



CITY OF AMESBURY  
IN THE YEAR TWO THOUSAND SIXTEEN

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AMESBURY CITY CLERK

SPONSORED BY:

C. Kenneth Gray, Mayor

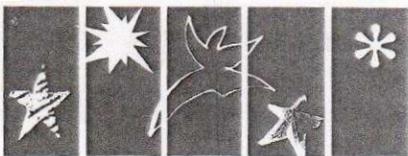
**BILL No. 2016-105**

**An Order** to authorize the Mayor to accept and expend a grant in the amount of \$6,200 from the Massachusetts Cultural Council.

**Summary:** This order will authorize the Mayor to accept and expend a grant in the amount of \$6,200 from the Massachusetts Cultural Council.

**Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:**

That the City Council hereby authorizes the Mayor to accept and expend a grant in the amount of \$6,200 from the Massachusetts Cultural Council.



MASSACHUSETTS CULTURAL COUNCIL

10 St. James Avenue, 3rd floor  
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

October 18, 2016

C. Kenneth Gray, Mayor  
City of Amesbury  
Town Hall  
62 Friend Street  
Amesbury MA 01913-2883

Dear Mr. Gray:

Enclosed is a contract and scope of services for the City of Amesbury that covers the transfer of FY 2017 Local Cultural Council funds from the Massachusetts Cultural Council to your local cultural council account for the Amesbury Cultural Council.

**State Comptroller regulations require State Agencies to have a signed contract and signature authorization form on file for all transfers of funds from state to local accounts unless the agency is statutorily released from this mandate, which the Massachusetts Cultural Council is not.**

The contract includes: a signature page with the amount of the allocation (\$6,200), dates of service (July 1, 2016 to June 30, 2017), and a place to sign. You only need to sign it, include an email address if possible and make any corrections if needed. The second page is the scope of services which defines how the funds are to be expended following Massachusetts Cultural Council regulations. Lastly, the Signature Authorization page is a required form for all contracts with state agencies that clearly identifies the person or persons authorized to sign contracts for a vendor, in this case your municipality.

The contract should be signed with a completed Signature Authorization form and returned to me by November 30, 2016.

I will not be able to transfer the Local Cultural Council allocation until I have a completed contract package from your municipality. If you or any of your staff have any questions, please feel free to contact me at 617/858-2722 or by email at michael.nagle@state.ma.us.

Thank you very much.

Sincerely,

Michael Nagle  
Fiscal Officer

Attachments



# 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](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 Amesbury (and d/b/a): Town Hall 62 Friend Street <b>Legal Address: (W-9, W-4, T&amp;C):</b> Amesbury MA 01913-2883 <b>Contract Manager:</b> C. Kenneth Gray, Mayor <b>E-Mail:</b> <a href="mailto:mayor@amesburyma.gov">mayor@amesburyma.gov</a> <b>Phone:</b> 978/388-8121 <b>Fax:</b> 978/388-6727 <b>Contractor Vendor Code:</b> VC6000191694 <b>Vendor Code Address ID (e.g. "AD001"):</b> AD (Note: The Address ID Must be set up for EFT payments.)	<b>COMMONWEALTH DEPARTMENT NAME:</b> Massachusetts Cultural Council <b>MMARS Department Code:</b> ART <b>Business Mailing Address:</b> 10 St. James Ave. 3rd Fl., Boston MA 02116 <b>Billing Address (if different):</b> <b>Contract Manager:</b> Michael Nagle <b>E-Mail:</b> <a href="mailto:Michael.Nagle@state.ma.us">Michael.Nagle@state.ma.us</a> <b>Phone:</b> 617/858-2722 <b>Fax:</b> 617/727-0044 <b>MMARS Doc ID(s):</b> <b>RF/Procurement or Other ID Number:</b>
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<p style="text-align: center;"><u>NEW CONTRACT</u></p> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <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 <u>815 CMR 2.00</u> ) (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 <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u>CONTRACT AMENDMENT</u></p> Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: _____, 20____. Enter <b>Amendment Amount:</b> \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <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)
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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). \$ \$6,200

**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.)

**Local Cultural Allocation for the Amesbury Cultural Council**

**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 July 1, 2016, 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 2017, 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.

<p><b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b></p> X: <u>[Signature]</u> Date: <u>10/24/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>C. Kenneth Gray</u> Print Title: <u>MAYOR</u>	<p><b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b></p> X: _____      Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David T. Slatery</u> Print Title: <u>Deputy Director</u>
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# COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

**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 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: 10/24/2014

Title: Mayor

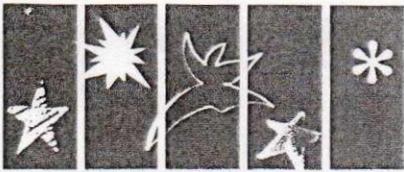
Telephone: 978-388-8121

Fax:

Email: Mayorgray@Amesburyma.gov

[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.



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[www.massculturalcouncil.org](http://www.massculturalcouncil.org) Web

### **Scope of Services/Budget**

The allocated amount or maximum obligation for the contracted city or town will be deposited in the local account for the local or regional cultural council, provided that the city or town:

- Maintain a revolving account for the local or regional cultural council as required by Massachusetts General Law, Chapter 10, Section 58
- Report on said fund annually by completing the Massachusetts Cultural Council's Local Cultural Council Account Form

The local or regional cultural council will expend the funds following the procedures outlined in Massachusetts Cultural Council guidelines and regulations (962 CMR 2.00 – 3.00)

