



**City Council  
AGENDA**

Monday, October 21, 2024 - 6:40 PM

Regular Meeting  
Agawam Senior Center  
954 Main Street  
Agawam, MA 01001

A. MINUTES

- 1) Approval of minutes dated October 7, 2024

B. AGENDA ITEMS

- 1) **TR-2024-59** - A Resolution accepting a grant in the amount of Six Thousand Five Hundred (\$6,500.00) Dollars from the Massachusetts Emergency Management Agency pursuant to Massachusetts General Laws Chapter 44, Section 53 (Sponsored by Mayor Johnson)
- 2) **TR-2024-61** - A Resolution accepting a Municipal Road Safety Program grant from the Commonwealth of Massachusetts Executive Office of Public Safety and Security in the amount of Thirty Seven Thousand One Hundred Nine (\$37,109.00) Dollars for the Agawam Police Department (Sponsored by Mayor Johnson)

C. ANY OTHER MATTER THAT MAY LEGALLY COME BEFORE THE CITY COUNCIL

D. ADJOURNMENT

Please note that this meeting can be viewed live on Channel 15 (standard definition) or Channel 1074 (high definition) and will also be live-streamed on the town's website ([www.agawam.ma.us](http://www.agawam.ma.us))

TR-2024-59

**A RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF SIX THOUSAND FIVE HUNDRED (\$6,500.00) DOLLARS FROM THE MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY PURSUANT TO MASSACHUSETTS GENERAL LAWS CHAPTER 44, SECTION 53A**

**(Sponsored by Christopher C. Johnson, Mayor)**

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**WHEREAS**, the City of Agawam applied for a grant through the Massachusetts Emergency Management Agency (“MEMA”) which is a division of the Executive Office of Administration and Finance; and

**WHEREAS**, MEMA has awarded the City of Agawam a grant in the amount of Six Thousand Five Hundred (\$6,500.00) Dollars; and

**WHEREAS**, the Emergency Management Office for the City of Agawam will use the funds to update the city’s Continuity of Operation Plan; and

**WHEREAS**, the City of Agawam desires to accept said grant; and

**WHEREAS**, it is in the best interest of the City of Agawam to accept said grant; and

**NOW THEREFORE**, the Agawam City Council hereby resolves, pursuant to Massachusetts General Laws Chapter 44, §53A to accept this grant in the amount of Six Thousand Five Hundred (\$6,500.00) Dollars from the Massachusetts Emergency Management Agency, a division of the Executive Office of Administration and Finance.


Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**PER ORDER OF THE AGAWAM CITY COUNCIL**

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Rosemary Sandlin, President

**APPROVED AS TO FORM AND LEGALITY**

  
\_\_\_\_\_  
Charles J. Sclafani, Associate Solicitor

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



(A)

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>.

<b>CONTRACTOR LEGAL NAME:(and d/b/a):</b> AGAWAM, City of		<b>COMMONWEALTH DEPARTMENT NAME:</b> Massachusetts Emergency Management Agency (MEMA)	
<b>Legal Address: (W-9, W-4):</b> 36 Main Street, Agawam, MA 01001-1801		<b>Business Mailing Address:</b> 400 Worcester Rd, Framingham, MA 01702	
<b>Contract Manager:</b> Chet Nicora	<b>Phone:</b> 413-531-5479	<b>Billing Address (if different):</b> same	
<b>E-Mail:</b> emdirector@agawam.ma.us		<b>Contract Manager:</b> EM Grants Unit	<b>Desk #:</b> 508-820-1407
<b>Contractor Vendor Code:</b> VC6000191692		<b>E-Mail:</b> EM.Grants@mass.gov	<b>Desk #:</b> 508-561-0449
<b>Vendor Code Address ID (e.g. "AD001"):</b> (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> FY24EMPG230000AGAWA	
		<b>RFR/Procurement or Other ID Number:</b> FFY2023EMPG	
<p style="text-align: center;"><b>X_ NEW CONTRACT</b></p> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> Statewide Contract (OSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> 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)		<p style="text-align: center;"><b>CONTRACT AMENDMENT</b></p> Enter Current Contract End Date <i>Prior to</i> Amendment: _____ Enter Amendment Amount: _____ <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> 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): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION: (Check ONE option):</b> 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.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ 6,500.00			
<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: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input checked="" type="checkbox"/> 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> Funding for this grant is provided via a Federal Fiscal Year 2023 Emergency Management Performance Grant (EMPG), Assisting Listing #97.042 and has a required dollar-for-dollar match. Funds may only be used for activities outlined in the subrecipient's approved FFY2023 EMPG Subgrant Application and in accordance with attached Federal Standard Terms and Conditions, Commonwealth Terms and Conditions, and MEMA Special Conditions and Reporting Requirements.			
<b>ANTICIPATED START DATE: (Complete ONE option only)</b> 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 Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2024</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 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X:  Date: <u>3.28.24</u> Print Name / Title: <u>Christopher C. Johnson</u> <span style="margin-left: 150px;"><u>Mayor</u></span>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ Print Name / Title: <u>Randall Lui, CFO</u>	

**A RESOLUTION ACCEPTING A MUNICIPAL ROAD SAFETY PROGRAM GRANT FROM THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY IN THE AMOUNT OF THIRTY SEVEN THOUSAND ONE HUNDRED NINE (\$37,109.00) DOLLARS FOR THE AGAWAM POLICE DEPARTMENT**

**(Sponsored by Christopher C. Johnson, Mayor)**

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**WHEREAS**, the Massachusetts Office of Grants and Research is a division of the Commonwealth of Massachusetts Executive Office of Public Safety and Security; and

**WHEREAS**, the Agawam Police Department applied for and received a Municipal Road Safety Program Grant made possible by the National Highway Traffic Safety Administration; and

**WHEREAS**, the grant is in the amount of Thirty Seven Thousand One Hundred Nine (\$37,109.00) Dollars; and

**WHEREAS**, the Agawam Police Department will utilize the funds to focus on reducing impaired driving and distracted driving, and for click it or ticket seat belt enforcement and speed limit enforcement; and

**WHEREAS**, the Agawam Police Department will also use these funds to invest in the necessary equipment and organizing community safety events such as National Night Out, car seat installation and other community outreach events; and

**WHEREAS**, Agawam Police Department desires to accept said grant; and

**WHEREAS**, it is in the best interests of the City of Agawam to accept said grant from the Massachusetts Executive Office of Public Safety and Security; and

**NOW THEREFORE**, the Agawam City Council hereby resolves pursuant to Massachusetts General Laws Chapter 44, §53(a) to accept a grant from the Massachusetts Executive Office of Public Safety and Security Office of Grants and Research in the amount Thirty Seven Thousand One Hundred Nine (\$37,109.00) Dollars.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**PER ORDER OF THE AGAWAM CITY COUNCIL**

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Rosemary Sandlin, President

**APPROVED AS TO FORM AND LEGALITY**



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Charles J. Sclafani, Associate Solicitor



The Commonwealth of Massachusetts  
Executive Office of Public Safety and Security  
Office of Grants and Research

35 Braintree Hill Office Park  
Braintree, MA 02184  
Tel: (617) 725-3301  
Fax: (617) 725-0260

MAURA T. HEALEY  
Governor

TERRENCE M. REIDY  
Secretary

KIMBERLEY DRISCOLL  
Lieutenant Governor

KEVIN STANTON  
Executive Director

September 23<sup>rd</sup>, 2024

Eric Gillis  
Chief of Police  
Agawam Police Department  
681 Springfield ST  
Agawam, MA 01030

Dear Chief Gillis,

I am pleased to inform you that the **Agawam Police Department** has been awarded **\$37,109.00** for its ***Municipal Road Safety Program***. The funding for this project was made possible by the National Highway Traffic Safety Administration.

All the necessary documents, including the Standard Contract Form, are enclosed. Please note your official start date will be the date that your returned contract is signed and dated by OGR. Costs incurred prior to the date the contract is fully executed by OGR will not be eligible for reimbursement.

If you or your staff have any questions, please feel free to contact Kerrie Mahoney, Program Coordinator, at [Kerrie.L.Mahoney@mass.gov](mailto:Kerrie.L.Mahoney@mass.gov) or 781-535-0066.

Congratulations on your award and we look forward to working with your department to improve traffic safety in Massachusetts.

Sincerely,

Kevin J. Stanton  
Executive Director  
Enclosure



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

MAURA T. HEALEY  
GOVERNOR

KIMBERLEY DRISCOLL  
LIEUTENANT GOVERNOR

September 23<sup>rd</sup>, 2024

Eric Gillis  
Chief of Police  
Agawam Police Department  
681 Springfield ST  
Agawam, MA 01030

Dear Chief Gillis,

**Congratulations! We are pleased to inform you that the Agawam Police Department has been awarded \$37,109.00 in National Highway Traffic Safety Administration funds from the Office of Grants and Research (OGR) to support the *Municipal Road Safety Program*.**

Additional correspondence, including all the documents necessary to execute this grant award will be forthcoming. If you or your staff have any questions, please feel free to contact Kerrie Mahoney, Program Coordinator, at [Kerrie.L.Mahoney@mass.gov](mailto:Kerrie.L.Mahoney@mass.gov) or 781-535-0066.

Once again, congratulations and thank you for the work you do to keep Massachusetts roads safe for everyone.

Sincerely,

A handwritten signature in black ink that reads "M. T. Healey".

Governor Maura T. Healey

A handwritten signature in black ink that reads "Kim Driscoll".

Lt. Governor Kimberley Driscoll

# 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>.

<b>CONTRACTOR LEGAL NAME:</b> Town/City of Agawam Police Department (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Public Safety & Security, Office of Grants & Research <b>MMARS Department Code:</b> EPS	
<b>Legal Address (W-9, W-4):</b> 36 MAIN ST, AGAWAM, MA 01001-1801		<b>Business Mailing Address:</b> 35 Braintree Hill Office Park, Suite 302 Braintree, MA 02184	
<b>Contract Manager:</b> Daniel Bonafilia	<b>Phone:</b> (413) 786-4767	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> dbonafilia@agawam.ma.us	<b>Fax:</b>	<b>Contract Manager:</b> Denise Brown	<b>Phone:</b> 781-535-0069
<b>Contractor Vendor Code:</b> VC600191692		<b>E-Mail:</b> Denise.M.Brown@mass.gov	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> 2025MRSAGAWAMXXXXXX	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (Includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or 'no change') <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> 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): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
<b>COMPENSATION: (Check ONE option):</b> 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"/> 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.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>\$37,109.00</u> .			
<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 <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> 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: (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.)</b> FFY2025-Municipal Road Safety Program PT-25-05-3 F402BIL/80000402 - \$37,109.00 <span style="float: right;">Assistance Listing# 20.600</span>			
<b>ANTICIPATED START DATE: (Complete ONE option only)</b> 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 <u>prior</u> to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <u>11/1, 2024</u> , a date <u>LATER</u> than the Effective Date below and no obligations have been incurred <u>prior</u> to the Effective Date. ___ 3. were incurred as of _____, 20____, a date <u>PRIOR</u> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>9/15, 2025</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 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 804 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>9.30.2024</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Eric F. Gillis</u> Print Title: <u>Chief of Police</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Kevin J. Stanton</u> Print Title: <u>Executive Director, Office of Grants &amp; Research</u>	