

Office of Internal Audit

36 Court Street – Room 411
Springfield, MA 01103

Yong Ju No, CPA
Director of Internal Audit
(413) 784-4844

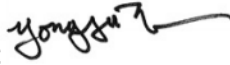
yno@springfieldcityhall.com



THE CITY OF SPRINGFIELD, MASSACHUSETTS

Memorandum

To: TJ Plante, Chief Administrative and Financial Officer

From: Yong Ju No, Director of Internal Audit 

CC: Helen Caulton, Commissioner of the Division of Health and Human Services,
Ed Pikula, City Solicitor,
William Mahoney, Director of Human Resources and Labor Relations

Date: January 26, 2017

Re: The Department of Elder Affairs Parking Review

Per your request the Office of Internal Audit (OIA) reviewed the Department of Elder Affairs' (EA) parking validation process. The purpose of our review was to determine if any EA employees are having their parking paid for by the department. Our methodology during this review included:

- Interviewed EA employees to understand the parking validation process,
- Interviewed former EA employees, [REDACTED] to understand past parking validation practices,
- Reviewed employees' paychecks for parking deductions,
- Interviewed William Mahoney, Director of Human Resources and Labor Relations, to determine if EA employees have arrangements to have their parking paid for by the City and to determine if there are any laws mandating that the City provide parking for its employees,
- Interviewed employees in the Mayor' Office,
- Compared those employees who indicated that the City provides their parking to the Mayor's Office parking roster,
- Reviewed Senior Aide grant agreement,
- Reviewed EA's parking validation contracts with the Springfield Parking Authority (SPA), and
- Interviewed [REDACTED], SPA Comptroller, to obtain SPA's prices charged to the Department of Elder Affairs, including any discounts offered to the department.



Background

The Department of Elder Affairs (EA) validates parking for its visitors at the Good Life Center. Also, in accordance with EA's Senior Aide grant agreement, the department pays for its senior aides' parking¹. The department had a contract with the Springfield Parking Authority to use a chip validation machine to validate parking for its visitors in 2016. The annual contract value was not to exceed \$21,000 - see Exhibit A for 2016 contract with SPA, including amendment. EA paid approximately \$21,000 and \$13,000 in parking fees for FY16 and FY15, respectively. Previous to the 2016 contract, EA's contract with SPA entailed that the department use parking coupons to validate parking. These coupons were issued in the following denominations: \$1, \$2, and \$3 - see Exhibits B, C, D, and E for 2015, 2014, 2012 and 2011 contracts with SPA, respectively. OIA noted that there was no contract for 2013 as one was not required - because expenditures were less than \$5,000. According to [REDACTED], SPA Comptroller, these coupons represented discounted parking rates, entitling an EA visitor to park for 1 hour, 2 hours, and all day, respectively. For the 2016 contract, no such discounts were in effect as SPA charged parking at full rates - see Exhibit F for SPA's parking rates.

Findings and Recommendations

Finding 1 - The department pays for its employees' parking

We discovered that EA paid for its employees' parking prior to July 1, 2016 - EA employees commenced to pay for their parking after June 30, 2016. EA's practice of paying for employee parking was not disclosed to OIA when we interviewed the department [REDACTED] on December 20, 2016. During this meeting, when OIA inquired about whether EA paid for employee parking, [REDACTED] only disclosed that the department pays for two handicapped parking spaces in the SPA's garage behind the Good Life Center (South Garage): one of which is used by [REDACTED] and the other by an employee. When OIA inquired about the identity of the other employee, [REDACTED] did not want to disclose due to what s/he believed would be a violation of HIPPA laws. [REDACTED] later disclosed in an email dated January 3, 2017 the identity of the employee as [REDACTED] - who OIA noted stopped working at the department on November 22, 2016.

According to [REDACTED], an EA employee since 2008, the department's practice of paying for employee parking had been in place for years dating back to when s/he joined the department, and [REDACTED] promoted EA's practice of paying for employee parking during their job interview - also promoted to [REDACTED], an EA employee, during their interview. In their memo dated January 9, 2017, [REDACTED] disclosed that EA paid for employee parking and that such practice was in place when s/he joined EA. However, according to [REDACTED] EA did not pay for employee parking [REDACTED] - which was confirmed by [REDACTED], an EA employee who used to work at the Good Life Center [REDACTED]. [REDACTED] recalled that the department used to pay only the parking for its senior aides, but that the practice stopped sometime after 2004 when Charlie Ryan became the City's Mayor. We noted that there were no parking expenses from FY2004 to FY2006, and that [REDACTED] parking expenses were approximately \$10,500 for FY2007.

¹ Section I, *Funding for this Agreement*, of the Senior Services of America, Inc. Sponsor Agreement, dated October 6, 2014

According to multiple EA employees, in early 2016 [REDACTED] notified EA employees during a staff meeting that EA would no longer pay for their parking due to budgetary constraints effective July 1, 2016. Starting on May 5, 2016, [REDACTED] and their managers sent various emails to EA staff, providing parking options - see Exhibit G for parking emails to EA staff. Yet, this new policy did not apply to [REDACTED] as EA continued to pay for their parking. In their memo and email both dated January 9, 2017, [REDACTED] stated the following:

- [REDACTED] parked in a handicapped parking space in the South Garage from September 28, 2016 to October 27, 2016.
- [REDACTED] parked in a handicapped parking space in the South Garage from May 18, 2014 to December 29, 2016.
- [REDACTED] parked in the GAR lot from their hire date (May 15, 2006) until May 17, 2014 - OIA inferred May 17, 2014 was the end date based on their above statement (2nd bullet). The department was allotted 3 parking spaces at the GAR lot.

We noted the following discrepancies with [REDACTED] statement above:

- [REDACTED] *dates* – Based on review of parking validation sign in sheets, [REDACTED] actual dates for parking in the South Garage were from September 28, 2016 to November 22, 2016 – prior to July 1, 2016 [REDACTED] confirmed that their parking was paid for by EA.
- *GAR allotted parking spaces* - According to the Mayor's office, the Department of Elder Affairs has only 2 allotted spaces at the GAR lot; the allocated spaces are currently assigned to [REDACTED] and [REDACTED] who reassigned their space to [REDACTED] - since 2008, possibly prior to 2008. According to [REDACTED], s/he has been parking in the GAR lot for years.
- *parking in the GAR lot* - According to [REDACTED], EA did at one time have more than 2 parking spaces at the GAR lot, but s/he has never seen [REDACTED] park there. [REDACTED] has parked at the GAR lot for about 3 to 4 years. Based on the statements from the Mayor's office, [REDACTED], it is more likely than not that [REDACTED] parked in the South Garage since 2011. Authorized employees who park in the GAR lot are not required to pay for parking. Employees who park in the South Garage are required to pay for parking.

According to William Mahoney, Director of Human Resources and Labor Relations, there are neither arrangements with employees at Elder Affairs to have their parking paid for by the City nor laws that mandate the City to pay for handicapped parking spaces.

EA charged employee parking costs to various grants, the general fund, and donation accounts. Because parking costs are personal expenses, they are not allowed to be charged to Federal grants, which include the ARRA Senior Aide and Senior Aide grants, in accordance with Federal cost principles – unless specifically allowed by the grant. Likewise grants from the state of Massachusetts, such as the Shine and Council on Aging grants, follow Federal cost principles; and as such, parking is not allowed to be charged to these state grants. See Exhibit H for the total parking expenses – which include both allowable and unallowable parking costs - charged to the various funding sources by fiscal year.

As discussed in Finding 4, EA does not reconcile monthly parking bills from SPA to its visitor logs and senior aide attendance sheets. As such, the allowable parking costs –i.e., parking for EA visitors - are undetermined. However, based on our analysis, approximately \$13,000 of the \$23,000 parking costs for 2016 (calendar year) related to EA employees, and thus were unallowable – the difference of \$10,000 is assumed to be for EA visitors. Prior to 2016, the annual unallowable parking costs were much lower, averaging approximately \$2,700 a year from 2011 to 2015. In addition, we calculated the total value of employee parking paid for by the department to be approximately \$27,000 from 2011 to 2016. See Exhibit I for estimated value of employee parking paid for by EA from 2011 to 2016. We used 2011 as our base year as any claim for restitution would be limited to 6 years in accordance with Massachusetts General Laws².

According to Helen Caulton, Commissioner of the Division of Health and Human Services who oversees the Department of Elder Affairs, she was neither made aware of EA’s practice of paying for employee parking nor did the department obtain her approval for such practice.

We recommend the following:

- EA stop paying for employee parking.
- If deemed warranted, the City seek restitution with each affected employee to recover departmental funds expended on their parking.
- EA determine the unallowable parking costs charged to the various grants.
- EA notify the granting agencies of the ineligible costs and work out a resolution with them.

Finding 2 – The Department of Elder Affairs misrepresented their parking procedures to OIA and to the City’s Legal department.

As mentioned in Finding 1, the department did not fully disclose EA’s past practice of paying for its employees’ parking when questioned about it by OIA. Additionally, we noted that the department failed to disclose this practice in their communications with the City’s Legal department.

Despite EA’s practice of using SPA’s validation machine/coupons to pay for employee parking from 2011 to 2016, [REDACTED] in which the scope of service was specifically limited to visitors of EA.

We recommend that the City consult with the City’s Legal and Human Resources departments to determine if any laws were broken - if so what steps need to be taken to come into compliance [REDACTED]

² Statutes of Limitations: Theft, Massachusetts General Laws, Chapter 277, Section 63

Finding 3 – EA has not complied with the terms of its contracts with SPA

According to Section 1 of the 2016 contract between the City of Springfield and SPA and the second paragraphs of the 2015, 2014, 2012, and 2011 contracts, validated parking chip coins/coupons provided by Elder Affairs are for its visitors. Employee parking paid for by the department is not mentioned anywhere in the contracts. For 2011 through 2015, SPA provided discounted rates to Elder Affairs in which a \$3 coupon entitled a visitor to park all day. Since EA did not use the parking coupons for its intended purpose by allowing employees to use them, SPA may claim that the City owes SPA the discounts provided to EA. However, as seen in Exhibit J, OIA determined that the City has no liability to SPA and may have been overcharged by approximately \$2,000, using the monthly parking rate from 2011 to 2016 (calendar year).

We recommend that the City notify SPA of the contract breach, and that such breach did not result in any liabilities to SPA.

Finding 4 - Parking bills from SPA are unreconciled

Visitors to the senior center in the Good Life building are required to sign in and sign out. Likewise senior aides working at the senior center must sign-in and out on the daily attendance sheet. We noted that EA does not reconcile its parking bills from SPA to these visitor logs and senior aide attendance sheets. As such, the department cannot corroborate the charges on its bill. We also noted that EA charges parking fees to grants based on funding availability as opposed to the actual parking costs incurred.

Furthermore, we noted that the parking validating machine is located in an unsecure location. As such, an unauthorized individual could use this machine to validate their parking.

We recommend the department implement the following:

- Develop a monthly reconciliation process for parking fees with management review,
- Charge parking fees to grants based on actual costs incurred and allowability, and
- Place the parking validation machine in a secure location where it can be monitored by an authorized individual.

EXHIBIT A - 2016 CONTRACT WITH SPA *

CITY CONTRACT NO: 20160755

BLANKET CONTRACT FOR OFF-STREET PARKING VALIDATION BY DEPARTMENT OF ELDER AFFAIRS

Upon execution by all parties, this AGREEMENT ("Agreement") shall be effective as of the 1st day of January, 2016, by and between the **CITY OF SPRINGFIELD**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through the Department of Elder Affairs ("Department"), with the approval of the Mayor (collectively the "City"), and the **SPRINGFIELD PARKING AUTHORITY**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, as set out in Chapter 674 of the Acts of 1981, as it may be now or hereafter amended, with a principal place of business at 150 Bridge Street, Springfield, MA 01103 (hereinafter "SPA"). When referred to collectively herein, the City and the SPA shall be referred to as the "Parties".

WHEREAS, the Department of Elder Affairs is in need of a method of parking validation for persons who park in SPA's I-91 South garage at 1620 East Columbus Avenue, and at other SPA parking garages with SPA's consent, while visiting the Department's offices on East Columbus Avenue in Springfield; and

WHEREAS, the SPA has agreed to provide the Department with a parking validator machine in order to validate the chip coins used at certain SPA garages by such persons, provided the City abides by the terms and conditions of this Agreement, including timely payment for the value of such validation; and

WHEREAS, the City and the SPA wish to enter into this Agreement describing their respective obligations and responsibilities with respect to the Department's use of such validator machine for the period from January 1, 2016 to December 31, 2016; and

WHEREAS, this is an inter-governmental agreement exempt from the procurement requirements of Mass. Gen. Laws ch. 30B pursuant to section 1(b)(9);

NOW THEREFORE, the City and the SPA agree as follows:

1) **Use of SPA Parking Validator:** The SPA agrees to provide the Department with an SPA Parking Validator machine so that the Department may validate parking for its visitors who park in SPA garages, and the City, acting by and through the Department, agrees to compensate SPA for the value of such parking validation according to the terms of this Agreement.

a) The parties acknowledge that SPA's parking rates are subject to change during the course of this Agreement. The parties further acknowledge that the person parking their vehicle is responsible for any amount due over and above that amount which is validated by the City.

b) **Waiver of Deposit:** The SPA will provide the City with a parking validator free of charge. The SPA hereby waives the required initial deposit of \$250.00. The City will return the parking validator upon the expiration or termination of this Agreement.

c) **Department contact person:** The City's contact person at the Department shall be Carol Gasque, Fiscal Administrative Manager, phone 886-5223, email cgasque@springfieldcityhall.com.

2) **Term:** This Agreement shall commence on January 1, 2016 and end on December 31, 2016, unless earlier terminated in accordance with the terms of this Agreement.

* Amended in May 2016 - See Amendment 1 within this exhibit.

3) Compensation: The City's maximum liability under this Agreement shall be Ten Thousand Dollars (\$10,000) for the period from January 1, 2016 to December 31, 2016, broken down as follows:

*FY'16: from 1/1/16 - 6/30/16, the maximum amount shall be \$5,000.

*FY'17: from 7/1/16 - 12/31/16, the maximum amount shall be \$5,000.

a) The Department, and not SPA, shall be responsible for tracking its spending on validations during each fiscal year (July 1st to June 30th). In the event the Department exceeds its maximum validation budget during a fiscal year, the Department will request an additional appropriation to pay for such validation costs, and will prepare and sign an amendment to the Agreement to compensate the SPA for the excess costs. The amendment must be signed by all parties to be effective.

4) Invoices: SPA will invoice the City on a monthly basis for the actual cost of validations processed by the City during that month. The City agrees to pay such invoices within 30 days of receipt of an invoice for that month. Invoices for validation costs incurred prior to the execution of this Agreement by all parties will be paid within 30 days of execution of this Agreement by all parties listed on the signature page hereto.

5) Termination: Either party may terminate this Agreement for cause or for convenience upon 30 days written notice to the other party. Upon termination, whether for cause or for convenience, the City shall pay the SPA for validations processed up to the date of termination, subject to the maximum amount set forth in Section 3 above.

6) Equal Employment Opportunity:

a) The SPA shall comply with the requirements of any applicable state or federal law, rule or regulation or funding requirement, including its own internal policy, requiring participation by disadvantaged business entities.

b) In accordance with federal and state laws including but not limited to Executive Order 12246 as amended by 11375, and Massachusetts General Laws Chapter 151 B, the City is committed to the right all persons have to work and advance on the basis of merit and ability regardless of race, color, sex, age, religion, marital status, national origin or handicap which does not affect ability to perform his/her duties. Therefore, it is understood and agreed that it shall be a material breach of contract for the SPA to engage in any employment practice in violation of applicable federal and state laws.

c) During the performance of this Agreement, the SPA agrees as follows:

i) The SPA, acting through its contract operator, will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, disability, family status or national origin. The SPA, acting through its contract operator, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, sexual orientation, disability, family status or national origin.

ii) The SPA, acting through its contract operator, shall, in all solicitations, or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, disability, family status or national origin.

iii) In the event of the SPA or its contract operator's non-compliance with the non-discrimination clauses of this Agreement, this Agreement may be canceled,

terminated or suspended in whole or in part, and the SPA may be declared ineligible for further City contracts.

7) Records: The SPA shall retain all records and accounts, including financial records, for six (6) years after the expiration of this Agreement. Following termination or expiration of this Agreement, and upon request of the City, the SPA shall turn over copies of such records to the City within 14 days of a written request therefore, or within such other period as may be mutually agreed upon. The cost of such copies, at the standard rate provided for public records, shall be paid by the City.

8) Conflict of Interest: No member, officer or employee of the City, or its designees or agents, no member of the governing body of the City, and no other public official of the City who exercises any functions or responsibilities with respect to the performance of this Agreement, during his or her tenure, shall have any interest, direct or indirect, in this Agreement, or proceeds thereof, for the work to be performed under this Agreement, in violation of the provisions of Chapter 268A of the General Laws.

9) Miscellaneous:

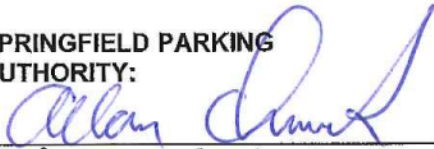
a) The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be a state court of competent jurisdiction sitting in Springfield, Mass., or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Mass. It is the express intention of the Parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the Parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

b) The SPA shall comply in every respect with all applicable state and federal laws, orders, regulations and rules, and local ordinances, in the performance of the services under this Agreement, all of which are incorporated herein by reference.


c) This Agreement and the attachments hereto represent the entire and integrated Agreement between the City and the SPA, and supersede all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by all the Parties hereto.

IN WITNESS WHEREOF, the **City of Springfield**, acting by and through the Department of Elder Affairs, with the approval of the Mayor, and the **SPRINGFIELD PARKING AUTHORITY**, have executed this Agreement as a sealed instrument on the day and year the same is signed by all Parties hereto, on the latest date noted below.

SPRINGFIELD PARKING AUTHORITY:


By: ALLAN CHWALEK
Title: CHAIRMAN
Date signed: FEB 16, 2016

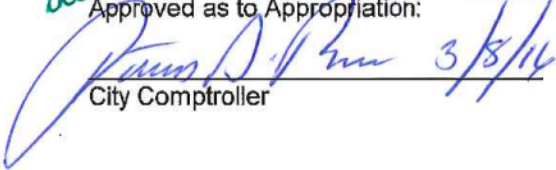
CITY OF SPRINGFIELD:

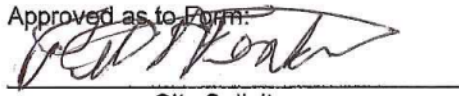

Office of Procurement

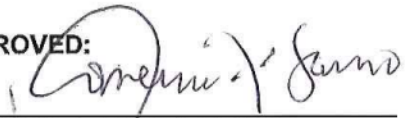
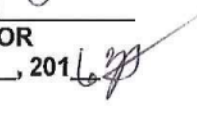
Approved:


Janet Denney, Director
Dept. of Elder Affairs

UCL #28105410-530105-81014 *2500.00 PARTIAL
Approved as to Appropriation:


City Comptroller

Approved as to Form:

City Solicitor

APPROVED:

DOMENIC J. SARNO, MAYOR
Date signed: 3/10, 2016 

AMENDMENT #1 TO CITY CONTRACT NO: 20160755

BLANKET CONTRACT FOR
OFF-STREET PARKING VALIDATION
BY DEPARTMENT OF ELDER AFFAIRS

WHEREAS, effective as of January 1, 2016, the **CITY OF SPRINGFIELD**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through the Department of Elder Affairs ("Department"), with the approval of the Mayor (collectively the "City"), entered into a contract agreement ("Agreement") with the **SPRINGFIELD PARKING AUTHORITY**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, as set out in Chapter 674 of the Acts of 1981, as it may be now or hereafter amended, with a principal place of business at 150 Bridge Street, Springfield, MA 01103 (hereinafter "SPA"), under which the SPA agreed to provide the Department with a parking validator machine in order to validate the chip coins used at certain SPA garages by persons visiting the Department's offices on East Columbus Avenue in Springfield; and

WHEREAS, the term of the Agreement extends from January 1, 2016 to December 31, 2016; and

WHEREAS, as of March, 2016, the Department exhausted the amount originally budgeted for the parking validation costs, and seeks to increase the amount to pay for additional validation costs through the end of FY'16 (June 30, 2016); and

WHEREAS, this is an inter-governmental agreement exempt from the procurement requirements of Mass. Gen. Laws ch. 30B pursuant to section 1(b)(9);

NOW THEREFORE, the City and the SPA agree to amend the Agreement as follows:

- 1) Section 3, Compensation, is hereby amended by increasing the City's maximum liability for FY16 (1/1/16 to 6/30/16), from \$5,000 to \$16,000, an increase of \$11,000. This results in an increase to the City's maximum liability for the entire contract term (1/1/16-12/31/16), from \$10,000 to \$21,000.
- 2) All other terms and conditions of the Agreement not amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the **City of Springfield**, acting by and through the Department of Elder Affairs, with the approval of the Mayor, and the **SPRINGFIELD PARKING AUTHORITY**, have executed this Amendment #1 as a sealed instrument which shall be effective as of the date the same is executed by all Parties hereto, on the latest date noted below.

SPRINGFIELD PARKING
AUTHORITY:

By: Alan R. Chwalick
Title: Chair
Date signed: May 10, 2016

CITY OF SPRINGFIELD:

Ther Theder, for C.P.O.
Chief Procurement Officer

Approved:

Helen Caulton-Harris
Helen Caulton-Harris, Commissioner
Dept. of Health and Human Services,
on behalf of the Dept. of Elder Affairs

Ln # 28245404-500105-82416 *11,000.00 INC

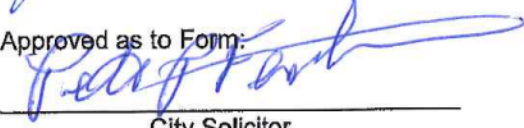
Approved as to Appropriation:

5/19/14



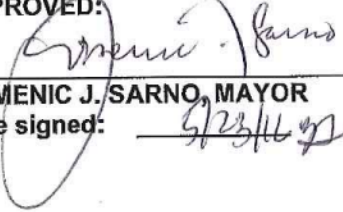
City Comptroller

Approved as to Form:



City Solicitor

APPROVED:



DOMENIC J. SARNO, MAYOR

Date signed: 5/23/14

EXHIBIT B - 2015 CONTRACT WITH SPA

CITY CONTRACT NO: 20150190

BLANKET CONTRACT FOR PURCHASE OF OFF-STREET PARKING VALIDATION COUPONS BY DEPARTMENT OF ELDER AFFAIRS FOR FY'15

THIS AGREEMENT is effective as of the 1st day of July, 2014, by and between the **CITY OF SPRINGFIELD**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through the Department of Elder Affairs ("Department"), with the approval of the Mayor (collectively the "City"), and the **SPRINGFIELD PARKING AUTHORITY**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, as set out in Chapter 674 of the Acts of 1981, as it may be now or hereafter amended, with a principal place of business at 150 Bridge Street, Springfield, MA 01103 (hereinafter "SPA"). When referred to collectively herein, the City and the SPA shall be referred to as the "Parties".

WHEREAS, the SPA provides off-street parking validation coupons to the Department of Elder Affairs for use by persons who park in SPA's I-91 South garage at 1620 East Columbus Avenue, and by using chip coins at other SPA parking garages with SPA's consent, while visiting the Department's offices on East Columbus Avenue in Springfield; and

WHEREAS, the City and the SPA wish to enter into this Agreement describing their respective obligations and responsibilities with respect to the Department's purchase of such coupons for the period from July 1, 2014 to June 30, 2015; and

WHEREAS, this is an inter-governmental agreement exempt from the procurement requirements of Mass. Gen. Laws ch. 30B pursuant to section 1(b)(9);

NOW THEREFORE, the City and the SPA agree as follows:

- 1) Sale of Off-Street Parking Validation Coupons: The SPA agrees to sell parking validation coupons and chip coins to the Department, and the City agrees to compensate SPA for such coupons and chip coins according to the terms of this Agreement.
- 2) Term: This Agreement shall commence on July 1, 2014 and end on June 30, 2015, unless earlier terminated in accordance with the terms of this Agreement.
- 3) Compensation:
 - a) Parking validation coupons are sold in denominations of \$1.00, \$2.00 and \$3.00.
 - b) Each individual order placed by the Department is limited to a maximum of Four Thousand Dollars (\$4,000.00). No additional orders will be accepted until the SPA has received payment for the previous order.
 - c) Payment is due within 30 days of delivery of the coupons and accompanying invoice to the Department. For coupons and invoices delivered prior to the execution of this Agreement, payment is due within 30 days of execution of this Agreement by all parties listed on the signature page hereto.
 - d) The City's maximum liability under this Agreement for Fiscal Year 2014 (7/1/14-6/30/15) is Seventeen Thousand and 00/100 Dollars (\$17,000.00).
- 4) Unused coupons: Coupons and chip coins which have been paid for during the term of this Agreement, but not used, may be carried over and used at any time. Coupons and chip coins do not expire.

5) Termination: Either party may terminate this Agreement for cause or for convenience upon 30 days written notice to the other party. Upon termination, whether for cause or for convenience, the City shall pay the SPA for coupons provided up to the date of termination, and SPA shall continue to accept such coupons for payment of off-street parking charges in SPA's I-91 South garage.

6) Equal Employment Opportunity:

a) The SPA shall comply with the requirements of any applicable state or federal law, rule or regulation or funding requirement, including its own internal policy, requiring participation by disadvantaged business entities.

b) In accordance with federal and state laws including but not limited to Executive Order 12246 as amended by 11375, and Massachusetts General Laws Chapter 151 B, the City is committed to the right all persons have to work and advance on the basis of merit and ability regardless of race, color, sex, age, religion, marital status, national origin or handicap which does not affect ability to perform his/her duties. Therefore, it is understood and agreed that it shall be a material breach of contract for the SPA to engage in any employment practice in violation of applicable federal and state laws.

c) During the performance of this Agreement, the SPA agrees as follows:

i) The SPA, acting through its contract operator, will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, disability, family status or national origin. The SPA, acting through its contract operator, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, sexual orientation, disability, family status or national origin.

ii) The SPA, acting through its contract operator, shall, in all solicitations, or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, disability, family status or national origin.

iii) In the event of the SPA or its contract operator's non-compliance with the non-discrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and the SPA may be declared ineligible for further City contracts.

7) Records: The SPA shall retain all records and accounts, including financial records, for six (6) years after the expiration of this Agreement. Following termination or expiration of this Agreement, and upon request of the City, the SPA shall turn over copies of such records to the City within 14 days of a written request therefore, or within such other period as may be mutually agreed upon. The cost of such copies, at the standard rate provided for public records, shall be paid by the City.

8) Conflict of Interest: No member, officer or employee of the City, or its designees or agents, no member of the governing body of the City, and no other public official of the City who exercises any functions or responsibilities with respect to the performance of this Agreement, during his or her tenure, shall have any interest, direct or indirect, in this Agreement, or proceeds thereof, for the work to be performed under this Agreement, in violation of the provisions of Chapter 268A of the General Laws.

9) Miscellaneous:

a) The laws of the Commonwealth of Massachusetts shall govern the validity,

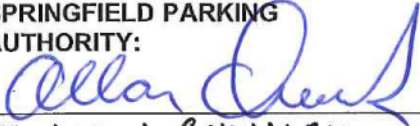
interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be a state court of competent jurisdiction sitting in Springfield, Mass., or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Mass. It is the express intention of the Parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the Parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

b) The SPA shall comply in every respect with all applicable state and federal laws, orders, regulations and rules, and local ordinances, in the performance of the services under this Agreement, all of which are incorporated herein by reference.

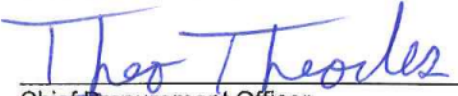
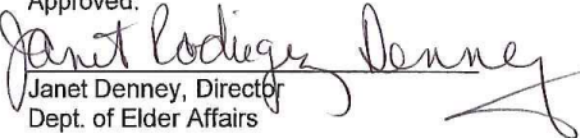
c) This Agreement and the attachments hereto represent the entire and integrated Agreement between the City and the SPA, and supersede all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by all the Parties hereto.

IN WITNESS WHEREOF, the **City of Springfield**, acting by and through the Department of Elder Affairs, with the approval of the Mayor, and the **SPRINGFIELD PARKING AUTHORITY**, have executed this Agreement as a sealed instrument on the day and year the same is signed by all Parties hereto, on the latest date noted below.

SPRINGFIELD PARKING AUTHORITY:


 By: ALLAN CHWALEK
 Title: CHAIRMAN
 Date signed: 8.26., 2014

CITY OF SPRINGFIELD:

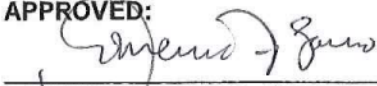

 Chief Procurement Officer
Deputy
 Approved:

 Janet Denney, Director
 Dept. of Elder Affairs

MLL #SEE BELOW \$10,000.00 partial 2/20/15
 Approved as to Appropriation:

 City Comptroller, *Rep. Off.*

Approved as to Form:

 City Solicitor

APPROVED:

 DOMENIC J. SARNO, MAYOR
 Date signed: 2/24, 2014 *2015*

*** APPROPRIATION CODES:**

- # 015410-530105 \$2833.00 partial
- # 26735410-530105-67315 \$2833.00 partial
- # 28105410-530105-81015 \$2833.00 partial
- # 28245404-530105-82415 \$1501.00 partial

EXIHBT C - 2014 CONTRACT WITH SPA

CITY CONTRACT NO: 20140859

BLANKET CONTRACT FOR PURCHASE OF OFF-STREET PARKING VALIDATION COUPONS BY DEPARTMENT OF ELDER AFFAIRS FOR FY'14

THIS AGREEMENT is effective as of the 1st day of July, 2013, by and between the **CITY OF SPRINGFIELD**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through the Department of Elder Affairs ("Department"), with the approval of the Mayor (collectively the "City"), and the **SPRINGFIELD PARKING AUTHORITY**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, as set out in Chapter 674 of the Acts of 1981, as it may be now or hereafter amended, with a principal place of business at 150 Bridge Street, Springfield, MA 01103 (hereinafter "SPA"). When referred to collectively herein, the City and the SPA shall be referred to as the "Parties".

WHEREAS, the SPA provides off-street parking validation coupons to the Department of Elder Affairs for use by persons who park in SPA's I-91 South garage at 1620 East Columbus Avenue, and by using chip coins at other SPA parking garages with SPA's consent, while visiting the Department's offices on East Columbus Avenue in Springfield; and

WHEREAS, the City and the SPA wish to enter into this Agreement describing their respective obligations and responsibilities with respect to the Department's purchase of such coupons for the period from July 1, 2013 to June 30, 2014; and

WHEREAS, this is an inter-governmental agreement exempt from the procurement requirements of Mass. Gen. Laws ch. 30B pursuant to section 1(b)(9);

NOW THEREFORE, the City and the SPA agree as follows:

- 1) Sale of Off-Street Parking Validation Coupons: The SPA agrees to sell parking validation coupons and chip coins to the Department, and the City agrees to compensate SPA for such coupons and chip coins according to the terms of this Agreement.
- 2) Term: This Agreement shall commence on July 1, 2013 and end on June 30, 2014, unless earlier terminated in accordance with the terms of this Agreement.
- 3) Compensation:
 - a) Parking validation coupons are sold in denominations of \$1.00, \$2.00 and \$3.00.
 - b) Each individual order placed by the Department is limited to a maximum of Four Thousand Dollars (\$4,000.00). No additional orders will be accepted until the SPA has received payment for the previous order.
 - c) Payment is due within 30 days of delivery of the coupons and accompanying invoice to the Department. For coupons and invoices delivered prior to the execution of this Agreement, payment is due within 30 days of execution of this Agreement by all parties listed on the signature page hereto.
 - d) The City's maximum liability under this Agreement for Fiscal Year 2014 (7/1/13-6/30/14) is Seventeen Thousand and 00/100 Dollars (\$17,000.00).
- 4) Unused coupons: Coupons and chip coins which have been paid for during the term of this Agreement, but not used, may be carried over and used at any time. Coupons and chip coins do not expire.

5) Termination: Either party may terminate this Agreement for cause or for convenience upon 30 days written notice to the other party. Upon termination, whether for cause or for convenience, the City shall pay the SPA for coupons provided up to the date of termination, and SPA shall continue to accept such coupons for payment of off-street parking charges in SPA's I-91 South garage.

6) Equal Employment Opportunity:

a) The SPA shall comply with the requirements of any applicable state or federal law, rule or regulation or funding requirement, including its own internal policy, requiring participation by disadvantaged business entities.

b) In accordance with federal and state laws including but not limited to Executive Order 12246 as amended by 11375, and Massachusetts General Laws Chapter 151 B, the City is committed to the right all persons have to work and advance on the basis of merit and ability regardless of race, color, sex, age, religion, marital status, national origin or handicap which does not affect ability to perform his/her duties. Therefore, it is understood and agreed that it shall be a material breach of contract for the SPA to engage in any employment practice in violation of applicable federal and state laws.

c) During the performance of this Agreement, the SPA agrees as follows:

i) The SPA, acting through its contract operator, will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, disability, family status or national origin. The SPA, acting through its contract operator, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, sexual orientation, disability, family status or national origin.

ii) The SPA, acting through its contract operator, shall, in all solicitations, or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, disability, family status or national origin.

iii) In the event of the SPA or its contract operator's non-compliance with the non-discrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and the SPA may be declared ineligible for further City contracts.

7) Records: The SPA shall retain all records and accounts, including financial records, for six (6) years after the expiration of this Agreement. Following termination or expiration of this Agreement, and upon request of the City, the SPA shall turn over copies of such records to the City within 14 days of a written request therefore, or within such other period as may be mutually agreed upon. The cost of such copies, at the standard rate provided for public records, shall be paid by the City.

8) Conflict of Interest: No member, officer or employee of the City, or its designees or agents, no member of the governing body of the City, and no other public official of the City who exercises any functions or responsibilities with respect to the performance of this Agreement, during his or her tenure, shall have any interest, direct or indirect, in this Agreement, or proceeds thereof, for the work to be performed under this Agreement, in violation of the provisions of Chapter 268A of the General Laws.

9) Miscellaneous:

a) The laws of the Commonwealth of Massachusetts shall govern the validity,

interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be a state court of competent jurisdiction sitting in Springfield, Mass., or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Mass. It is the express intention of the Parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the Parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

b) The SPA shall comply in every respect with all applicable state and federal laws, orders, regulations and rules, and local ordinances, in the performance of the services under this Agreement, all of which are incorporated herein by reference.

c) This Agreement and the attachments hereto represent the entire and integrated Agreement between the City and the SPA, and supersede all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by all the Parties hereto.

IN WITNESS WHEREOF, the **City of Springfield**, acting by and through the Department of Elder Affairs, with the approval of the Mayor, and the **SPRINGFIELD PARKING AUTHORITY**, have executed this Agreement as a sealed instrument on the day and year the same is signed by all Parties hereto, on the latest date noted below.

SPRINGFIELD PARKING
AUTHORITY:

By: MARY E. McADALLY
Title: CHAIRPERSON
Date signed: FEB 10, 2014

CITY OF SPRINGFIELD:

Janet Denney
Chief Procurement Officer

Approved:

Janet Denney
Janet Denney, Director
Dept. of Elder Affairs

*26725410-530105-67314 *5000.00 partial
*28105410-530105-81014 *2500.00 partial
*28235404-530105-82314 *2500.00 partial

Approved as to Appropriation:

Joan Haley 2/14/18
City Comptroller, Reports

Approved as to Form:

Paul Ford
City Solicitor

APPROVED:

DOMENIC J. SARNO
DOMENIC J. SARNO, MAYOR
Date signed: 2/11, 2014

EXHIBIT D - 2012 CONTRACT WITH SPA

CITY CONTRACT NO. 20120323

BLANKET CONTRACT FOR PURCHASE OF OFF-STREET PARKING VALIDATION COUPONS BY DEPARTMENT OF ELDER AFFAIRS FOR FY'12

THIS AGREEMENT is effective as of the 1st day of July, 2011, by and between the **CITY OF SPRINGFIELD**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through the Department of Elder Affairs ("Department"), with the approval of the Mayor (collectively the "City"), and the **SPRINGFIELD PARKING AUTHORITY**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, as set out in Chapter 674 of the Acts of 1981, as it may be now or hereafter amended, with a principal place of business at 150 Bridge Street, Springfield, MA 01103 (hereinafter "SPA"). When referred to collectively herein, the City and the SPA shall be referred to as the "Parties".

WHEREAS, the SPA provides off-street parking validation coupons to the Department of Elder Affairs for use by persons who park in SPA's I-91 South garage at 1620 East Columbus Avenue while visiting the Department's offices on East Columbus Avenue in Springfield; and

WHEREAS, the City and the SPA wish to enter into this Agreement describing their respective obligations and responsibilities with respect to the Department's purchase of such coupons for the period from July 1, 2011 to June 30, 2012; and

WHEREAS, this is an inter-governmental agreement exempt from the procurement requirements of Mass. Gen. Laws ch. 30B pursuant to section 1(b)(9);

NOW THEREFORE, the City and the SPA agree as follows:

- 1) Sale of Off-Street Parking Validation Coupons: The SPA agrees to sell parking validation coupons to the Department, and the City agrees to compensate SPA for such coupons according to the terms of this Agreement.
- 2) Term: This Agreement shall commence on July 1, 2011 and end on June 30, 2012, unless earlier terminated in accordance with the terms of this Agreement.
- 3) Compensation:
 - a) Parking validation coupons are sold in denominations of \$1.00, \$2.00 and \$3.00.
 - b) Each individual order placed by the Department is limited to a maximum of Four Thousand Dollars (\$4,000.00). No additional orders will be accepted until the SPA has received payment for the previous order.
 - c) Payment is due within 30 days of delivery of the coupons and accompanying invoice to the Department. For coupons and invoices delivered prior to the execution of this Agreement, payment is due within 30 days of execution of this Agreement by all parties listed on the signature page hereto.
 - d) The City's maximum liability under this Agreement for Fiscal Year 2012 (7/1/11-6/30/12) is Seventeen Thousand and 00/100 Dollars (\$17,000.00).
- 4) Unused coupons: Coupons which have been paid for during the term of this Agreement, but not used, may be carried over and used at any time. Coupons do not expire.

5) Termination: Either party may terminate this Agreement for cause or for convenience upon 30 days written notice to the other party. Upon termination, whether for cause or for convenience, the City shall pay the SPA for coupons provided up to the date of termination, and SPA shall continue to accept such coupons for payment of off-street parking charges in SPA's I-91 South garage.

6) Equal Employment Opportunity:

a) The SPA shall comply with the requirements of any applicable state or federal law, rule or regulation or funding requirement, including its own internal policy, requiring participation by disadvantaged business entities.

b) In accordance with federal and state laws including but not limited to Executive Order 12246 as amended by 11375, and Massachusetts General Laws Chapter 151 B, the City is committed to the right all persons have to work and advance on the basis of merit and ability regardless of race, color, sex, age, religion, marital status, national origin or handicap which does not affect ability to perform his/her duties. Therefore, it is understood and agreed that it shall be a material breach of contract for the SPA to engage in any employment practice in violation of applicable federal and state laws.

c) During the performance of this Agreement, the SPA agrees as follows:

i) The SPA, acting through its contract operator, will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, disability, family status or national origin. The SPA, acting through its contract operator, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, sexual orientation, disability, family status or national origin.

ii) The SPA, acting through its contract operator, shall, in all solicitations, or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, disability, family status or national origin.

iii) In the event of the SPA or its contract operator's non-compliance with the non-discrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and the SPA may be declared ineligible for further City contracts.

7) Records: The SPA shall retain all records and accounts, including financial records, for six (6) years after the expiration of this Agreement. Following termination or expiration of this Agreement, and upon request of the City, the SPA shall turn over copies of such records to the City within 14 days of a written request therefore, or within such other period as may be mutually agreed upon. The cost of such copies, at the standard rate provided for public records, shall be paid by the City.

8) Conflict of Interest: No member, officer or employee of the City, or its designees or agents, no member of the governing body of the City, and no other public official of the City who exercises any functions or responsibilities with respect to the performance of this Agreement, during his or her tenure, shall have any interest, direct or indirect, in this Agreement, or proceeds thereof, for the work to be performed under this Agreement, in violation of the provisions of Chapter 268A of the General Laws.

9) Miscellaneous:

a) The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive

forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be a state court of competent jurisdiction sitting in Springfield, Mass., or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Mass. It is the express intention of the Parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the Parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

b) The SPA shall comply in every respect with all applicable state and federal laws, orders, regulations and rules, and local ordinances, in the performance of the services under this Agreement, all of which are incorporated herein by reference.

c) This Agreement and the attachments hereto represent the entire and integrated Agreement between the City and the SPA, and supersede all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by all the Parties hereto.

IN WITNESS WHEREOF, the **City of Springfield**, acting by and through the Department of Elder Affairs, with the approval of the Mayor, and the **SPRINGFIELD PARKING AUTHORITY**, have executed this Agreement as a sealed instrument on the day and year the same is signed by all Parties hereto, on the latest date noted below.

**SPRINGFIELD PARKING
AUTHORITY**

By: Mary E. McNally
Its: Chairperson
Date signed: September 19th 2011

CITY OF SPRINGFIELD:

Lauren Spahr
Chief Procurement Officer

Approved:
Jan Denney
Jan Denney, Director
Dept. of Elder Affairs

^{LU} Approved as to Appropriation: ^{v/a}
James D. [Signature] 9/23/11
City Comptroller

Approved as to Form:
[Signature]
City Solicitor

^{ASSO} APPROVED:
Domenic J. Sarno
DOMENIC J. SARNO, MAYOR
Date signed: 9/23, 2011

original

EXHIBIT E - 2011 CONTRACT WITH SPA

CITY CONTRACT NO: 20110012

BLANKET CONTRACT FOR PURCHASE OF OFF-STREET PARKING VALIDATION COUPONS BY DEPARTMENT OF ELDER AFFAIRS FOR FY'11

^{un}
THIS AGREEMENT is effective as of the 1st day of July, 2010, by and between the **CITY OF SPRINGFIELD**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through the Department of Elder Affairs ("Department"), with the approval of the Mayor (collectively the "City"), and the **SPRINGFIELD PARKING AUTHORITY**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, as set out in Chapter 674 of the Acts of 1981, as it may be now or hereafter amended, with a principal place of business at 150 Bridge Street, Springfield, MA 01103 (hereinafter "SPA"). When referred to collectively herein, the City and the SPA shall be referred to as the "Parties".

WHEREAS, the SPA provides off-street parking validation coupons to the Department of Elder Affairs for use by persons who park in SPA's I-91 South garage at 1620 East Columbus Avenue while visiting the Department's offices on East Columbus Avenue in Springfield; and

WHEREAS, the City and the SPA wish to enter into this Agreement describing their respective obligations and responsibilities with respect to the Department's purchase of such coupons for the period from July 1, 2010 to June 30, 2011; and

WHEREAS, this is an inter-governmental agreement exempt from the procurement requirements of Mass. Gen. Laws ch. 30B pursuant to section 1(b)(9);

NOW THEREFORE, the City and the SPA agree as follows:

- 1) Sale of Off-Street Parking Validation Coupons: The SPA agrees to sell parking validation coupons to the Department, and the City agrees to compensate SPA for such coupons according to the terms of this Agreement.
- 2) Term: This Agreement shall commence on July 1, 2010 and end on June 30, 2011, unless earlier terminated in accordance with the terms of this Agreement.
- 3) Compensation:
 - a) Parking validation coupons are sold in denominations of \$1.00, \$2.00 and \$3.00.
 - b) Each individual order placed by the Department is limited to a maximum of Three Thousand Dollars (\$3,000.00). No additional orders will be accepted until the SPA has received payment for the previous order.

c) Payment is due within 30 days of delivery of the coupons and accompanying invoice to the Department. For coupons and invoices delivered prior to the execution of this Agreement, payment is due within 30 days of execution of this Agreement by all parties listed on the signature page hereto.

d) The City's maximum liability under this Agreement for Fiscal Year 2011 (7/1/10-6/30/11) is Twenty-One Thousand and 00/100 Dollars (\$21,000.00).

4) Unused coupons: Coupons which have been paid for during the term of this Agreement, but not used, may be carried over and used at any time. Coupons do not expire.

5) Termination: Either party may terminate this Agreement for cause or for convenience upon 30 days written notice to the other party. Upon termination, whether for cause or for convenience, the City shall pay the SPA for coupons provided up to the date of termination, and SPA shall continue to accept such coupons for payment of off-street parking charges in SPA's I-91 South garage.

6) Equal Employment Opportunity:

a) The SPA shall comply with the requirements of any applicable state or federal law, rule or regulation or funding requirement, including its own internal policy, requiring participation by disadvantaged business entities.

b) In accordance with federal and state laws including but not limited to Executive Order 12246 as amended by 11375, and Massachusetts General Laws Chapter 151 B, the City is committed to the right all persons have to work and advance on the basis of merit and ability regardless of race, color, sex, age, religion, marital status, national origin or handicap which does not affect ability to perform his/her duties. Therefore, it is understood and agreed that it shall be a material breach of contract for the SPA to engage in any employment practice in violation of applicable federal and state laws.

c) During the performance of this Agreement, the SPA agrees as follows:

i) The SPA, acting through its contract operator, will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, disability, family status or national origin. The SPA, acting through its contract operator, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, sexual orientation, disability, family status or national origin.

ii) The SPA, acting through its contract operator, shall, in all solicitations, or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex,

sexual orientation, disability, family status or national origin.

iii) In the event of the SPA or its contract operator's non-compliance with the non-discrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and the SPA may be declared ineligible for further City contracts.

7) Records: The SPA shall retain all records and accounts, including financial records, for six (6) years after the expiration of this Agreement. Following termination or expiration of this Agreement, and upon request of the City, the SPA shall turn over copies of such records to the City within 14 days of a written request therefore, or within such other period as may be mutually agreed upon. The cost of such copies, at the standard rate provided for public records, shall be paid by the City.

8) Conflict of Interest: No member, officer or employee of the City, or its designees or agents, no member of the governing body of the City, and no other public official of the City who exercises any functions or responsibilities with respect to the performance of this Agreement, during his or her tenure, shall have any interest, direct or indirect, in this Agreement, or proceeds thereof, for the work to be performed under this Agreement, in violation of the provisions of Chapter 268A of the General Laws.

9) Miscellaneous:

a) The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be a state court of competent jurisdiction sitting in Springfield, Mass., or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Mass. It is the express intention of the Parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the Parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

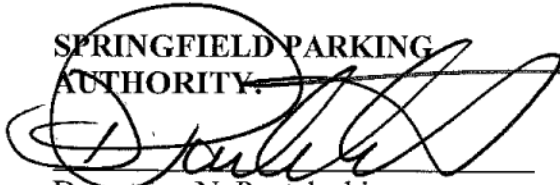
b) The SPA shall comply in every respect with all applicable state and federal laws, orders, regulations and rules, and local ordinances, in the performance of the services under this Agreement, all of which are incorporated herein by reference.

c) This Agreement and the attachments hereto represent the entire and integrated Agreement between the City and the SPA, and supersede all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by all the Parties hereto.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the **City of Springfield**, acting by and through the Department of Elder Affairs, with the approval of the Mayor, and the **SPRINGFIELD PARKING AUTHORITY**, have executed this Agreement as a sealed instrument on the day and year the same is signed by all Parties hereto, on the latest date noted below.

SPRINGFIELD PARKING AUTHORITY:

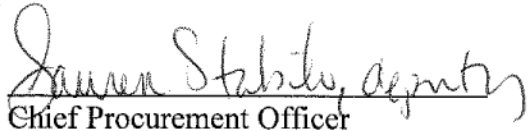


Demetrios N. Panteleakis

Its: Chairman

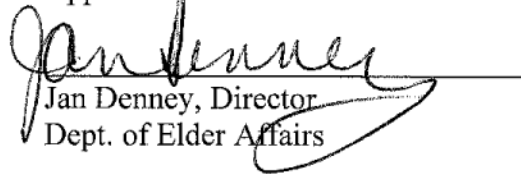
Date signed: July 8, 2010

CITY OF SPRINGFIELD:



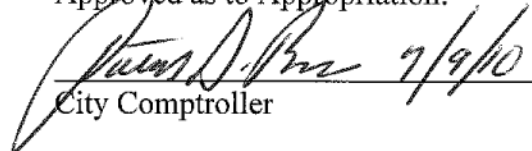
Chief Procurement Officer

Approved:



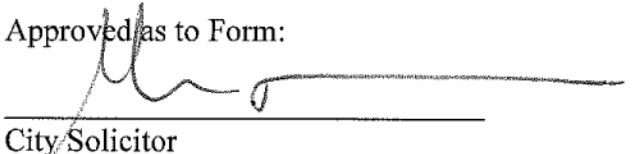
Jan Denney, Director
Dept. of Elder Affairs

^{n/a}
Approved as to Appropriation:



City Comptroller

Approved as to Form:



City Solicitor

AS86-

APPROVED:



DOMENIC J. SARNO, MAYOR

Date signed: 7/12, 2010

EXHIBIT F- SPA PARKING RATES*

**413-787-6118**150 Bridge Street
Springfield MA 01103

*Per [REDACTED] SPA Comptroller, SPA's rate have not changed since 2011.

Rates

LOCATION	CLEARANCE	HOURLY RATE	MARKET RATE	RESERVE RATE	EVENT RATE	# SPAC
I-91 NORTH GARAGE	MAX 8'6" MIN 7'0"	\$1.50 FIRST 1/2 HR \$2.00 EA ADD'L HR	\$85.00	\$105.00	GEN. \$7	1098
I-91 SOUTH GARAGE	MAX 6'10" MIN 6'3"	\$1.50 FIRST 1/2 HR \$2.00 EA ADD'L HR	\$95.00	\$135.00	GEN. \$7	670
APREMONT LOT	N/A	permit parking	\$60.00	N/A	N/A	35

LOCATION	CLEARANCE	HOURLY RATE	MARKET RATE	RESERVE RATE	EVENT RATE	# SPAC	
		only					
CIVIC CENTER GARAGE	MAX 6'2"	\$1.50 FIRST 1/2 HR \$2.00 EA ADD'L HR	\$95.00	\$135.00 LEVEL 1 \$120.00 LEVEL 2	GEN. \$7 \$12 VIP	1232	
COLUMBUS CENTER GARAGE	MAX 6'9"	\$1.50 FIRST 1/2 HR \$2.00 EA ADD'L HR	\$85.00	\$120.00	GEN. \$10	493	
DWIGHT STREET LOT	N/A	\$10.00 ALL DAY	\$60.00	N/A	THURS. FRI. SAT \$5	109	
MORGAN SQ LOT	N/A	.75 per hr.- 3 hr. minimum	\$60.00	N/A	THURS. FRI. SAT \$7	36	
TAYLOR STREET GARAGE	MAX 7'1" MIN 6'4"	\$1.50 FIRST 1/2 HR \$2.00 EA ADD'L HR	\$85.00	\$135.00	N/A	370	
WINTER ST	N/A	permit	\$60.00	N/A	N/A	115	

LOCATION	CLEARANCE	HOURLY RATE	MARKET RATE	RESERVE RATE	EVENT RATE	# SPAC
LOT		parking only				

LOST CHIP COIN FEE

\$10 Plus all day pay rate of \$20.00

KEY CARDS

Key Cards are available for Civic Center, Columbus Center, I-91 North, I-91 South, and Taylor Street Garages at a cost of \$10

Replacement Card Fee \$10



DECEMBER 30, 2016 – SPRINGFIELD PARKING BAN ENDED AS OF 7:00 AM TODAY

December 30, 2016

The Parking Ban for the City of Springfield will end this morning at 7 am.[Read More »](#)



UPCOMING EVENTS

SPA Holiday Party

EXHIBIT G - PARKING EMAILS

From: [REDACTED]
Sent: Wednesday, May 11, 2016 2:57 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: PARKING OPTIONS FOR STAFF

[REDACTED] here are the options I found for parking in Springfield, I would suggest that anyone interested in any of the parking below contact the main offices directly since for some lots there may be availability and/or waiting lists to be put on for parking as of July 1, 2016.

Springfield Parking Authority rates are below and can also be found at springfieldparkingauthority.com, telephone: 413 739 1061

North \$85

Columbus \$85

Civic \$95 - reserved \$135 and \$120

Taylor \$85

Other Open Surface Lots \$60

PROPARK or go to: <http://www.propark.com> and put in search for Springfield, Ma and you will get results below. ProPark main office number is 413 731 1366

Banknorth Lot
230 Dwight St. in Springfield, MA 01103

[View Map](#) | [Hide Details](#)

Lot Address
230 Dwight St.
Springfield, MA 01103

Phone: (413) 734-3020

Hours:
Mon-Wed: 7am-7pm
Thu-Fri: 7am-1:30am
Sat: 7pm-1:30am

Rates:
\$1 per half hour
Daily Max: \$15.00

Monthly Parking:
Available - Sold Out
[Request Monthly Parking](#)

Valet Parking: : No

St. in Springfield, MA 01103

[View Map](#) | [Hide Details](#)

BRIDGE ST

Lot Address

300 Bridge St.
Springfield, MA 01103

Phone: (860) 995-7095

Hours:

Thu-Sat: 6:30pm-1:30am

East Court Street

22 East Court St. in Springfield, MA 01103

[View Map](#) | [Hide Details](#)

Lot Address

22 East Court St.
Springfield, MA 01103

Phone: (413) 747-3910

Hours:

Mon-Fri: 8am-4pm

Rates:

\$10.00 per day

Monthly Parking:

Available - \$120.00

[Request Monthly Parking](#)

Valet Parking: : Available

Hillman Street

613 Bridge St. in Springfield, MA 01103

[View Map](#) | [Hide Details](#)

Lot Address

613 Bridge St.
Springfield, MA 01103

Phone: (860) 995-7095

Hours:

Mon-Wed: 7am-5:30pm

Thu-Fri: 7am-1:30am

Monarch Place

One Monarch Place in Springfield, MA 01144

[View Map](#) | [Hide Details](#)

Garage Address

One Monarch Place
Springfield, MA 01144

Phone: (413) 731-1366

Hours:

Mon-Sun: 6am-11pm

Rates:

\$3.00 per hour

Monthly Parking:

Available - \$120.00 regular \$175.00 reserved
[Request Monthly Parking](#)

Valet Parking: : Available

Peter Pan Lot

15 Liberty St. in Springfield, MA 01103

[View Map](#) | [Hide Details](#)

Lot Address

15 Liberty St.
Springfield, MA 01103

Phone: 413-785-1708

Hours:

Mon-Thu: 5am-6pm
Fri: 5am-7pm
Sat: 5am-3pm
Sun: 5am-9am

Rates:

\$1.00 per 1/2 hour

Monthly Parking:

Available - \$70.00
[Request Monthly Parking](#)

Valet Parking: : No

Riverfront

1557 West Columbus Ave in Springfield, MA 01103

[View Map](#) | [Hide Details](#)

Lot Address

1557 West Columbus Ave
Springfield, MA 01103

Phone: (860) 995-7095

Hours:

Mon-Fri: 630am-230pm

Rates:

\$5.00 per day

Monthly Parking:

Available - \$59.00
[Request Monthly Parking](#)

Valet Parking: : No

Worthington

215 Worthington in Springfield, MA 01103

[View Map](#) | [Hide Details](#)

Lot Address

215 Worthington
Springfield, MA 01103

Phone: (413) 746-0269

Hours:

Mon-Wed: 8am-4pm

Thu-Fri: 8am-2:30 am

Sat: 3pm-2:30am

Rates:

\$2.00 per hour

Daily Max: \$7.00

Monthly Parking:

Available - \$85.00

[Request Monthly Parking](#)

Valet Parking: : Available

From: [REDACTED]
Sent: Thursday, June 09, 2016 11:53 AM
To: [REDACTED]
Cc:
Subject: RE: application

From: [REDACTED]
Sent: Thursday, June 09, 2016 9:30 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: FW: application

Hi everyone,

Parking at the open unpaved Propark Lot next to the Memorial Bridge is \$59 mo + \$10 deposit monthly on the parking pass hang tag. They charged me \$69 the first month. There is a waiting list. I got on the wait list back in March when we found out about the change.

For those employees who aren't here many days each week, they can opt for the daily rate of \$5 day. There is no sign-up for the Daily parking with the cash payment. They reserve a number of spaces for the Daily cash parkers. I'm not sure if you're allowed to leave and come back when you pay \$5 for the day. I can come and go with the reserved parking tag.

If this lot interests you, fill out the attached Application and send back to Eric at Propark. Feel free to call him as well.

From: Eric Ball [<mailto:Eric.Ball@propark.com>]
Sent: Thursday, June 02, 2016 3:11 PM
To: [REDACTED]
Subject: application

[REDACTED]

will you fill the application for me please...

thanks

Eric A. Ball

Area Manager

Propark America

One Monarch Place
Springfield, MA 01144

Office: (413) 731-1366
Mobile: (413) 695-7036
eric.ball@propark.com

From:
Sent:
To:

[REDACTED]
Monday, June 06, 2016 4:27 PM

Subject: FW: parking rates

Dear Team,
Listed below are some parking options it is my understanding that there really is not a special rate for employees only that it can be pretaxed and this is arranged through Parking Authority I hope that at least one of these will meet your needs.
Thanks
[REDACTED]

Rates

LOCATION	CLEARANCE	HOURLY RATE	MARKET RATE	RESERVE RATE	EVENT RATE
I-91 NORTH GARAGE	MAX 8'6" MIN 7'0"	\$1.50 FIRST 1/2 HR \$2.00 EA ADD'L HR	\$85.00	\$105.00	GEN. \$
I-91 SOUTH GARAGE	MAX 6'10" MIN 6'3"	\$1.50 FIRST 1/2 HR \$2.00 EA ADD'L HR	\$95.00	\$135.00	GEN. \$
APREMONT	N/A	permit parking	\$60.00	N/A	N/A

LOCATION	CLEARANCE	HOURLY RATE	MARKET RATE	RESERVE RATE	EVENT RATE
LOT		only			
CIVIC CENTER GARAGE	MAX 6'2"	\$1.50 FIRST 1/2 HR \$2.00 EA ADD'L HR	\$95.00	\$135.00 LEVEL 1 \$120.00 LEVEL 2	GEN. \$ \$12 VI
COLUMBUS CENTER GARAGE	MAX 6'9"	\$1.50 FIRST 1/2 HR \$2.00 EA ADD'L HR	\$85.00	\$120.00	GEN. \$1
DWIGHT STREET LOT	N/A	\$10.00 ALL DAY	\$60.00	N/A	THURS FRI. SA \$5
MORGAN SQ LOT	N/A	.75 per hr.- 3 hr. minimum	\$60.00	N/A	THURS FRI. SA \$7 NO PARKIN 3 AM to AM
TAYLOR STREET	MAX 7'1" MIN 6'4"	\$1.50 FIRST 1/2	\$85.00	\$135.00	N/A

LOCATION	CLEARANCE	HOURLY RATE	MARKET RATE	RESERVE RATE	EVENT RATE
GARAGE		HR \$2.00 EA ADD'L HR			
WINTER ST LOT	N/A	permit parking only	\$60.00	N/A	N/A

EXHIBIT H - FUNDING SOURCES FOR EA PARKING

Fiscal Yr	ARRA	Council on Aging	Donations	General Fund	Greater Springfield	MIPPA	Senior	Shine	Grand Total
	Senior Aide				Senior Services		Senior Aide		
2011	2,000	1,000		1,000		2,275	1,000	4,225	11,500
2012		1,000		1,000		3,000		4,000	9,000
2013					3,500				3,500
2014	850				2,500		5,350	2,500	11,200
2015		1,501		2,833	5,933		2,833		13,100
2016			2,750	4,700	3,166		7,643	2,849	21,108
	2,850	3,501	2,750	9,533	15,099	5,275	16,826	13,574	69,408

Source: MUNIS.

**EXHIBIT I - ESTIMATED VALUE OF EMPLOYEE PARKING PAID BY EA
2011 through 2016 ***

Name

	2016 (1)	2015	2014	2013	2012	2011	
	Estimated Actual Amount Paid by EA [Employee Days Worked * SPA Maximum Daily Rate at I-91 South Garage for 7.5 hours/day \$15.50] (3)	Estimated Actual Amount Paid by EA [Employee Days Worked * SPA Maximum Daily Rate per Contracts 2011-2015 of \$3.00]	Estimated Actual Amount Paid by EA [Employee Days Worked * SPA Maximum Daily Rate per Contracts 2011-2015 of \$3.00]	Estimated Actual Amount Paid by EA [Employee Days Worked * SPA Maximum Daily Rate per Contracts 2011-2015 of \$3.00]	Estimated Actual Amount Paid by EA [Employee Days Worked * SPA Maximum Daily Rate per Contracts 2011-2015 of \$3.00]	Estimated Actual Amount Paid by EA [Employee Days Worked * SPA Maximum Daily Rate per Contracts 2011-2015 of \$3.00]	Total Estimated Actual Amount Paid by EA
Active Employees working at Good Life Center							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	2,717	658	642	663	580	632	5,891
	1,734	678	657	673	626	680	5,048
	1,705	-	-	-	-	-	1,705
	1,669	680	695	46	-	-	3,089
	-	-	-	-	-	-	-
	1,817	225	-	-	-	-	2,042
	806	-	-	-	-	-	806
	765	-	-	-	-	-	765
	\$ 11,212	\$ 2,241	\$ 1,994	\$ 1,382	\$ 1,206	\$ 1,312	\$ 19,345
Former Employees							
	881	267	-	-	-	-	1,148
	-	-	-	-	-	-	-
	-	-	-	-	16	204	220
	517	162	202	201	222	386	1,690
	-	-	-	318	568	303	1,189
	-	188	372	378	379	22	1,340
	217	413	374	369	175	-	1,548
	-	36	-	-	-	-	36
	\$ 1,615	\$ 1,067	\$ 949	\$ 1,267	\$ 1,360	\$ 914	\$ 7,171
Totals	\$ 12,826	\$ 3,307	\$ 2,942	\$ 2,649	\$ 2,565	\$ 2,227	\$ 26,516

Notes:

* Calendar year.

(1) Employees were notified in the spring of 2016 that EA would no longer pay for parking as of July 1, 2016.

Therefore for FY2016 employee regular and overtime hours are only through 6/30/16. The exceptions are employees with continued paid parking: .

██████████ through December 31, 2016 and ██████████ through November 22, 2016

(2) Employee parked at the GAR or otherwise did not have paid parking.

(3) Per SPA published parking rates [see <http://springfieldparkingauthority.com/rates/>] fee is \$1.50 for the first half-hour and \$2.00 per hour for each additional hour.

**EXHIBIT J - POTENTIAL PARKING OVERCHARGE BY SPA
2011 through 2016***

Name	2016 (1)			2015			2014		
	Estimated Actual Amount Paid by EA [Employee Days Worked * SPA Maximum Daily Rate at I-91 South Garage for 7.5 hours/day \$15.50] (4)	Estimated Minimum Amount [Employee Days Worked * adjusted SPA Monthly Rate at I-91 South Garage] (3)	Potential Minimum SPA Overcharge/(Discount) [Difference between amount paid and Estimated Minimum] (3)	Estimated Actual Amount Paid by EA [Employee Days Worked * SPA Maximum Daily Rate per Contracts 2011-2015 of \$3.00] (3)	Estimated Minimum Amount [Employee Days Worked * adjusted SPA Monthly Rate at I-91 South Garage] (3)	Potential Minimum SPA Overcharge/(Discount) [Difference between amount paid and Estimated Minimum] (3)	Estimated Actual Amount Paid by EA [Employee Days Worked * SPA Maximum Daily Rate per Contracts 2011-2015 of \$3.00] (3)	Estimated Minimum Amount [Employee Days Worked * adjusted SPA Monthly Rate at I-91 South Garage] (3)	Potential Minimum SPA Overcharge/(Discount) [Difference between amount paid and Estimated Minimum] (3)
Active Employees working at Good Life Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	2,717	802	1,914	658	1,004	(346)	642	980	(338)
	1,734	512	1,222	678	1,034	(357)	657	1,003	(346)
	1,705	504	1,201	-	-	-	-	-	-
	1,669	493	1,176	680	1,038	(358)	695	1,060	(365)
	-	-	-	-	-	-	-	-	-
	1,817	537	1,280	225	343	(118)	-	-	-
	806	238	568	-	-	-	-	-	-
	765	226	539	-	-	-	-	-	-
	\$ 11,212	\$ 3,312	\$ 7,900	\$ 2,241	\$ 3,420	\$ (1,179)	\$ 1,994	\$ 3,043	\$ (1,049)
Former Employees									
	881	260	621	267	408	(141)	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	517	153	364	162	248	(85)	202	308	(106)
	-	-	-	-	-	-	-	-	-
	-	-	-	188	287	(99)	372	568	(196)
	217	64	153	413	630	(217)	374	571	(197)
	-	-	-	36	55	(19)	-	-	-
	\$ 1,615	\$ 477	\$ 1,138	\$ 1,067	\$ 1,628	\$ (561)	\$ 949	\$ 1,448	\$ (499)
Totals	\$ 12,826	\$ 3,789	\$ 9,038	\$ 3,307	\$ 5,047	\$ (1,740)	\$ 2,942	\$ 4,490	\$ (1,548)

Notes:

* Calendar year.

(1) Employees were notified in the spring of 2016 that EA would no longer pay for parking as of July 1, 2016. Therefore for FY2016 employee regular and overtime hours are only through 6/30/16. The exceptions are employees with continued paid parking: [redacted] through December 31, 2016 and [redacted] through November 22, 2016.

(2) Employee parked at the GAR or otherwise did not have paid parking.

(3) Per SPA published parking rates the "Market" rate is assumed to be the monthly rate [see <http://springfieldparkingauthority.com/rates/>]. The I-91 South garage rate is \$95.00. [\$95.00 * 12 months = \$1,140.00] [52 weeks * 5 business days - 11 holidays = 249 business days] [\$1,140.00 / 249 = \$4.58/day]

(4) Per SPA published parking rates [see <http://springfieldparkingauthority.com/rates/>] fee is \$1.50 for the first half-hour and \$2.00 per hour for each additional hour.

**EXHIBIT J - POTENTIAL PARKING OVERCHARGE BY SPA
2011 through 2016***

Name	2013			2012			2011		
	Estimated Actual Amount Paid by EA	Estimated Minimum Amount	Potential Minimum SPA Overcharge/(Discount)	Estimated Actual Amount Paid by EA	Estimated Minimum Amount	Potential Minimum SPA Overcharge/(Discount)	Estimated Actual Amount Paid by EA	Estimated Minimum Amount	Potential Minimum SPA Overcharge/(Discount)
	<i>[Employee Days Worked * SPA Maximum Daily Rate per Contracts 2011-2015 of \$3.00]</i>	<i>[Employee Days Worked * adjusted SPA Monthly Rate at I-91 South Garage] (3)</i>	<i>[Difference between amount paid and Estimated Minimum]</i>	<i>[Employee Days Worked * SPA Maximum Daily Rate per Contracts 2011-2015 of \$3.00]</i>	<i>[Employee Days Worked * adjusted SPA Monthly Rate at I-91 South Garage] (3)</i>	<i>[Difference between amount paid and Estimated Minimum]</i>	<i>[Employee Days Worked * SPA Maximum Daily Rate per Contracts 2011-2015 of \$3.00]</i>	<i>[Employee Days Worked * adjusted SPA Monthly Rate at I-91 South Garage] (3)</i>	<i>[Difference between amount paid and Estimated Minimum]</i>
Active Employees working at Good Life Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	663	1,012	(349)	580	885	(305)	632	965	(333)
	673	1,027	(354)	626	955	(329)	680	1,038	(358)
	-	-	-	-	-	-	-	-	-
	46	70	(24)	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	\$ 1,382	\$ 2,108	\$ (727)	\$ 1,206	\$ 1,840	\$ (634)	\$ 1,312	\$ 2,003	\$ (690)
Former Employees	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	16	24	(8)	204	311	(107)
	201	307	(106)	222	339	(117)	386	589	(203)
	318	486	(168)	568	867	(299)	303	462	(159)
	378	577	(199)	379	578	(199)	22	34	(12)
	369	563	(194)	175	267	(92)	-	-	-
	-	-	-	-	-	-	-	-	-
	\$ 1,267	\$ 1,934	\$ (667)	\$ 1,360	\$ 2,075	\$ (715)	\$ 914	\$ 1,395	\$ (481)
Totals	\$ 2,649	\$ 4,042	\$ (1,393)	\$ 2,565	\$ 3,915	\$ (1,350)	\$ 2,227	\$ 3,398	\$ (1,171)

EXHIBIT J - POTENTIAL PARKING OVERCHARGE BY SPA
2011 through 2016*

Name	Total		
	Total Estimated Actual Amount Paid by EA	Total Estimated Minimum Amount	Total Potential Minimum SPA Overcharge
Active Employees working at Good Life Center			
	\$ -	\$ -	\$ -
	-	-	-
	-	-	-
	5,891	5,647	244
	5,048	5,570	(522)
	1,705	504	1,201
	3,089	2,660	429
	-	-	-
	2,042	880	1,162
	806	238	568
	765	226	539
	<u>\$ 19,345</u>	<u>\$ 15,725</u>	<u>\$ 3,621</u>
Former Employees			
	1,148	668	480
	-	-	-
	220	335	(115)
	1,690	1,944	(253)
	1,189	1,815	(626)
	1,340	2,044	(705)
	1,548	2,096	(547)
	36	55	(19)
	<u>\$ 7,171</u>	<u>\$ 8,956</u>	<u>\$ (1,786)</u>
Totals	<u>\$ 26,516</u>	<u>\$ 24,681</u>	<u>\$ 1,835</u>