

City of Waltham

Jeannette A. McCarthy
Mayor

CITY OF WALTHAM
CITY CLERK'S OFFICE

2018 JAN 18 A 9:17

RECORDED

January 18, 2018

TO: The City Council
RE: FFY 2017-18 HMEP Grant and FFY 2017 EMPG Grant

Dear Councillors:

I respectfully request acceptance of two (2) grants from the Massachusetts Emergency Management Agency, FFY 2017-2018 HMEP Grant in the amount of \$4,150.00 and FFY 2017 EMPG Grant in the amount of \$22,460.00. The funds will be used to provide training and updating and publishing the Emergency Plan, as well as the purchase of SCBA air paks for the Air Supply Unit. These grants do not require any new personnel, nor the expenditure of any additional City funds.

Attached is a copy of a letter dated January 16, 2018 that was received from Bernard Mullin, Jr. Mr. Mullin will be available to answer questions concerning this request.

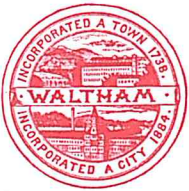
Sincerely,

Jeannette A. McCarthy

JAM/ccb

Enclosure

cc: Bernard Mullin, Jr.



BERNARD E. MULLIN, JR.
DIRECTOR

CITY OF WALTHAM
MASSACHUSETTS
EMERGENCY MANAGEMENT DEPARTMENT

January 16, 2018

RECEIVED

JAN 16 2018

MAYOR'S OFFICE

Mayor Jeannette A. McCarthy
610 Main Street
Waltham, MA 02452

Dear Mayor McCarthy,

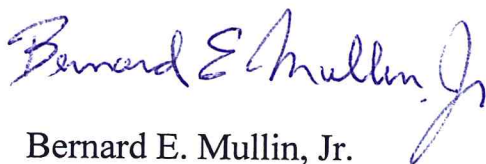
I respectfully request that you ask the City Council to accept the FFY 2017 2018 HMEP Grant in the amount of \$ 4,150.00 and the FFY 2017 EMPG Grant in the amount of \$ 22,460.00 from the Massachusetts Emergency Management Agency.

Because Waltham has a fully certified Local Emergency Planning Committee, the HMEP grant is provided to the city for expenses associated with training and updating and publishing the Emergency Plan.

The EMPG Grant will be applied to purchase of SCBA air paks for the Air Supply Unit.

The terms for acceptance of neither grant require the hiring of any new personnel nor the expenditure of any additional city funds.

Thank you.


Bernard E. Mullin, Jr.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME WALTHAM, City of (and d/b/a) Waltham LEPC		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency management Agency	
Legal Address: (W-9, W-4, T&C): 610 Main Street, Waltham, MA 02452		MMARS Department Code: CDA	
Contract Manager James Perry		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702	
E-Mail lepcchair@city.waltham.ma.us		Billing Address (if different):	
Phone: 508-740-7707 Fax:		Contract Manager: Lorri Gifford	
Contractor Vendor Code: VC6000192141		E-Mail: Lorri.Gifford@state.ma.us	
Vendor Code Address ID (e.g. "AD001"): AD ____		Phone: 508-820-1407 Fax: 508-820-2030	
(Note: The Address ID must be set up for <u>EFT</u> payments.)		MMARS Doc ID(s): FY18HMEP1800000WALTH	
		RFR/Procurement or Other ID Number: 2017 2018 HMEP	

☒ **NEW CONTRACT**

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- ☐ Statewide Contract (OSD or an OSD-designated Department)
☐ Collective Purchase (Attach OSD approval, scope, budget)
☒ Department Procurement (includes State or Federal grants \$15 CMR 2.00)
 (Attach RFR and Response or other procurement supporting documentation)
☐ Emergency Contract (Attach justification for emergency, scope, budget)
☐ Contract Employee (Attach Employment Status Form, scope, budget)
☐ Legislative/Legal or Other (Attach authorizing language/justification, scope and budget)

☐ **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 Scope or Budget (Attach updated scope and budget)
☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget)
☐ Contract Employee (Attach any updates to scope or budget)
☐ Legislative/Legal or Other (Attach authorizing language/justification and updated scope and budget)

The following **COMMONWEALTH TERMS AND CONDITIONS** (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services

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

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

☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$4,150.00

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 (§ 1.0 23.6.23A); ☒ 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:

Funding for this grant is provided through the 2017-2018 USDOT HMEP, CFDA number is 20.703.; Contractor/Sub-Recipient will perform activities as stated in their approved 2017 2018 HMEP application and in accordance with PHMSA USDOT Terms and Conditions and MEMA-PMO Special Terms and Conditions.

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

- ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
☐ 2. may be incurred as of ____, 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, 2018, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in § 901 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: James J. Perry Date: 11/3/17
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: James J. Perry
 Print Title: LEPC Chairman

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: David Mahr Date: 11/16/17
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: David Mahr
 Print Title: Chief Administrative Officer

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: (and d/b/a): WALTHAM, City of		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency	
Legal Address: (W-9, W-4, T&C): 610 Main street, Waltham, MA 02452-5580		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702-5399	
Contract Manager: Bernard E Mullin		Billing Address: (if different): same	
E-Mail: bmullin@city.waltham.ma.us		Contract Manager: Lorri Gifford	
Phone: 781.314.3198 / 781.389.4745	Fax:	E-Mail: lorri.gifford@massmail.state.ma.us	
Contractor Vendor Code: VC6000192141		Phone: 508.820.1407	Fax: 508.820.2030
Vendor Code Address ID (e.g. "AD001"): AD		MMARS Doc ID(s): FY18EMPG1700000WALTH	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: FFY2017 EMPG	

<p><input checked="" type="checkbox"/> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>	<p><input type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>
---	---

The following **COMMONWEALTH TERMS AND CONDITIONS** (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services

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

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

☒ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). \$22,460.00

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

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

Funding for this grant is provided via a Federal Fiscal Year 2017 (FFY17) Emergency Management Performance Grant (EMPG), CFDA #97.042 and has a required dollar for dollar match. The Contractor/Subrecipient will perform activities as stated in your approved 17EMPG application and in accordance with DHS/FEMA Terms and Conditions, and MEMA-PMO Special Terms and Conditions.

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

- ☒ 1. may be incurred as of the **Effective Date** (latest signature date below) and **no** obligations have been incurred **prior** to the **Effective Date**.
- ☐ 2. may be incurred as of _____, 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, 2018, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

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

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: Bernard E Mullin Date: 11/29/17
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: BERNARD E MULLIN

Print Title: EMERGENCY MANAGEMENT

DIRECTOR

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: David Mahr Date: 12/8/17
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: David Mahr

Print Title: Chief Administrative Officer

12/4/2017