CITY OF MELROSE

APPROPRIATIONS & OVERSIGHT COMMITTEE

AGENDA● JANUARY 31, 2022

Web-based remote meeting , Melrose, MA 02176 | **Remote meeting** | **7:00 PM**

I. CALL TO ORDER

Jen Grigoraitis	Chair
Leila Migliorelli	Vice Chair
Shawn M. MacMaster	
Jack Eccles	
Mark Garipay	
Maya Jamaleddine	
Robb Stewart	
Manjula Karamcheti	
John Obremski	
Ryan Williams	
Christopher Cinella	President, ex oficio

1. **Motion:** statement of remote meeting information

   Pursuant to An Act Extending Certain COVID-19 Measures signed by Governor Baker on June 16, 2021 that extended the remote meeting provisions of his March 12th Executive Order Suspending Certain Provisions of the Open-Meeting Law this meeting of the Appropriations & Oversight Committee will be conducted via remote participation to the greatest extent possible. We will post a comprehensive record of these proceedings as soon as possible after the meeting on the City of Melrose website and on MMTV/mmtv3.org. The public can find online access instructions to view this meeting at www.cityofmelrose.org/remotemeetings.

II. PUBLIC COMMENT

III. ORDERS

1. **ORDER-2022-61 :** Authorization to accept a grant in the amount of $6,500 from the Massachusetts Emergency Management Agency -MEMA (Item #9579)

   Offered by: Mayor Paul Brodeur

   Sponsored by: Mayor Paul Brodeur

   From: City Council ASSIGNED TO COMMITTEE

2. **ORDER-2022-64 :** Authorization to Appropriate $75,000 to Fund Feasibility Study and Schematic Design for Roof Replacement Projects at the Hoover and Horace Mann Schools - Fund #3383. (Item #9580)

Offered by: Mayor Paul Brodeur

From: City Council ASSIGNED TO COMMITTEE

3. **ORDER-2022-63 :** Authorization to accept a grant in the amount of $54,918 from the Massachusetts Office on Disability's Municipal ADA Improvement Grant Program (Item #9581)

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

From: City Council ASSIGNED TO COMMITTEE

IV. ADJOURNMENT

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts
02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Massachusetts Emergency Management Agency (MEMA) grant
Date: January 18, 2022

The City of Melrose has been awarded a grant from the Massachusetts Emergency Management Agency (MEMA): the Emergency Management Performance Grant (EMPG), which we apply for annually, has been awarded in the amount of $6,500 to support the City's emergency preparedness efforts.

The purpose of the EMPG program is to focus on all-hazards emergency preparedness and resilience, and to enhance the four phases of emergency management operations (Planning, Training/Exercising, Response, and Recovery). As has been our usual practice, the requirement for matching funds for this grant award is met through a portion of the Emergency Management Director's salary.

This year's grant will be used to complete the upgrade the Emergency Management Room in City Hall with technology, including wall mounted monitors, computers and accessories, and other furnishings necessary to perform the training center's function, and to support our Emergency Management planning activities.

The Emergency Management Room training center will be available to all City departments for both public safety and routine municipal trainings. During an emergency (for example, a severe weather event) the training center would be used to coordinate emergency operations and monitor Police, Fire, and DEP radios, as well as various public safety websites.

I respectfully request that the City Council accept this grant.

Attachment: MEMA grants acceptance memo (ORDER-2022-61 : MEMA Grant)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME:(and d/b/a): MELROSE, City of	**COMMONWEALTH DEPARTMENT NAME:** Massachusetts Emergency Management Agency (MEMA)
Legal Address: (W-9, W-4): 562 MAIN STREET MELROSE, MA 02176-3142	**Business Mailing Address:** 400 Worcester Rd, Framingham, MA 01702
Contract Manager: Allan Alpert **Phone:** 617-838-212	**Billing Address (if different):** same
E-Mail: aalpert@cityofmelrose.org	**Contract Manager:** Lorri Gifford / Mayra Quintana **Phone:** 508.820.2004 / **Phone:** 508.820.1407
Contractor Vendor Code: VC6000192116	**E-Mail:** EM.Grants@mass.gov
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)	**MMARS Doc ID(s):** FY21EMPG2100000MELRO
	RFR/Procurement or Other ID Number: FFY2021EMPG

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
X **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
__ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior* to** Amendment:_____.
Enter **Amendment Amount**: _____.

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). **$6,500**

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:

Funding for this grant is provided via a Federal Fiscal Year 2021 Emergency Management Performance Grant (EMPG) and EMPG Program funding provided under the American Rescue Plan Act (ARPA), CFDA #97.042 and has a required dollar-for-dollar match. Funds will only be used for activities outlined in the subrecipient's approved FFY2021 application and in accordance with attached Federal Terms and Conditions, and MEMA Special Conditions and Reporting Requirements.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
__ 2. may be incurred as of_____, 20 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
__ 3. were incurred as of_____, 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2022,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further 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, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X:_____. Date: 11/5/2021
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Paul Brodeur.
Print Title: mayor.

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X:_____. Date: 12/10/21.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: David Mahr.
Print Title: Chief Administrative Officer.

11/15/21 M.Q.

Attachment: Contract MEMA Approved (ORDER-2022-61 : MEMA Grant)

CASL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME	City of Melrose
CONTRACTOR VENDOR/CUSTOMER CODE	VC6000192116

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
Paul Brodeur	Mayor

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.

Signature		**Date**	10/27/2021
Printed Name	Paul Brodeur		
Title	Mayor	**Phone**	781-979-4440
Email	pbrodeur@cityofmelrose.org	**Fax**	781-662-2182

Attachment: Contract MEMA Approved (ORDER-2022-61 : MEMA Grant)

10/29/2021 pg

Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

October 27, 2021

The Honorable Paul Brodeur, Mayor
City of Melrose
Melrose City Hall
562 Main Street
Melrose, MA 02176

Re: City of Melrose, Herbert Clark Hoover Elementary School, Horace Mann Elementary School

Dear Mayor Brodeur:

I am pleased to report that on October 27, 2021, the Board of Directors (the "Board") of the Massachusetts School Building Authority (the "MSBA") voted to invite the City of Melrose (the "City") into the Accelerated Repair Program (the "ARP") to partner with the MSBA in conducting a Schematic Design Study at the Herbert Clark Hoover Elementary School for a potential roof replacement project and at the Horace Mann Elementary School for a potential roof replacement project.

I do want to emphasize that this invitation to partner on a Schematic Design Study is ***not*** approval of a project but is strictly an invitation to the City to work with the MSBA to explore potential solutions to the building needs that have been identified. Moving forward in the MSBA's ARP process requires a partnership with the MSBA, and communities that "get ahead" of the MSBA without MSBA approval will not be eligible for grant funding. To qualify for any funding from the MSBA, local communities must follow the MSBA's statute, regulations, and policies, including the ARP requirements, which require MSBA partnership and approval at each step of the process.

The ARP will focus on the preservation of existing assets by performing energy-efficient and cost-saving upgrades, which will result in direct operational savings for school districts. Districts that are invited into the ARP will be required to use Owner's Project Managers and Designers who are pre-selected and randomly assigned by the MSBA and must also adhere to other requirements that are unique to this program, such as implementing an accelerated project schedule and complying with the MSBA's reimbursement dollar thresholds. Districts will be expected to complete a Schematic Design Study and receive authorization for a Project Funding Agreement by the Board of Directors no later than 12 months from Program invitation. Districts seeking reimbursement under the ARP will be allowed to submit requests for reimbursement monthly, but only if the total value of the invoices being submitted equals more than $50,000.

During the Schematic Design Study phase, the MSBA will partner with the City and its assigned Owner's Project Manager and Designer to find the most fiscally responsible, educationally appropriate and sustainable solution to the building needs identified at the Herbert Clark Hoover

Elementary School and the Horace Mann Elementary School. If during the Schematic Design Study phase, the City determines that the potential project does not meet the qualifying criteria of the

Attachment: Melrose 2021 ARP Invite BAL_10.27.21 (ORDER-2022-64 : Hoover and Horace Mann Roof Replacements)

Board's invitation, the City will be required to remove its Statement of Interest and will not be authorized for a Project Funding Agreement for the project. For the 2021 ARP, the qualifying criteria included roofs of 29 years or more (installed in or before 1992), window and door systems of 30 years or more (installed in or before 1991) and boiler systems of 29 years or more (installed in or before 1992).

The City must complete several pre-requisites prior to beginning work with its consultants. Please submit the following information to the MSBA by no later than the date listed below in order to fulfill these pre-requisites:

- a current routine and capital maintenance plan for the City's school facilities, to be submitted electronically using the MSBA web-based tool (submit prior to February 25, 2022); and,
- an Initial Compliance Certification (attachment to this letter) executed by the City to ensure that the City understands and will comply with the MSBA's requirements and regulations (submit prior to February 25, 2022).

The City must approve funding for the Feasibility Study/Schematic Design portion of this potential project by January 28, 2022. Submission of the properly certified documentation that the City has appropriated its funding should be submitted to the MSBA prior to February 25, 2022. Future funding for the total project budget will be required within 90 days after the date of the MSBA's approval of the project scope and budget.

Once the City has completed the pre-requisites listed above according to the MSBA's standards, the MSBA will assign an Owner's Project Manager and Designer using the MSBA's list of pre-selected and randomly assigned consultants for the ARP. In the meantime, I wanted to share with you the Board's decision and provide a brief overview of what this means for the City of Melrose.

I look forward to continuing to work with you as part of the MSBA's Accelerated Repair Program. As always, feel free to contact me or my staff at (617) 720-4466 should you have any questions.

Sincerely,

John K. McCarthy
Executive Director

Cc: Legislative Delegation
Christopher C. Cinella, President, Melrose City Council
Jen McAndrew, Chair, Melrose School Committee
Dr. Julie Kukenberger, Superintendent, Melrose Public Schools
File: 10.2 Letters

Attachment: Melrose 2021 ARP Invite BAL_10.27.21 (ORDER-2022-64 : Hoover and Horace Mann Roof Replacements)

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts
02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Municipal ADA Improvement Grant
Date: January 18, 2022

The City of Melrose has been awarded a grant in the amount of $54,918 from the Massachusetts Office on Disability's Municipal ADA Improvement Grant program. These grant funds must be expended by June 30, 2022, and there is no match required.

The purpose of this grant is to allow the City to hire a consultant to complete an ADA Self-Evaluation and Transition Plan. The goal is evaluate the City's services, policies, and practices, including physical access of City owned buildings. The scope of the evaluation will include the following physical structures:

- City Hall
- Memorial Hall
- Public Library
- Milano Center
- Beebe Estate
- Fire stations (3)
- City Yard
- Wyoming Cemetery
- McCarthy House (senior housing)
- Steele House (senior housing)
- Mt Hood Park Building
- School Buildings (9 total)

The Self-Evaluation will also include an examination of policies and procedures to determine whether they ensure an equal opportunity for people with disabilities to participate and benefit from the City's services, activities, and programs. This will include in part a review of the city's website accessibility.

Attachment: ADA grant acceptance memo (ORDER-2022-63 : Municipal ADA Improvement Grant)

The Self-Evaluation process will engage City personnel from various departments and the public schools to gather information and get input from the public. This will be done via outreach conducted by the City of Melrose Commission on Disability through public meetings, community surveys, and social media. In addition, targeted outreach will be conducted to community groups, such as the Council on Aging, Special Education Parents' Advisory Group, veteran's groups, Human Rights Commission, Chamber of Commerce, Biking and Pedestrian Committee, and others.

Upon completion of the Self-Evaluation, a Transition Plan will be developed that will include the following:

- A list of the physical barriers that limit accessibility of programs, activities, or services.
- Methods to remove the barriers and make the facilities accessible.
- Estimated costs and time schedule for work completion.

For each facility, the most substantial access issues and order of magnitude will be identified. The transition plan will also include a spreadsheet of priorities for corrective action.

In addition to facilities, the Transition Plan will include a review of policies, practices and procedures to determine compliance with the requirements of the ADA, with a goal of providing recommendations that result in a more usable, inclusive, and welcoming environment for the Melrose community. Examples of policies and procedures to be addressed are requesting reasonable accommodations and modifications for City meetings and events, and ensuring ease of making such requests, equally effective communication, etc.

The City last conducted a Self-Evaluation and developed a Transition Plan in 1996. This comprehensive plan focused primary on access of facilities and buildings, with limited examination of policies and procedures. Many of the issues identified were subsequently addressed. It is clearly time to develop an updated Self-Evaluation and Transition Plan, based on changes and developments over the past 25 years, including: a) changes to the ADA and other laws and codes; b) changes in best practices for accessibility; c) changes to buildings and facilities within the City, including aging of existing facilities, renovations, and new construction; d) the emergence of electronic information sharing and use of the internet as a primary information source.

I respectfully request that the City Council accept this grant in order to allow this important and timely work to move forward.

Attachment: ADA grant acceptance memo (ORDER-2022-63 : Municipal ADA Improvement Grant)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions and Contractor Certifications,** the **Commonwealth Terms and Conditions for Human and Social Services** or the **Commonwealth IT Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: **(and d/b/a): City of Melrose**		**COMMONWEALTH DEPARTMENT NAME: MA OFFICE ON DISABILITY** **MMARS Department Code: OHA**	
Legal Address: (W-9, W-4): 562 Main St, Melrose, MA 02176		**Business Mailing Address 1 ASHBURTON PLACE, ROOM 1305, BOSTON, MA, 02108**	
Contract Manager: David Hoff	**Phone: (617) 480-9230**	**Billing Address (if different): SAME**	
EMail: **COMMISSIONONDISABILITY@CITYOFMELROSE.ORG**	**Fax:**	**Contract Manager: MICHAEL DUMONT**	**Phone: 617-727-7440**
Contractor Vendor Code: VC6000192115		**E-Mail:MICHAEL.DUMONT@MASS.GOV**	**Fax: 617-727-0965**
Vendor Code Address ID (e.g. "AD001"): AD001 . **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s):** **RFR/Procurement or Other ID Number:**	

_X_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
_X_ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
__ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, **20___.**
Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): _X_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

_X_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). $ **54,918.00** .

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

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

Municipal ADA Improvement Grant FY22: The Grantee will hire a consultant with EOAF Grant funds to complete an ADA Self-Evaluation and Transition Plan. The Project scope includes an ADA Self-Evaluation and Transition Plan encompassing all of Grantee's facilities, activities, programs and services

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_X_ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.

__ 2. may be incurred as of _____, **20___**, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date**.**

__ 3. were incurred as of _____, **20___** , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2022,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. **Date:** _____.
(Signature and Date Must Be Captured At Time of Signature)
Print Name: **Paul Brodeur**
Print Title: **Mayor.**

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. **Date:** _____.
(Signature and Date Must Be Captured At Time of Signature)
Print Name: MARY MAHON McCAULEY_____.
Print Title: **EXECUTIVE DIRECTOR**_____

Attachment: StandardContractForm_MelroseADAgrant (ORDER-2022-63 : Municipal ADA Improvement Grant)

Attachment: StandardContractForm_MelroseADAgrant (ORDER-2022-63 : Municipal ADA Improvement Grant)