



## Blanket Contract # 20101191A Amendment No. 4

### City of Springfield Blanket Contract Tracer Log

**INSTRUCTIONS:** Upon receipt, please initial and write in the date of receipt on this Tracer form. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			RW	08/29/16
Internal Audit	YN	8/30/16		
City Comptroller	UKL	9/1/16	UKL	9/1/16
Law	PF	9-6-16	PF	9-6-16
CAFO	HJP	9/7/16	HJP	9/9/16
Mayor	SB	9-7-16	SB	9-9-16
Office of Procurement			RW	9/12/16

Vendor No.: ~~75723~~  
72755      Contract # 20101191A      Blanket Contract Date: 07/01/2010

Contract Change Order completed: 08/29/16 Increase Contract by \$33,000.00

Blanket Renewal Date: 04/01/17

Blanket Contract Expiration Date: 06/30/2018

Req No.: 17003081

Act No.: 01129-530105

Bid No.:

Vendor Name: Powers & Sullivan LLC

Blanket Contract Purpose: Amendment No. 4 for Audit Services

Requesting Dept.: Internal Audit

TYPE OF DOCUMENT (Please select at least one):

New

Amendment *44*

Extension

Renewal

**Amendment #4 to City Contract No: 20101191 and 20101191A**

**AGREEMENT FOR PROFESSIONAL  
INDEPENDENT FINANCIAL AUDIT SERVICES**

WHEREAS, on or about July 1, 2010, the **CITY OF SPRINGFIELD**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal office at 36 Court Street, Springfield, Massachusetts 01103, acting by and through its Office of Internal Audit, with the approval of the Mayor (the City"), entered into City Contract NO. 20101191 ("Agreement") with **Powers & Sullivan, LLC**, a Massachusetts Limited Liability Company with a principal place of business at 100 Quannapowitt Parkway, Suite 101, Wakefield, MA 01880 (the "Provider"), to perform financial audit services for the City; and

WHEREAS, pursuant to Amendment #2 to this Agreement, which was approved on or about October 31, 2014, the Agreement was extended to allow the Provider to perform Financial Audit Services for the City's Fiscal Year 2016, Fiscal Year 2017, and Fiscal Year 2018; and

WHEREAS, in August, 2016, the City asked the Provider to undertake a review of certain contracts between the City and Kennedy Golf Management, Inc. ("KGM") and related documents, to determine if KGM adhered to the requirements of such contracts during the 2015 and 2016 contract periods, as more fully described in the "Agreed Upon Procedures" attached hereto as Exhibit #1, and incorporated herein by reference; and

WHEREAS, this review will be conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants; and

WHEREAS, this Agreement, as amended herein, is exempt from the Mass. Uniform Procurement Act pursuant to Mass. Gen. Laws ch. 30B, sec. 1(b)(15), and the services contemplated hereunder are not subject to competitive procurement;

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the Parties agree to further amend the Agreement as follows:

- 1) Article I, Scope of Services, Paragraph A, is amended by adding the following new subsection (2):

"(2) Pursuant to this Amendment #4, the Provider will undertake a review of certain contracts between the City of Springfield ("City") and Kennedy Golf Management, Inc. ("KGM"), and related documents, to determine if KGM adhered to the requirements of such contracts during the 2015 and 2016 contract periods, as more fully described in the "Agreed Upon Procedures" attached hereto as Exhibit #1, and incorporated herein by reference. The Provider will also work collaboratively with the City's Office of Internal Audit to recommend best practices at the City's golf courses. The work will be completed by September 30, 2016."

The Provider will bill for these services at hourly rates which range from \$125 per hour to \$175 per hour depending on staffing level, plus direct travel expenses. It is expected the review will

take approximately 100 to 200 hours to complete, and in no event will the fees exceed \$33,000."

2) Article III (A), Compensation, is amended by adding the following new sub-paragraph (i):

"(i) Pursuant to Amendment #4, the City's maximum financial liability for the review of the KGM contracts is Thirty-Three Thousand Dollars (\$33,000.00), broken down as follows:

Hourly rates of \$125 to \$175 x approximately 100-200 hours = not to exceed \$33,000.

This increases the not to exceed amount under the contract for services performed in Fiscal Year 2017 (July 1, 2016-June 30, 2017) only, from One-Hundred Ninety Thousand Dollars (\$190,000.00) as set forth in Amendment #3, to a maximum of Two-Hundred Twenty-Three Thousand Dollars (\$223,000.00)."

3) All other terms and conditions of the Agreement not amended by this Amendment #4 shall remain the same.

4) This Amendment #4 shall become effective as of the date it is signed by all necessary parties listed below.

IN WITNESS WHEREOF, the City of Springfield has caused this Amendment #4 to be signed in its name and behalf by its Internal Auditor, and thereafter approved by its Mayor, and the said Provider, has hereunto set his hand and seal hereon, as of the date the same is signed by all parties listed below.

**POWERS & SULLIVAN, LLC:**

By: Michael K. Nelligan  
Title: Partner  
Date signed: August 26, 2016

Approved:

[Signature]  
Director of Internal Audit

**CITY OF SPRINGFIELD:**

[Signature]  
Lauren Stabilo  
Chief Procurement Officer

Approved as to Form:

[Signature]  
City Solicitor

Reviewed:

[Signature]  
Chief Administrative and Financial Officer  
Date signed: 9/9/16

APPROVED:

*Domenic J. Sarno*

DOMENIC J. SARNO  
MAYOR  
Signed: \_\_\_\_\_

*9/9/14*

*WV #01129-530105 \*33,000.00 INC.*  
Approved as to appropriation:

*Jan Raliph* *9/1/14*  
City Comptroller *,042017*

# Powers & Sullivan, LLC

Certified Public Accountants



100 Quannapowitt Parkway  
Suite 101  
Wakefield, MA 01880  
T. 781-914-1700  
F. 781-914-1701  
[www.powersandsullivan.com](http://www.powersandsullivan.com)

August 11, 2016

Mr. Yong Ju No, CPA  
Director of Internal Audit  
City of Springfield  
36 Court Street  
Springfield, MA 01103

Dear Mr. No:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Springfield, Massachusetts (City).

We will apply the agreed-upon procedures which the City of Springfield, Massachusetts has specified, as listed in the attached Exhibit A, to the operations and management of the City owned Veteran's Memorial Golf Course and the City owned Franconia Golf Course. This engagement is solely to assist the City determine if certain provisions of the City's contract with Kennedy Golf Management (KGM) were adhered to by KGM during the 2015 and 2016 contract periods. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the City. Consequently, we make no representation regarding the sufficiency of the procedures described in Exhibit A either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in Exhibit A do not constitute an examination, we will not express an opinion on the information we obtain. In addition, we have no obligation to perform any procedures beyond those listed in Exhibit A. However, as the engagement progresses, the procedures may need to change and any changes will be discussed and approved by the Office of Internal Audit or other members of management of the City.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the Mayor, City Council, the City's Law Department, the Office of Internal Audit, and other members of City management, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You are responsible for selecting the criteria of our services and determining that such criteria are appropriate for your purposes. You are also responsible for all management decisions and functions, for designating an individual with suitable skill, knowledge, or experience to oversee our services, and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for making all financial records and related information available to us. We understand that management will provide us with such information required for our services and that management is responsible for the accuracy and completeness of that information.

The nature of our procedures will be limited. Therefore fraud may exist that we will not identify during the performance of those procedures.

Our findings and conclusions will be presented in an objective and unbiased manner. We are not aware of any conflict that would affect our ability to act impartially.

At the conclusion of the engagement, we may be asked to provide expert witness testimony at deposition or trial in support of the work we have performed and the conclusions we have reached.

During the course of our engagement, it may be necessary for us to prepare written reports that support our conclusions. We will report to the City's Law Department and to the City's Office of Internal Audit and will submit all reports, communications and work product. These reports are to be used only in connection with any litigation that may result from this engagement and may not be published or used in any other manner without the written consent of Powers & Sullivan, LLC.

We understand that in preparing this matter for potential litigation, it may be necessary for City Counsel, and others, to share with us your theories of the case, strategy considerations, mental impressions, conclusions, other thought processes and communications. Consequently, we understand that the work performed by us will be confidential, constituting a portion of your work product, and is to be regarded by us as being covered by attorney-client privileges. We further understand that if we are asked to testify, many such privileges may no longer apply. All workpapers and documentation or other documents used by us during this engagement will be maintained in confidence and such originals will be returned to you upon completion of this engagement.

We plan to begin our procedures upon execution of a contract by the City for this work and, unless unforeseeable problems are encountered, the engagement should be completed by September 30, 2016. At the conclusion of our engagement, we will require a representation letter from the City that, among other things, will confirm the City management's responsibility for the presentation of the agreed-upon procedures.

Our fee for the services provided will be billed at the hourly rates originally provided in our audit contract with the City that range from \$125 per hour to \$175 per hour depending on the staffing level, plus direct expenses such as travel, lodging and meals. We will not bill for items such as copies, postage and similar items. Based on our initial discussions and with some assistance from the Office of Internal Audit, we expect the hours to complete these procedures will range from 100 to 200 hours and our fees to range from \$16,500 to \$33,000. The fee estimate is based on anticipated cooperation from all parties involved and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. Our bills for these services will be rendered monthly as the work progresses and are due and payable in 30 days from the date of receipt by the City.

In the event we are requested or authorized by the City or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement, the City will, so long as we are not party to the proceeding in which the information is sought, reimburse us for our professional time and expenses.

We appreciate the opportunity to be of service to the City of Springfield, Massachusetts and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please forward a contract to us for execution.

Very truly yours,

A handwritten signature in cursive script that reads "Powers & Sullivan, LLC".

Powers & Sullivan, LLC

## Exhibit A

# Agreed Upon Procedures Provided by the City of Springfield's Office of Internal Audit

### **TYPE OF SERVICE**

Agreed upon procedures.

### **OBJECTIVE**

To determine if certain provisions of the City's contact with Kennedy Golf Management (KGM) were adhered to by KGM.

### **SCOPE**

City's 2015 and 2016 contract and its provisions related to the following:

- Reporting requirements.
- Completeness of City revenues including gift certificates and certain tournaments.
- Use of the City's cash register to record all revenues belonging to the City.
- Eligibility of expense reimbursements made by the City of Springfield.

### **AGREED UPON PROCEDURES**

- Obtain an understanding of the operations at Franconia and Veterans golf courses,
- Determine if KGM filed all of the required reports, including financial and activity, to the Director of Parks, Recreation and Building Management by the dates specified in the contracts,
- Work collaboratively with the City's Office of Internal Audit to determine if:
  - a. Prices charged by KGM were in accordance with the prices approved by the Parks Commission.
  - b. Gift certificates sold at the City's golf courses have been accurately and completely reported and deposited with the City.
  - c. Revenues earned during the weeks of May 22, 2015 and August 8, 2016 were accurately and completely reported and deposited with the City.
  - d. Revenues from the following tournaments have been accurately and completely reported and deposited with the City:



Tournament	2016	2015
Fall Scramble		17-Oct
Fall Scramble		25-Oct
Fall Scramble		31-Oct
Fall Scramble		7-Nov
Fall Scramble		8-Nov
Fall Scramble		22-Nov
Fall Scramble		27-Nov
Bontempo		Sept 4-7
Raimonde	July 16-17	July 19-20
Four Man Open	25-Jun	20-Jun
Memorial Day	30-May	25-May
Spring 2 Ball	23-Apr	25-Apr

- Determine if reimbursements made by the City were appropriate and actually incurred by KGM.
- Work collaboratively with the City's Internal Audit to recommend best practices at the City's golf courses.
- Other agreed upon procedures.



# CERTIFICATE OF LIABILITY INSURANCE

JTM  
R054DATE (MM/DD/YYYY)  
8/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT</b>	
FRENKEL & COMPANY/PHS		NAME:	
087354 P: (866) 467-8730 F: (888) 443-6112		PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
301 WOODS PARK DRIVE		E-MAIL ADDRESS:	
CLINTON NY 13323			
<b>INSURED</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
POWERS & SULLIVAN		INSURER A: Hartford Fire Ins Co	
100 QUANNAPOWITT PKWY STE 101		INSURER B: Hartford Casualty Ins Co	
WAKEFIELD MA 01880		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR BTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			08 SBA EL6412	04/03/2016	04/03/2017	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input checked="" type="checkbox"/> General Liab						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			08 SBA EL6412	04/03/2016	04/03/2017	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED: RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08 WBC IH2911	04/03/2016	04/03/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER****CANCELLATION**

THE CITY OF SPRINGFIELD  
36 COURT ST  
SPRINGFIELD, MA 01103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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P 1  
cmentpst

CITY OF SPRINGFIELD  
CONTRACT CHANGE ORDER REPORT

08/29/2016 14:09  
111202

CONTRACT # VENDOR NAME ENTRY DT JOURNAL

20101191A 72755 POWERS & SULLIVAN LLC 08/29/16  
Enforcement Method: Not to Exceed

YEAR	AMOUNT
2017	33,000.00
TOTAL	33,000.00

\*\* END OF REPORT - Generated by Raemarie Walker \*\*

Labonte, Leslie

---

**From:** Fraser, Christopher  
**Sent:** Wednesday, August 31, 2016 4:20 PM  
**To:** Labonte, Leslie  
**Subject:** Requisition Info for Contract # 20101191A

Hi Leslie,

Please use the following org/object for the auditing services requisition we discussed earlier:

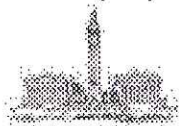
01129-530105 for \$33,000.00

V# 72755 Powers + Sullivan

Thanks,  
Chris

## Christopher Fraser

Management Analyst  
Office of Management & Budget  
36 Court St. Springfield, MA 01103  
Phone: (413) 787-6191





Bill To  
OFFICE OF INTERNAL AUDIT  
36 COURT STREET  
ROOM 411  
SPRINGFIELD, MA  
01103

Requisition 17003081-00 FY 2017

Acct No:  
01129-530105  
Review:  
Buyer: lpl  
Status: Released

Page 1

Vendor  
POWERS & SULLIVAN LLC  
100 QUANNAPOWITT PKWY  
SUITE #101  
  
WAKEFIELD, MA 01880-1321  
USA  
Tel#781-914-1700 X223  
Fax 9-1-781-914-1701

Ship To  
OFFICE OF INTERNAL AUDIT  
36 COURT STREET  
ROOM 411  
SPRINGFIELD, MA 01103

Delivery Reference  
C#20101191A - AMEND. #4

AMEND. #4  
C#20101191A

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/01/16	072755				INTERNAL AUDIT DEPARTMENT

LN	Description / Account	Qty	Unit Price	Net Price
001	AMENDMENT #4 INCREASE FOR AUDIT SERVICES FOR MUNICIPAL GOLF COURSES	1.00	33000.00000	33000.00
		EACH		
1	01129-530105		33000.00	

Ship To  
OFFICE OF INTERNAL AUDIT  
36 COURT STREET  
ROOM 411  
SPRINGFIELD, MA 01103  
Delivery Reference  
C#20101191A - AMEND. #4

Requisition Link Requisition Total 33000.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*  
Account 01129-530105 Amount 33000.00 Remaining Budget 23767.30

\*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

Activity	Date	Clerk	Comment
Forward	09/01/16	Mitchell Doty	Automatic Forward to 109320
Queued	09/01/16	Melanie Acobe	Automatic Forward to 109320
Queued	09/01/16	Christopher Fraser	Automatic Forward to 109320
Queued	09/01/16	Jennifer Whisher	Automatic Forward to 109320
Queued	09/01/16	Heather Potito	Automatic Forward to 109320
Queued	09/01/16	Yuan Feng	Automatic Forward to 109320



Bill To  
 OFFICE OF INTERNAL AUDIT  
 36 COURT STREET  
 ROOM 411  
 SPRINGFIELD, MA  
 01103

Requisition 17003081-00 FY 2017

Acct No:  
 01129-530105  
 Review:  
 Buyer: lpl  
 Status: Released

Vendor  
 POWERS & SULLIVAN LLC  
 100 QUANNAPOWITT PKWY  
 SUITE #101  
 WAKEFIELD, MA 01880-1321  
 USA  
 Tel#781-914-1700 X223  
 Fax 9-1-781-914-1701

Ship To  
 OFFICE OF INTERNAL AUDIT  
 36 COURT STREET  
 ROOM 411  
 SPRINGFIELD, MA 01103

Delivery Reference  
 C#20101191A - AMEND. #4

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/01/16	072755				INTERNAL AUDIT DEPARTMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Pending Maria Gomes		Automatic Forward to	109320