: Jennifer Whisher  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3658

### **Executive Office for Administration and Finance (EOAF) Grant - No Match - \$34,275 (Mayor Sarno)**

**WHEREAS**, the Office of Information Technology ("Department") has been awarded an Executive Office for Administration and Finance (EOAF) Grant of \$34,275 from the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF); and

**WHEREAS**, the grant will be used for consulting services to conduct an assessment and make recommendations on the City of Springfield's datacenter/systems discovery, security/network infrastructure discovery, as well as fiber/copper connectivity mapping; 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:

**EOAF Grant - No Match - \$34,275**



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

C# 20170129

3.10.a



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.

<b>CONTRACTOR LEGAL NAME:</b> City of Springfield (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office for Administration and Finance	
<b>Legal Address: (W-9, W-4,T&amp;C):</b> City Hall, 36 Court Street, Springfield, MA 01103		<b>MMARS Department Code:</b> ANF	
<b>Contract Manager:</b> Timothy J. Plante, CAFO		<b>Business Mailing Address:</b>	
<b>E-Mail:</b> tplante@springfieldcityhall.com		<b>Billing Address (if different):</b>	
<b>Phone:</b> (413) 787-6215		<b>Contract Manager:</b> Pam Kocher	
<b>Fax:</b>		<b>E-Mail:</b> kocherp@dor.state.ma.us	
<b>Contractor Vendor Code:</b> VC6000192140		<b>Phone:</b> 617-626-2345	
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001. (Note: The Address Id Must be set up for EFT payments.)		<b>Fax:</b>	
<b>MMARS Doc ID(s):</b>		<b>RFR/Procurement or Other ID Number:</b>	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS</b> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (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. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>34,275</u> .			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <u>EFT</u> 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: <input checked="" type="checkbox"/> 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.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 46 of the Acts of 2015, Section 2, Item 1599-0026, to the City of Springfield for a business continuity initiative.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2017</u> , 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.			
<b>CERTIFICATIONS:</b> 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 <u>Contractor Certifications</u> (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 <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>8/25/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Timothy J. Plante</u> Print Title: <u>Chief Administrative and Financial Officer</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>[Signature]</u> Date: <u>8/29/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>	

Attachment: IT - EOAF GRANT - Contract (3658 : EOAF Grant - No Match - \$34,275)



# 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 10991 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 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, 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 15<sup>th</sup> 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 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.

For the Sub-Grantee  
CITY OF SPRINGFIELD, MA

*n/a* Approved To Appropriation: *n/a*

*Jim Balogh* 8/25/16  
Office of Comptroller Date

Approved as to Form

*William A. Brock* 8/25/16  
Law Department Date

APPROVED:

*Domenic J. Sarno* 8/25/16  
Domenic J. Sarno, Mayor Date

Attachment: IT - EOAF GRANT - Contract (3658 : EOAF Grant - No Match - \$34,275)

## **GRANT AGREEMENT**

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the City of Springfield [“Grantee”] acting through its Mayor.

### **PRELIMINARY STATEMENT**

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$34,275 authorized under Chapter 46 of the Acts of 2015, Section 2, Item 1599-0026 [“Act”] for a business continuity initiative [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

### **SECTION 1. PROJECT SCOPE**

**1.1** The scope of the Project to be funded under the EOAF Grant will include:

- (1) IT assessment consisting of datacenter/systems discovery, security / network infrastructure discovery , and recommendations & documentation, and
- (2) Fiber/copper connectivity mapping assessment & documentation.

### **SECTION 2. DISBURSEMENT OF EOAF GRANT**

**2.1** Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 46 of the Acts of 2015, Section 2, Item 1599-0026; and any other information EOAF may require.

Seventy-five percent of the grant award, or \$25,705, will be disbursed to the Grantee within 45 days of execution of the grant contract.

Twenty-five percent of the grant award, or \$8,570, will be disbursed to the Grantee within 45 days of receipt of Grantee report certifying project completion and submission of supporting documentation. Grantee report must be received by EOAF no later than June 1, 2017.

**2.2** It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by June 30, 2017. Grantee will forfeit any remaining award unused after June 30, 2017. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

### **SECTION 3. REPORTING**

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: (i) copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; (ii) any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; (iii) documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; (iv) a certificate of occupancy of the Project or portions of the Project as applicable by law; and (v) a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

### **SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS**

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: (i) Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; (ii) the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; (iii) Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and (iv) Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

### **SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE**

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

### **SECTION 6. AMENDMENTS**

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

**SECTION 7. SEVERABILITY OF PROVISIONS**

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

#####

Attachment: IT - EOAF GRANT - Contract (3658 : EOAF Grant - No Match - \$34,275)



## COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

**1. Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

**2. Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

**3. Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

**4. Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

**5. Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

**6. Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

**7. Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

**8. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

**9. Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

**10. Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing 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.

**11. Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



### COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

**12. Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

**13. Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

**14. Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

**15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_  
(signature)

Print Name: Timothy J. Plante

Title: Chief Administrative and Financial Officer

Date:

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: City of Springfield

Doing Business As: Name (If Different):

Tax Identification Number: 04-6001415

Address: 36 Court St., 01103

Telephone: 413-886-5004 FAX: 413-750-2623

#### INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: *Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108* in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

Attachment: IT - EOAF GRANT - Contract (3658 : EOAF Grant - No Match - \$34,275)

Issued May 2004



# COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: *City of Springfield*  
CONTRACTOR VENDOR/CUSTOMER CODE: *VC60000192140*

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
<i>Timothy J. Plante</i>	<i>Chief Admin &amp; Financial Officer</i>
<i>Patrick Burns or designee</i>	<i>City Comptroller</i>
<i>Kathleen Breck or Peter Fenton</i>	<i>Law Dept.</i>
<i>Domenic J. Sarno</i>	<i>Mayor</i>

*collectively*

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

*Kathleen Breck*  
Signature

Date: *8/20/14*

Title: *Deputy City Solicitor* Telephone: *413 787-6179*

Fax: *413 787 6173* Email: *kbreck@springfieldcityhall.com*

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Attachment: IT - EOAF GRANT - Contract (3658 : EOAF Grant - No Match - \$34,275)

Issued May 2004

# COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME : City of Springfield  
CONTRACTOR VENDOR/CUSTOMER CODE: VC60000192140

## PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Timothy J. Plante

Title: Chief Administrative and Financial Officer

X *TJ Plante*

Signature as it will appear on contract or other document (Complete only in presence of notary):

### AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, *Kathleen T. Breck* (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

*August 25*, 20 *16*. *Kathleen T. Breck*  
My commission expires on: *5/13/22*

AFFIX NOTARY SEAL

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL

Attachment: IT - EOAF GRANT - Contract (3658 : EOAF Grant - No Match - \$34,275)

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME : City of Springfield  
CONTRACTOR VENDOR/CUSTOMER CODE: VC60000192140

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Domenic J. Sarno

Title: Mayor

*Domenic J. Sarno*

X \_\_\_\_\_  
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Kathleen T. Breck (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

August 25, 20 16.

*Kathleen T. Breck*

My commission expires on: 5/13/22

AFFIX NOTARY SEAL

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL

Attachment: IT - EOAF GRANT - Contract (3658 : EOAF Grant - No Match - \$34,275)

Issued May 2004

# COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME : City of Springfield  
CONTRACTOR VENDOR/CUSTOMER CODE: VC60000192140

## PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Kathleen T. Breck

Title: Deputy City Solicitor

X *Kathleen T. Breck*

Signature as it will appear on contract or other document (Complete only in presence of notary):

### AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Stephanie A Liebl (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

8/25, 2016.

My commission expires on: STEPHANIE A. LIEBL  
Notary Public  
My Commission Expires September 29, 2017

AFFIX NOTARY SEAL

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL

Attachment: IT - EOAF GRANT - Contract (3658 : EOAF Grant - No Match - \$34,275)

Issued May 2004

# COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME : City of Springfield  
CONTRACTOR VENDOR/CUSTOMER CODE: VC60000192140

## PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Joanne Raleigh

Title: Deputy City Comptroller

X *Joanne Raleigh*  
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, *Kathleen T. Breck* (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

*August 25*, 20 *16*. *Kathleen T. Breck*

My commission expires on: *5/13/22*

AFFIX NOTARY SEAL

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL

Attachment: IT - EOAF GRANT - Contract (3658 : EOAF Grant - No Match - \$34,275)



### 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	9/19/16
Department Requesting Grant Setup	ITD
Department Phone # (Please include extension)	413-750-2400
Name and Title of Person to Contact in Case of Questions	Andrew Doty

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

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?  
(Y/N) 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: Executive Office for Administration and Finance (EOAF) Grant (Community Compact)

Total Grant Amount Awarded:        \$    34,275

Attachment: EOAF Grant Set-Up Form - Signed (3658 : EOAF Grant - No Match - \$34,275)

Is this a Reimbursable Grant? (Y/N) Y – Partial  
*\*Seventy-five percent (75%) of the grant award, or \$25,705, will be disbursed within 45 days of execution of the grant contract.*  
*\*Twenty-five percent (25%) of the grant award, or \$8,570, will be disbursed to the Grantee within 45 days of the receipt of Grantee report certifying project completion and submission of supporting documentation.*

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

Entity Name	Division of Local Services
Contact Person	Pam Kocher, Director of Special Initiatives
Street Address	PO Box 9569
City, State, Zip Code	Boston, MA 02114
Telephone	(617) 626-2345
Fax	
E-Mail	kocherp@dor.state.ma.us

Actual Award Date 8/29/16  
 Board Approval Date  
 Start Date  
 Expiration Date 6/30/2017  
 Renewal Action Date (optional)

If there are any Matching Funds:  
 Type  
 Percent  
 Amount

Comments re: Description/Purpose of Grant  
 (1) IT assessment consisting of datacenter/systems discovery, security/network infrastructure discovery, and recommendations & documentation, and  
 (2) Fiber/copper connectivity mapping assessment & documentation

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)

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

Attachment: EOAF Grant Set-Up Form - Signed (3658 : EOAF Grant - No Match - \$34,275)

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

9-21-16  
\_\_\_\_\_  
Date

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.

Attachment: EOAF Grant Set-Up Form - Signed (3658 : EOAF Grant - No Match - \$34,275)



# City Council

SCHEDULED

3.11

Meeting: 10/03/16 05:30 PM  
Initiator: Jennifer Whisher  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 3623

## Riverfront Park Grant - Host Community Agreement Funds - \$1,000,000 (Mayor Sarno)

**WHEREAS**, pursuant to Paragraph 3 of Exhibit E to the Host Community Agreement, as amended, between the City of Springfield, Blue Tarp redevelopment, LLC and, via joinder, MGM Springfield redevelopment, LLC (collectively, "MGM"), MGM has provided the City with a grant of One Million Dollars (\$1,000,000) to be used to fund improvements to Riverfront Park; and

**WHEREAS**, the Department of Capital Asset Construction ("the Department") intends to use the grant funds to remodel the City's down town Riverfront Park, aimed at enhancing the accessibility and appearance of the Park; 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:

**Riverfront Park Grant - Host Community Agreement - \$1,000,000**



Frank P. Fitzgerald  
 John E. Drost, Jr.  
 Stephanie A. Fitzgerald †  
 Brian S. Fitzgerald \*  
 Jane L. Mantolesky  
 Daniel T. Wright \*

†Also admitted in New York  
 \*Also admitted in Connecticut

Direct e-mail: [fpf@fitzgeraldatlaw.com](mailto:fpf@fitzgeraldatlaw.com)

August 8, 2016

**VIA IN-HAND DELIVERY**

Mayor Domenic Sarno  
 City of Springfield, City Hall  
 36 Court Street, Room 210  
 Springfield, MA 01103

**Re: Riverfront Park \$1 Million Grant**

Dear Mayor Sarno:

Please be advised that, pursuant to Paragraph 3 of Exhibit E to the Host Community Agreement, as amended, between the City of Springfield, Blue Tarp reDevelopment, LLC and, via joinder, MGM Springfield reDevelopment, LLC (collectively, "MGM"), MGM has provided the City with a grant of One Million Dollars (\$1,000,000) to be used to funds improvements to Riverfront Park. The grant should have been received August 4, 2016, via wire transfer.

Should you have any questions or concerns please feel free to contact me.

Sincerely,

Frank P. Fitzgerald

cc: Michael Mathis, President and COO, MGM Springfield, via email  
 Edward Pikula, Solicitor, City of Springfield, via email  
 Kevin Kennedy, Chief Development Officer, City of Springfield, via email  
 Seth N. Stratton, Vice President and General Counsel, MGM Springfield, via email

Attachment: Riverfront Park Grant Letter to Mayor Sarno (3623 : Riverfront Park Grant - \$1,000,000)





## 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	9/26/2016
Department Requesting Grant Setup	DCAC
Department Phone # (Please include extension)	x6445
Name and Title of Person to Contact in Case of Questions	Peter Garvey
Was this Grant previously setup for a prior fiscal year? If yes, please indicate your previous project number:	No
If this is a new Grant, have you filled out the “Approval to apply for a grant” Form? (Y/N) 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	
	State – City	
X	Private/Other	(MGM Host Community Agreement)

Grant Name: Riverfront Park Grant – MGM Host Community Agreement

Total Grant Amount Awarded: \$ 1,000,000

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

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  
 Contact Person  
 Street Address  
 City, State, Zip Code  
 Telephone  
 Fax  
 E-Mail

Actual Award Date

Board Approval Date

Start Date

Expiration Date

Renewal Action Date (optional)

If there are any Matching Funds:

Type  
 Percent  
 Amount

Comments re: Description/Purpose of Grant

“To fund improvements at Riverfront Park.”

Comments re: Conditions/Restrictions of Grant

Pursuant to Paragraph 3 of Exhibit E to the Host Community Agreement, as amended, between the City of Springfield, Blue Tarp reDevelopment, LLC and, via joinder, MGM Springfield reDevelopment, LLC (collectively, “MGM”)

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, 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:

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

9-27-16  
Date

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.