Recd 3/3/25

CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-FIVE

SPONSORED BY: Kassandra Gove **BILL No.** 2025-033
Kassandra Gove, Mayor

An Order to authorize the Mayor to accept and expend a grant in the amount of $9,020.00 from the Massachusetts Emergency Management Agency to be used by Amesbury Emergency Management Agency, which is managed by the Amesbury Fire Chief.

Summary: These grant funds will be expended for the purpose of maintaining Amesbury's Radiological Emergency Response Preparedness Program for the Operation Center for FY 2025.

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 of Amesbury authorizes the Mayor to accept and expend a grant in the amount of $9,020.00 from the Massachusetts Emergency Management Agency to be used by the Amesbury Emergency Management Agency, which is managed by the Amesbury Fire Chief.

COMMONWEALTH OF MASSACHUSETTS | **STANDARD CONTRACT FORM**

This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division 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, 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 forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION	
Contractor Legal Name Town of Amesbury	d/b/a		Department MA Emergency Management Agency	MMARS Code CDA
Legal Address As entered on Form W-9 or Form W-4 62 Friend Street, Amesbury, MA 01913			Contract Manager Name Kimberly Castle	Business Mailing Address 400 Worcester Road, Framingham MA 017
Contract Manager Name Kassandra Gove			Billing Address If Different	
Phone 978-388-8121	Email govek@amesburyma.gov	Fax	Phone 508-820-2044	Email kimberly.castle@mass / Fax
Vendor Code VC 6000191693			MMARS Doc ID(s) CT CDA FY25PO329AMESBURY000	
Vendor Code Address ID AD 001 e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number	

○ NEW CONTRACT

Procurement or Exception Type (Check one option only)

- ○ **Statewide Contract** (OSD or an OSD-designated department.)
- ○ **Collective Purchase** (Attach OSD approval, scope, and budget.)
- ⊙ **Department Procurement** - Includes all Grants 815 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)
- ○ **Emergency Contract** (Attach justification for emergency, scope, and budget.)
- ○ **Contract Employee** (Attach Employee Status Form, scope, and budget.)
- ○ **Interim Contract with new Contractor** (Attach justification for Interim Contract and updated scope/budget.)
- ○ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)

○ CONTRACT AMENDMENT

Current Contract End Date *PRIOR* to Amendment	Amendment Amount Or Enter "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 with Current Contractor** (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/budget.)

TERMS AND CONDITIONS

The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option):

⊙ 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.)

⊙ Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): $9020.00

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy

Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD.

If PPD percentages are left blank, identify reason:

☐ Statutory/legal ☐ Ready Payments (M.G.L. c. 29, § 23A) ☐ Agree to standard 45-day cycle ☐ Only initial payment

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.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply? ⊙ YES ⊙ NO

If YES, the Contractor's annual SDP commitment for this Contract is

If NO, and the department is an Executive Department, enter the appropriate exemption:

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 , 2024 , 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 , 20 25 , 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		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH	
Signature and date must be captured at time of signature.		Signature and date must be captured at time of signature.	
Signature	Date	Signature	Date
Print Name KASSANDRA GOVE	Print Title MAYOR	Print Name RANDALL LUI	Print Title CHIEF FISCAL OFFICER

ATTACHMENT A
SCOPE OF SERVICES FOR TOWN/CITY OF AMESBURY
CT-CDA-FY25PO329AMESBURY000

Scope of Performance:

This grant is issued in accordance with 815 CMR 2.00, and all applicable federal and state laws, statutes, rules, regulations, policies, and other governing documents.

The funds are to be used for the administration of the community's Radiological Emergency Preparedness (REP) program. This includes, but is not limited to, the following:

- Attendance at meetings related to REP
- Quarterly Equipment inventories and operational checks
- Maintenance of the Access and Functional needs list
- Annual review of REP plan and procedures
- Training of staff members in REP procedures
- Participation in drills and exercises
- All tasks listed on Section 2, ***Emergency Management Director RERP Maintenance Checklist***

The period of performance will be state fiscal year (SFY) 2025, beginning July 1,2024 through June 30, 2025.

Budget:

The total value of this contract is **$9,020.00**. Payment will be issued upon receipt and acceptance of adequate documentation of completion of contract performance requirements.

One-quarter (25%) of the awarded funding will be distributed upon execution of this contract and receipt of Emergency Management Director RERP Maintenance checklist completion. The balance of the SFY 2025 funding will be distributed quarterly thereafter upon satisfactory completion of the Emergency Management Director RERP Maintenance checklist activities for each quarter.

Reporting:

The activities listed in Section 2, ***Emergency Management Director RERP Maintenance Checklist*** must be completed quarterly. The Emergency Management Director shall verify the items have been completed, sign the checklist, and send the checklist and associated documents to the Technological Hazards Unit each quarter.

The community agrees that all financial and programmatic records, supporting documents, statistical records, and other records associated with this contract are required to be retained for a period of seven (7) years, beginning on the first day after the final payment under this contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving this contract.