

CITY OF EAST PROVIDENCE
 JOURNAL/MINUTES-REGULAR COUNCIL MEETING
 TUESDAY, FEBRUARY 16, 2021
 CALL TO ORDER: 6:30 P.M.
 145 TAUNTON AVENUE-CITY COUNCIL CHAMBERS
 EAST PROVIDENCE, RHODE ISLAND
 EXECUTIVE SESSION: CONFERENCE ROOM A

 RE-OPEN SESSION TO BE IMMEDIATELY FOLLOWED
 AFTER EXECUTIVE SESSION AT APPROXIMATELY 6:45 P.M.

City Council:
 Council President, Robert Britto - Ward 1
 Council Vice-President: Bob Rodericks - At Large
 Councilwoman Anna Sousa - Ward 2
 Councilman Nate Cahoon - Ward 3
 Councilman Ricardo Mourato - Ward 4

City Solicitor, Michael J. Marcello
 Assistant City Solicitor, Dylan Conley
 City Clerk, Samantha N. Burnett

As a result of the COVID-19 pandemic, this meeting will be both in person and virtually, through an application called, "Zoom".

IN ORDER TO PARTICIPATE VIRTUALLY, USE THE FOLLOWING OPTIONS:

By phone:

Call the toll free number: 1-877-853-5247 (audio only) and enter the following information:
 MEETING ID: 993-0796-0324
 You do not need a meeting passcode.

By computer or smartphone (this is the audio and video option):

To participate visually (with audio) you will need to log into the following from your computer or smart phone, go to: www.zoom.us

Enter the following information when prompted
 MEETING ID: 993-0796-0324

Once entered, you will be able to join the meeting. At the appropriate time for public comment the moderator will allow you to provide comment at the meeting.

The meeting will also be available live on our city website, located at:

http://www.clerkbase.com/RI_EastProvidence_Live_CityCouncil.html

In addition, written public comment on any agenda item can be submitted by 4:00 p.m. on Tuesday, February 2, 2020 in the following delivery methods:

Email the City Clerk: sburnett@eastprovidenceri.gov

Mailed/dropped off at: City Hall, Attention: City Clerk, 145 Taunton Avenue - East Providence, Rhode Island 02914

I. CALL TO ORDER –

Council President Britto called the meeting to order. City Clerk, Samantha N. Burnett produced a roll call. At the time, all members were present for the exception of Councilwoman Sousa, who did join later in Executive Session.

II. VOTE TO GO INTO EXECUTIVE SESSION, PURSUANT TO R.I.G.L. 42-46-5 (a)(2) and (a) (5) 

Motion to enter Executive Session made by Councilman Cahoon. Motion seconded by Council Vice President Rodericks. Motion passes unanimously, 4-0 with Councilwoman Sousa absent for the vote.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa		
Britto	x	

A) Litigation strategy/update and acquisition of private property by Eminent Domain.

The City Council may go into executive session pursuant to R.I.G.L. 42-46-5(a)(1) and (5) related to an update from special counsel related to litigation status and update on potential eminent domain proceedings related to former Metacomet Golf Club and Facility located at 500 Veterans Memorial Parkway, East Providence, 02914

The City Council may go into executive session pursuant to R.I.G.L. 42-46-5(a)(2) litigation and potential litigation to discuss the following items:

A) New Claims
 American Commerce Insurance Company (Insured: Yelena Kozyreva)
 Ralph Larson
 Jenny Vieira

B) Litigation//Public Lands

Petition for Abandonment of Surplus Land, Referral to the Planning Board for review and recommendation regarding the public use and value of Assessor's Map 305 Block 6 Parcel 5.1.

Eminent Domain Update regarding the former Metacomet Golf Club located at 500 Veterans Memorial Parkway

III. OPEN SESSION 

The Council gathered for Open Session. Council President Britto requested a roll call and the City Clerk, Samantha N. Burnett. All members were present.

IV. PLEDGE OF ALLEGIANCE

Council President Britto led the Pledge.

V. MOTION TO SEAL MINUTES FROM EXECUTIVE SESSION

Motion to seal the minutes from Executive Session was made by Councilman Cahoon. Motion seconded by Councilman Mourato. Motion passes 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

VI. APPROVAL OF THE CONSENT CALENDAR 

COUNCIL JOURNALS:

FEBRUARY 2, 2021 REGULAR CITY COUNCIL MEETING MINUTES

Motion to approve made by Councilman Cahoon. Motion seconded by Council Vice President Rodericks. Motion passes 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

PUBLIC COMMENT 

Each speaker will be limited to three (3) minutes. The order of the speakers will be on a first come, first serve basis and the maximum time for public comment shall be limited to thirty (30) minutes per meeting. Public comments must pertain to a docket item.

Renee Chicoine spoke regarding the Comprehensive Plan Community Advisory Board.

VII. MAYORAL APPOINTMENTS NOT REQUIRING COUNCIL APPROVAL 

Appointments - Tree Commission (THREE YEAR TERMS)

Jenn Tierney 02/17/2021-2/16/2024

Claire Tierney 02/17-2021-02/16/2024

Carol Auer 02/17/2024

Communication Only. Directive Napoleon Gonsalves was available for the Council. No vote or action was taken.

Appointments to Affirmative Action Committee (TWO YEAR TERM)

Angie Lovegrove 11/1/2019- 11/22/2021

Carole Brown 7/22/2020-7/21/2022

Jerome Spinola 10/01/2020-10/02/2022

Haywood Ross 10/01/202-10/02/2022

Janel Logan (Walker) 10/1/2020-10/02/2022

Al Maynard 03/05/2019-03/06/2021

Daniel Coerria 05/01/2020-05/02/2022

Communication Only. Directive Napoleon Gonsalves was available for the Council. No vote or action was taken.

VIII. MAYORAL APPOINTMENTS REQUIRING COUNCIL CONFIRMATION

1. Marc Furtado, Juvenile Hearing Board

Motion to approve made by Councilman Cahoon. Motion seconded by Council Vice President Rodericks. Motion passes 3-2.

Member	Aye	Nay
Cahoon	x	
Mourato		x
Rodericks	x	
Sousa		x
Britto	x	

IX. LICENSES NOT REQUIRING PUBLIC HEARING 

APPLICATIONS FOR VICTUALING LICENSE, CLASS 3 (TRANSFER)

A) EMCD REALTY 187 WILLETT AVENUE, 02915 TRANSFERRED TO: MATRA LLC – 185 WILLETT AVE, 02915 DBA WILLETT FARMS

Motion to pass made by Councilman Mourato. Motion to second by Council Vice President Rodericks. Motion passes 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

APPLICATION FOR HOLIDAY SALES

A) EMCD REALTY 187 WILLETT AVENUE, 02915 TRANSFERRED TO: MATRA LLC – 185 WILLETT AVE, 02915 DBA WILLETT FARMS

Motion to pass made by Councilman Cahoon. Motion seconded by Councilwoman Sousa. Motion passes unanimously, 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

X. NEW BUSINESS

a) COUNCIL COMMUNICATIONS

1. Discussion: East Providence Small Business Survey - Councilman Cahoon

Councilman Cahoon was present to speak and lead the discussion. Tentative date set for the May 4th Council Meeting to review the business survey results. Reviewed timelines to have an insert added to the water bills and other means to get the word out about participating in the survey.

2. Discussion: Update COVID 19 Vaccination Plan/Preparedness for East Providence – Council Vice President Rodericks

Council Vice President was present to speak and lead the discussion with updates on clinics and vaccination for the COVID-19 pandemic.

3. Discussion: Status of New East Providence High School and Razing of Old Building (Last Walk Down Memory Lane) – Council President Britto

Council President Britto was present to speak and lead the discussion regarding this topic.

4. Discussion and Status Update on Metacomet Demolition Permitting located at 500 Veterans Memorial Parkway – Councilwoman Sousa, Councilman Mourato

Councilwoman Sousa and Councilman Mourato were both present to speak and lead the discussion regarding this topic.

5. Broadway On and Off Ramp Intersection Safety Concerns and Possible Resolution– Councilwoman Sousa

Councilwoman Sousa was present to speak and lead the discussion on this topic.

6. Discussion: Request for Resolution for LED Lights for the March 2, 2021 Meeting – Councilwoman Sousa

Councilwoman Sousa was present to speak and lead the discussion on this topic.

7. Black History Month Recognition for the City of East Providence – Council President Britto

Council President Britto was present to speak and lead the discussion on this topic.

8. Update on the East Providence High School Construction – Councilman Cahoon

Councilman Cahoon was present to speak and lead the discussion on this topic.

b) COMMUNICATIONS – OFFICE OF THE MAYOR

1. “Pathway to 2040” - Comprehensive Plan Update, Director William Fazioli and Horsley Witten Senior Planner, Krista Moravec

Presentation was provided by Horsley Witten and provide updates on the progress of this project. Planning Director, William Fazioli was present for this discussion as well.

2. Executive Order 2021-007 (Extension of Executive Order EO 2020-049, “Virtual Board and Commission Meetings”)

This was a communication item only. No action or vote was taken.

3. Zobrio Accounting Contract – See Resolution Item #2

Please see the notes under this under Resolution Item #2 – this communication was held in conjunction with this item. Director of Finance, Malcolm Moore was present for the Council.

4. Executive Order 2021-006 (Extension 2020-004 Municipal State of Emergency to March 16, 2021)

Director, Napoleon Gonsalves was available to the Council. Motion made by Councilman Cahoon. Motion seconded by Council Vice President Rodericks. Motion passes unanimously, 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

5. Tentative Discussion Update:

Suez Contract – Michael Marcello provided a brief update. Suez sent a revised contract. Suez asked for a few more weeks to review. It is still in negotiations. Council President requested that a copy of the contract be provided to the Council. Solicitor Marcello stated that he will get them a contract of what was sent.

c) REPORTS OF OTHER CITY OFFICIALS

1. Boards and Commission Report Update – City Clerk, Samantha N. Burnett

City Clerk, Samantha N. Burnett provided updates regarding the Board of Assessment, Affirmative Action, Ancient Little Neck Cemetery, Canvassing, Carousel Commission, Conservation Commission.

2. City Solicitor’s Report – City Solicitor Michael J. Marcello

Solicitor, Michael J. Marcello provided the Claim Report from Executive Session.

d) RESOLUTIONS

Full resolutions on ClerkBase, under 02/16/2021 agenda: <https://www.clerkshq.com/eastprovidence-ri>

1. **RESOLUTION** REQUESTING TO NAME THE LITTLE LEAGUE FIELD AT GLENLYON - "THE MCDONALD/LONG FIELD"-Council President Britto and Council Vice President Rodericks

Motion to approve made by Council Vice President Rodericks. Motion seconded by Councilwoman Sousa. Motion passes unanimously, 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

2. **RESOLUTION** AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ZOBRIO FOR ACCOUNTING SOFTWARE -Council Vice President Rodericks

Motion to pass by Council Vice President Rodericks. Motion seconded by Councilman Cahoon. Motion passes unanimously, 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

3. **RESOLUTION** REQUESTING THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION TO REINSTALL MEMORIAL SIGNAGE IN HONOR OF VETERANS – Councilwoman Sousa

Motion to approve made by Councilwoman Sousa. Motion seconded by Council Vice President Rodericks. Motion passes, 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

e) **ORDINANCES FOR SECOND PASSAGE (AND PUBLIC HEARING)**

1. **AN ORDINANCE** IN AMENDMENT OF CHAPTER 18 OF THE REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE, RHODE ISLAND, 1998, AS AMENDED, ENTITLED "VEHICLES AND TRAFFIC" (Section 18-307) Council Vice President Rodericks

Public Hearing held. No one exercised the right to speak. Motion to approve made by Council Vice President Rodericks. Motion seconded by Councilman Cahoon. Motion passes, 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

f) **INTRODUCTION TO ORDINANCES FOR FIRST PASSAGE:**

1. **ORDINANCE** OF THE COUNCIL OF THE CITY OF EAST PROVIDENCE APPROPRIATING \$150,000 FOR THE SUPPORT OF CRESCENT PARK LOOFF CAROUSEL AND FACILITIES – Councilman Mourato

This item was tabled to the next Council meeting, scheduled for March 2, 2021. Requested by Councilman Mourato.

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

g) **ORDINANCES FOR SECOND PASSAGE (AND PUBLIC HEARING)**

1. **AN ORDINANCE** IN AMENDMENT OF CHAPTER 7 OF THE REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE, RHODE ISLAND, 1998, AS AMENDED, ENTITLED "HEALTH AND SANITATION" (Article V, Sections 7-81 to 7-88) Council President Britto and Council Vice President Rodericks

Public Hearing was offered. It was not exercised by the public. Motion to approve made by Council Vice President Rodericks. Motion seconded by Councilwoman Sousa. Motion passes unanimously, 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

XI. **RECONVENE IN EXECUTIVE SESSION (if necessary)**

Council found it not necessary to reconvene in Executive Session.

XII. **ADJOURNMENT**

Motion to adjourn made by Councilman Cahoon. Motion seconded by Councilwoman Sousa. Motion passes unanimously. Meeting adjourns.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

If communication assistance is needed or any other accommodations to ensure equal participation, please contact the City Clerk, Samantha Burnett at 401.435.7596 at least 48 hours prior to the meeting date.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CITY OF EAST PROVIDENCE

RESOLUTION NO.

**RESOLUTION REQUESTING TO NAME THE LITTLE LEAGUE FIELD AT
GLENLYON - "The McDonald/Long Field"**

WHEREAS, the Rumford Little League has been serving the youth of East Providence, RI. since it was established in 1951, and;

WHEREAS, Steve McDonald and Bob Long have been Rumford Little league volunteers for more than 25 years, and;

WHEREAS, Steve McDonald and Bob Long have been instrumental to the growth of the league, and have been mentors to countless boys and girls in Rumford, and;

WHEREAS, The members of the Rumford Little League have requested that Steve McDonald and Bob Long be recognized for their meritorious efforts by naming the field at Glenlyon in their honor;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Providence hereby names the ball field at Glenlyon as the "McDonald/Long Field."

Adopted by the City Council:

Attest:

City Clerk of East Providence, Rhode Island

Requested by: Council President, Ward One Council Member, Robert Britto
Councilman at Large, Robert P. Rodericks

STATE OF RHODE ISLAND

CITY OF EAST PROVIDENCE

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
A CONTRACT WITH ZOBRIO FOR ACCOUNTING SOFTWARE**

WHEREAS, the City issued a Request for Proposals for the purchase or lease and implementation of an ERP/Financial Management System and related services to replace the current accounting program Sungard; and

WHEREAS, on September 9, 2020, the City received nine (9) bids for an ERP/Financial Management System for the City; and

WHEREAS, the lowest bid was provided by Zobrio. Zobrio has established itself as the market leader for government financial solutions and has an understanding of the unique fund accounting challenges that face local governments; and

WHEREAS, the City would like to enter into a five (5) year contract with Zobrio for the ERP/Financial Management System in the amount of \$439,290.00

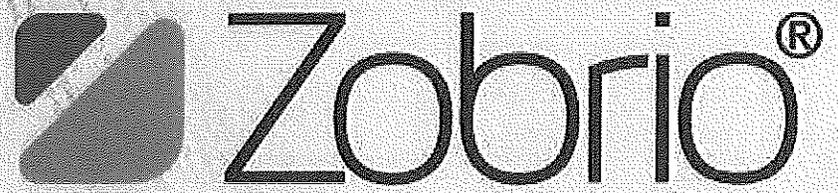
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Providence hereby authorizes the Mayor of the City of East Providence to enter into a contract with Zobrio for an ERP/Financial Management System in the amount of \$439,290.00.

Adopted by the City Council: _____

Attest:

City Clerk of East Providence, Rhode Island

Introduced by: Council Vice President Rodericks



PROPOSAL:
City of East Providence, RI

Zobrio ERP Solution
MIP Financials & Banking
January 15, 2021

January 15, 2021

City of East Providence
Finance Department
145 Taunton Ave
East Providence, RI 02914

Zobrio is pleased to submit this proposal for your ERP Financial Solution which includes Zobrio MIP Financials and ZAI Banking solution, along with implementation and training. Thank you for the opportunity; we are excited to have you as part of our growing portfolio of government and public sector fund accounting users that consider Zobrio as a trusted advisor.

Project Scope:

- General Leger
- Requisitions/Purchase Orders
- Accounts Payable
- Accounts Receivable
- Grant/Project Management
- Fixed Assets
- ZAI Banking
- Implementation and Training

Our proposal is a 4 year, 9 month, private cloud hosted, subscription solution, fixed bid service project. This proposal expires February 5, 2021.

Why choose Zobrio?

Our area of specialty is fund accounting, cash management and banking, budget development and reporting for local governments and non profits. We understand your unique fund accounting challenges and have successfully delivered solutions to countless government organizations just like yours. Not only that, Zobrio will provide you a dedicated team to ensure you always receive the support you require.

Zobrio's commitment

Through our dedicated focus and expertise, we have established ourselves as the recognized market leader for government financial solutions. Partnering with Zobrio will allow you to tap into 30+ years of certified expertise and ensure your fund accounting needs are met. Zobrio provides you a fully integrated solution that enables you to focus on what you do best.



1741 South Big Bend Blvd.
St. Louis, MO 63117
www.zobrio.com | 314-754-1932

We look forward to working with and for you on this project. If you have any questions, please contact us at the numbers listed below.

Respectfully submitted,

Robert Raymond, EVP
Mobile (781) 718-1881
Office (781) 826-3400
E-Mail: Rob.Raymond@Zobrio.com

COMPANY INFORMATION

Name	Zobrio, Inc.
Street Address	1741 South Big Bend Blvd
City, State, Zip	St. Louis, MO 63117
Phone Number	800-796-4984
Web Address	www.zobrio.com
Name of CEO	John Varadian
Current Number of Employees	30
Year the company was established	1987
Office locations	St. Louis, MO Springfield, IL Boston, MA;
Full-Time Employees	Area of Involvement
1	CEO
4	Software Development
4	Sales
5	IT Services
11	Application Consulting
1	Marketing
4	Administrative

Types of Business Ventures: With 30 years of experience Zobrio was founded with the sole purpose of providing outstanding software and technological support to non-profits and government organizations. We are a privately-owned organization that has more than 25 employees that specializes in our offerings. This is our entire focus twenty-four hours a day, seven days a week. Zobrio has grown into one of the largest support organizations for non-profits and government agencies. We are confident that other vendors cannot bring our level of expertise to an organization like yours. Our support team is made up of certified professionals, MBAs, accountants, end users as well as Microsoft certified engineers. The Zobrio corporate office is located in St. Louis, Missouri and we have regional offices in Springfield, Illinois and Boston, Massachusetts.

INVESTMENT OVERVIEW

Description	Quantity	Sales Price	Total
<p>Zobrio ERP MIP Subscription Private Cloud Financial Solution</p> <p>4 Year 9 Month MIP ERP Private Cloud - \$27,648 per year -30 Concurrent Users</p> <p>-This is a 4 year 9 month agreement. Agreement starts from date of contract signing.</p> <p>Modules: -System Manager -Advanced Security -General Ledger -GASB Reporting -Accounts Payable with EFT -Requisitions/Purchase Orders -Accounts Receivable -Grant/Project Management -Fixed Assets -Forms Designer -API -Data I/E</p>	4.75	27,648.00	131,328.00
<p>4 Year 9 Month ZAI Banking Private Cloud - \$34,000 - 60 Named Users / 30 Concurrent Users</p> <p>-This is a 4 year 9 month agreement. Agreement starts from date of contract signing.</p> <p>Modules: -Banking -Cashbook</p>	4.75	34,000.00	161,500.00
<p>Zobrio Private Cloud Data Center (Initial 3 years)</p> <p>Server recommended includes Microsoft Windows Server 2016 Standard, 4 CPUs, 12 GB RAM, 150 GB Storage. System backup with 100GB/MO of cloud based back up included, server antivirus and proactive monitoring for the financial server. Remote desktop access and Microsoft Excel, Word and a PDF Generator are listed separately below. User access is internet based and requires the use of a web browser. The Town staff will use their existing desktop equipment.</p> <p>Back-up Frequency: Daily Back-up Retention: Zobrio will retain all versions from current day to 1 month(s). After 1 month(s), Zobrio will keep monthly versions for 3 month(s). After 3 month(s), Zobrio will keep monthly versions for 6 month(s). After 6 month(s) will not retain. Zobrio will keep no fewer than 1 version(s)</p>	3	21,079.00	63,237.00
<p>Zobrio Private Cloud Data Center (Year 4 & Prorated Year 5)</p>	1.75	13,500.00	23,625.00
<p>Fixed Bid Labor for Zobrio MIP ERP Private Cloud Solution:</p> <p>Project Management, Implementation, Configuration, Acceptance Testing, Training, Conversion, Cutover, & Post Go-Live Support for 30 Days.</p> <p>MIP Core (224 hours) ZAI Banking (60 Hours)</p> <p>Optional Services: -Professional Services for optional modules -Additional conversion of data and records as listed in Appendix C (Conversion: Included Conversions and Breakdown)</p> <p>Payment Terms: Year 1 -\$67,315 Software due upon contract signing (prorated for fiscal year ending</p>	1	59,600.00	59,600.00



Description	Quantity	Sales Price	Total
October 31, 2021) -\$14,900 of Services Due Upon Contract Signing -\$14,900 of Services Due April 1, 2021 -\$14,900 of Services Due July 1, 2021 -\$14,900 of Services Due October 1, 2021			
Year 2 -\$82,727 for year 2 software subscription due at start of fiscal year November 1, 2021			
Year 3 -\$82,727 for year 3 software subscription due at start of fiscal year November 1, 2022			
Year 4 -\$75,148 for year 4 software subscription due at start of fiscal year November 1, 2023			
Year 5 -\$71,773 for year 5 software subscription due at start of fiscal year November 1, 2024			

Fixed Bid - Professional services are billed as a Fixed Fee. **Total** \$439,290.00

Unless otherwise stated above, all Shipping and Handling charges will be invoiced in addition to the quoted amount.

All Reimbursable charges including but not limited to mileage, hotel, airfare, toll booths, per diem meals, and other miscellaneous expenses will be invoiced in addition to the quoted amount.

Your signature indicates your acceptance of Zobrio, Inc. Standard Terms & Conditions dated September 25, 2018 located at <http://www2.zobrio.com/tc> all of which are fully incorporated herein as if a part of this Agreement.

Client _____

Date _____

PROJECT SCOPE

MIP Module	Deliverables
General Ledger	General Ledger Workflow Discovery for configuring MIP Configure General Ledger and review with customer Provide templates for adding the chart of accounts (COA) Import COA using the completed template Provide templates for adding the prior year's beginning balances and monthly net changes. Import prior year information using the completed templates Create 5 standard reports COA report, General Ledger Report, Trial Balance, Balance Sheet, Income Statement Training can include how to create accounts and configure additional reports
Accounts Payable	Accounts Payable Workflow Discovery for configuring MIP Configure Accounts Payable and review with customer Provide templates for adding vendor information Import vendors using the completed templates Provide templates for adding invoices open at conversion Import invoice information using the completed templates Configure check formats Create 3 standard reports Pre-Payment Report, Open Invoice Report, 1099 Activity Report Training can include how to create vendors, invoices, credit memos, and payments (printing checks and an EFT file) Training can include how to process invoices and payments.
Accounts Payable Purchase Orders and Encumbrances	Purchase Order Workflow Discovery for configuring MIP Configure Purchase Orders and Encumbrances and review with customer Training can include how to create purchase orders, enter encumbrances, and receive items
Accounts Payable eRequisitions	eRequisitions Workflow Discovery for configuring MIP Configure user security for creating and approving requisitions Configure requisition approval rules

MIP Module	Deliverables
Accounts Receivable Cash Receipts	Accounts Receivable Workflow Discovery for configuring MIP Configure Accounts Receivable and review with customer Provide templates for adding customer information Import customers using the completed templates Provide templates for adding invoices open at conversion Import invoice information using the completed templates Create 3 standard reports Open Item Report, Deposit Report, (1) Transaction Report Training can include how to create customers, invoices, deposits, and payments
Fixed Assets	Fixed Assets Workflow Discovery for configuring MIP Configure Fixed Assets and review with customer Provide templates for adding setups, asset information, and accumulated depreciation Import asset records using the completed templates Create 3 standard reports Asset Listing, Book Value Report, Depreciation Summary Report Training can include how to create all asset and transaction records

CONTRACT TERM:

This is a 4 year, 9 month contract for the service period February 1, 2021 through October 31, 2025.

INVESTMENT SUMMARY:

Zobrio will bill annual invoices by August 15, 75 days in advance of renewal date for the term of this contract.

5 Year Agreement	Annual Software Subscription & Hosting	Professional Services	Total Annual Investment
Year 1 (Prorated)	\$67,315	\$59,600	\$126,915
Year 2	\$82,727		\$82,727
Year 3	\$82,727		\$82,727
Year 4	\$75,148		\$75,148
Year 5	\$71,773		\$71,773

PAYMENT TERMS:

February 1, 2021

\$67,315Software & Hosting Subscription Payment
\$ 14,90025% Professional Services Down Payment

April 1, 2021

\$ 14,90025% Professional Services Installment Payment

July 1, 2021

\$ 14,90025% Professional Services Installment Payment

October 1, 2021

\$ 14,90025% Professional Services Installment Payment

November 1, 2021

\$82,727Software & Hosting Subscription Payment

November 1, 2022

\$82,727Software & Hosting Subscription Payment

November 1, 2023 & November 1, 2024

\$75,148 & \$71,773.....Software & Hosting Subscription Payment



ACCEPTANCE

Zobrio, Inc. and the City of East Providence, RI hereby accept the terms of the contract tendered by Zobrio, Inc.

Accepted by: **City of East Providence, RI**

Signature

Date

Printed Name

Title

Accepted by: **Zobrio, Inc.**

Signature

Date

Robert Raymond

EVP

Printed Name

Title

MASTER SERVICES AGREEMENT

1. **Scope of Services:** The project for which Zobrio shall provide consulting and/or training services is described in the applicable Investment Summary of the Agreement. Additional services requested by Client outside of the scope described in the Investment Summary will be charged pursuant to Zobrio's then current rates. Zobrio shall make reasonable efforts to describe such additional services in a subsequent exhibit or schedule.
2. **Product:** All hardware sales and services are subject to availability. Freight charges may apply. If any product sold is returned within 30 days of delivery, a restocking fee may apply.
3. **Expiration Dates:** Quotations are valid for 30 days.
4. **Responsibility of Zobrio:** Zobrio will provide services in accordance with the standards exercised by members of Zobrio's professionals currently practicing in the same locality under similar conditions and will incorporate applicable laws, codes and standards. No other representation or warranty is made with regard to any services or products, express or implied, and no guaranty is included or intended in any Agreement or in any report, opinion, and document or otherwise. Except as described herein, all goods and services are sold AS IS. Zobrio will not be responsible for the safety of any job site, as Client acknowledges and agrees that safety of the job site is Client's sole responsibility.
5. **Client Information:** Client will provide Zobrio with all necessary information regarding Client's requirements for the project in sufficient time to allow Zobrio to adhere to desired resolution time frames.
6. **Payments and Disputes:** Invoices will be invoiced per the agreed upon payment schedule as described in the contract. Prepaid services must be paid prior to the start of our services. Invoices shall be due and payable upon receipt, unless otherwise stated on the invoice. Client must notify Zobrio, in writing, within 30 days of the date posted on the invoice as the invoice date (or if no invoice date, the date of receipt by Client), of any dispute with the invoice. Failure to notify Zobrio of a dispute in this manner and within this time frame shall constitute a waiver of any dispute and any claim Client may otherwise have with regard to an invoice.
7. **Cost of Living Adjustment:** Following the initial four year, 9 month term, the annual increase of the annual subscription on the original solution and platform of the hosted Zobrio ERP solution and services will not exceed 5 percent.
8. **Late Payment Penalty:** Balances over 30 days past due are subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. All Late Fees, Collection Costs, and Attorney's Fees may be added to Past due Accounts.
9. **Professional Fee's:** If the Investment Summary does not indicate a fixed bid then Zobrio's fees are based solely on time spent on the engagement. The cost for these services will be billed at Zobrio's then standard hourly rate based upon the resources utilized for the project.
10. **Reimbursed Expenses:** In addition to the aforementioned fees, Client will reimburse Zobrio from our base office of Pembroke, Massachusetts for any mileage and out-of-pocket expenses that Zobrio and its employees and agents incur as a result of the engagement. Zobrio shall make reasonable efforts to have Client pre-approve large expenses.
11. **Travel Time:** Zobrio's policy pertaining to Clients outside of a fifteen (15) mile radius from Zobrio's base office of Pembroke, Massachusetts in which the applicable Zobrio consultant resides is to bill travel time one way at the consultant's then current rate.
12. **Non-Solicitation:** During the term of any Agreement and for one (1) year after the termination or expiration of the term of such Agreement, Client shall not hire, solicit for hire, or recommend for hire,

any of Zobrio's employee without the prior written consent of Zobrio. If Client hires an employee of Zobrio, Client shall immediately pay Zobrio for the violation of this Section an amount equal to one hundred percent (100%) of such employee's current, total, annual monetary compensation (including without limitation wages, salary, bonuses, and commissions). Client agrees that the provisions of this Section shall not preclude or limit any available actions at law or in equity, including without limitation, any form of damages to Zobrio or any injunctive or equitable relief available to Zobrio, for misappropriation of trade secrets, unfair competition, breach of contract, or other cause of action arising from or out of hiring or recruitment of Zobrio's employee(s).

13. **Termination:** Either party may terminate the term of an Agreement if the other party materially defaults in performing any of its obligations under the Agreement and the default remains uncured for at least thirty (30) days following receipt of written notice from the non-defaulting party.
14. **Limitation of Liability:** The total liability of Zobrio pursuant to or in connection with any Agreement and the provision of any services or products (including, without limitation, any liability for negligence) shall be limited to one hundred and fifty percent (150%) the amounts actually paid by Client to Zobrio for the services or products that were not properly performed. The foregoing limitation of liability shall be effective regardless of the form of action (whether contract or tort) and regardless of whether the charged party knew or should have known for the possibility that the charging party might suffer damages.
15. **Ownership of Programs and Documents:** All materials and automated files that Zobrio brings into the engagement will remain the property of Zobrio, including Zobrio created programs and reporting tools labeled as Zobrio®. Any such items exclusively created for Client during the project shall become the property of the Client but any portions thereof which may be generally applicable to Zobrio's customer base and all resources used to create such items shall remain the property of Zobrio.
16. **Confidentiality:** During the term of the Agreement and for three (3) years after termination or expiration of the term of the Agreement, each party agrees not to disclose any confidential information obtained from the other party to any other person or entity. As used herein, "Confidential Information" means information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential. Confidential information shall not include information (i) generally known to the public, (ii) already known, through legal means, to the party receiving the information, or (iii) legally obtained from a third party. Notwithstanding anything to the contrary, Client agrees that Zobrio may use Client's name and a general description of Zobrio's services with respect to the Project in describing Zobrio's professional experience and qualifications to prospective clients.
17. **Assignment:** Client may not assign its rights under this agreement without Zobrio's written consent.
18. **Severability and Non-Waiver of Rights:** Any element of the Agreement held to violate law shall be deemed void and all remaining provisions shall continue to be in force. Notwithstanding the foregoing, any restrictive covenant which is able to be blue penciled / revised by a Court of competent jurisdiction in order to make it not violate the applicable law shall be so revised but in the minimum amount to not make it violate law.
19. **Survival:** All obligations arising prior to the termination of the term or of the Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Zobrio, including any applicable sections of these terms and conditions, shall survive the completion of services hereunder and the termination or expiration of the term of the Agreement.
20. **Force Majeure:** Any task or service which a party is not able to perform or is delayed in performing by reason of (i) a party's failure or delay in performing its tasks, or (ii) acts of God, terrorism, government

regulations and orders imposed after execution of this agreement, communication line failures, power failure, the infrastructure of the internet, thirty party actions, that are illegal under either a federal or state law, earthquakes, or other disasters, or any other cause beyond the reasonable control of a party, shall excuse the party to that extent.

21. **Taxes:** Client shall, besides other amounts payable under any Agreement, pay all local, state and federal taxes levied or imposed by reason of the transactions contemplated in this Agreement. Client shall promptly pay to Zobrio any such taxes actually paid or required to be collected, excluding income taxes on Zobrio's own income.
22. **Conflict of Interest:** No officer or employee of Zobrio shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Client warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
23. **Covenant Against Discrimination:** Zobrio covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Zobrio shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.
24. **Law:** Venue and jurisdiction for any action arising in connection with any Agreement shall be within the Courts of Providence County, Rhode Island. Any Agreement shall be governed by Rhode Island law.
25. **Amendments:** These terms and conditions may be amended from time to time by Zobrio upon prior written notice to Client.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATN:
ZOBRIO, INC
A Delaware Corporation

Robert Raymond
EVP

CLIENT:

By: _____

Name:
Title:
Address: _____

STATE OF RHODE ISLAND

CITY OF EAST PROVIDENCE

CHAPTER

ORDINANCE OF THE COUNCIL OF THE CITY OF EAST PROVIDENCE APPROPRIATING \$150,000 FOR THE SUPPORT OF CRESCENT PARK LOOFF CAROUSEL AND FACILITIES

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

SECTION I. The Capital Budget for the fiscal year ending October 31, 2021 was established to amount to **\$3,690,897**

SECTION II. As of the passage of this Ordinance, said Capital Budget has appropriated the following funds to the following Capital Projects:

Account Name	Capital Project	Appropriated Funds
Capital – Finance	Tax Collection/Assessment Software	127,500
Capital – Finance	Accounting System – Includes HR and Payroll	125,000
Capital – Planning	Soccer Field – Match for DEM Grant	150,000
Capital – Planning	Splash Pad – Match for RIDEM Grant	26,000
Capital – Planning	Arts Grant	50,000
Capital – Engineering	Runnings River Channel Improvement	100,000
Capital – Engineering	Taunton Ave Drainage Improvements	125,000
Capital – Engineering	Pedestrian Signal Improvements	50,000
Capital – Public Buildings	Replace Indoor Sprinkler System at Weaver Library	200,000
Capital – Police	4 Police Cruisers	200,000
Capital – Police	Parking Lot Expansion	100,000
Capital – Fire	Replace Cardiac Monitors	80,422
Capital – Fire	Lease Payment For 3 Engine Trucks	247,966
Capital – Fire	Replace Station 3 Floor Day Area and Hallway	39,431
Capital – Fire	Replace Station 3 Air Conditioning	35,000
Capital – Fire	Ductless AC System for Station	10,000
Capital – Pierce Field	Basketball Court Renovation	250,000
Capital – Pierce Field	Baseball Scoreboard and Sound System	45,000
Capital – Parks	Riverside Rec / Delfemine Field	100,000
Capital – Carousel	Structural Stabilization Phase 1	50,000
Capital – Carousel	Ice Skating Rink Acquisition and Installation	100,000
Capital – Carousel	Year Round Concession Building	150,000
	Subtotal	\$2,361,319

SECTION III. As of the advertisement of this Ordinance, there is an unencumbered and unallocated balance of funds remaining in the Capital Budget in an amount equal to: **\$1,329,578.**

SECTION IV. The purpose of this Ordinance is to allocate **One Hundred and Fifty Thousand Dollars (\$150,000)** of the remaining unencumbered and unallocated Capital Budget to the **Parks Department** following Capital Project:

- **Enhancements to Crescent Park and/or the Loeff Carousel and/or Facilities related and supportive thereto, including improvements such as concession or food related infrastructure or buildings**

SECTION V. This ordinance shall take effect upon its passage and all ordinances and parts of ordinances inconsistent herewith are hereby repealed.

Adopted:

Attest:

City Clerk of the City of East Providence, Rhode Island

Introduced by: Councilman Mourato

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CITY OF EAST PROVIDENCE

CHAPTER

**AN ORDINANCE IN AMENDMENT OF CHAPTER 7 OF THE
REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE,
RHODE ISLAND, 1998, AS AMENDED, ENTITLED
“HEALTH AND SANITATION”**

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

SECTION I. Chapter 7 of the Revised Ordinances of the City of East Providence, Rhode Island 1998, as amended, entitled “Health and Sanitation” is amended by adding thereto the following:

ARTICLE V. REGULATION OF UNATTENDED DONATION BOXES

Sec. 7-81. Purpose and intent.

The purpose of this article is to regulate the placement of unattended donation boxes within the city. The procedures and requirements of this article are enacted to:

- (a) Promote the community’s health, safety, and welfare by regulating unattended donation boxes for clothing or other salvageable personal property within the city;
- (b) Ensure that unattended donation boxes do not pose a hazard to pedestrian and vehicular traffic;
- (c) Ensure that material is not allowed to accumulate outside of the unattended donation boxes where it can be scattered by adverse weather conditions, animal contacts and human activities; and
- (d) Establish criteria that avoid attracting vermin, unsightliness, and public health hazard.

Sec. 7-82. Definitions.

Operator means a person, entity, association or organization who places, maintains or operates unattended donation box(es) to solicit donations of salvageable personal property.

Permittee means the property owner who is issued a permit authorizing placement of unattended donation box(es).

Unattended Donation Box means any unattended container, receptacle, or similar device that is located on any property within the city used for soliciting and collecting donations of clothing or other salvageable personal property.

Sec 7-83. Permits.

(a) It shall be unlawful for any person, firm, or corporation to erect, place, maintain or operate any collection bin without first obtaining a permit issued by the Building Official.

(b) A permit issued under this article shall be valid for one year and renewable for one-year periods thereafter.

(1) Annual permit fee: \$50.00, plus a \$100.00 refundable deposit.

(c) The Building Official shall not issue a permit unless:

(1) The applicant has submitted a complete and accurate application accompanied by the applicable fee;

(2) The operator who will maintain or operate the unattended donation box is qualified to solicit donations of salvageable personal property pursuant to Rhode Island General Laws as amended;

(3) The proposed location and placement of the unattended donation box on the property owner's real property is in compliance with all applicable laws and will not impede pedestrian, bicycle, site distances onto adjacent streets or vehicular traffic.

(d) If the Building Official denies an application, the Building Official shall state, in writing, the specific reasons for denial.

(e) Permits issued hereunder shall be valid for one unattended donation box. Multiple unattended donation boxes shall have their own individual permits.

(f) No person or operator to whom a permit has been issued shall transfer, assign, or convey such permit to another person or operator.

(g) Prior to expiration of the permit, the permittee may voluntarily cancel the permit by notifying the Building Official in writing of the intent to cancel the permit. The permit shall become void upon the Building Official's receipt of a written notice of intent to cancel the permit.

Sec. 7-84. Renewal of permits.

(a) A permittee may apply for permit renewal by submitting to the Building Official, before the expiration of the permit, a renewal application and applicable fee.

(b) The Building Official shall either approve or deny the renewal of a permit within thirty (30) days of receipt of the complete renewal application and payment of the renewal fee.

(c) The Building Official shall approve the renewal of a permit if he or she finds that no circumstances existed during the term of the permit, existed at the time of submission of an

application for renewal, or existed at any time during the review of the application for renewal that are inconsistent with any finding required for approval of a new permit or that would justify the revocation of the permit.

Sec. 7-85. Requirements and maintenance.

(a) A permittee shall operate and maintain or cause to be operated and maintained all unattended donation boxes located in the city as follows:

(1) Unattended donation boxes shall be maintained in good condition and appearance with no structural damage, holes, or visible rust, and shall be free of graffiti;

(2) Unattended donation boxes shall be locked or otherwise secured;

(3) Unattended donation boxes shall contain the following contact information in two-inch type visible from the front of each unattended donation box: the name, address, email, and phone number of both the permittee and operator;

(4) Unattended donation boxes shall be serviced and emptied as needed, but at least once per month, or within five business days of a request by the Building Official.

(5) The permittee shall maintain or cause to be maintained the area surrounding the unattended donation boxes free of any junk, garbage, trash, debris or other refuse material.

(6) The permittee and operator shall be individually and severally responsible, including all costs, for abating and removing all junk, garbage, trash, debris and other refuse material in the area surrounding the unattended donation boxes within twenty-four hours of written or verbal notice from the city.

(b) It shall be unlawful for any property owner or operator to place an unattended donation box in any residential district.

(c) No more than two unattended donation boxes shall be placed on each parcel of real property.

(d) Permittee and/or operator shall report the amount of tonnage collected annually to the Department of Public Works.

Sec. 7-86. Revocation of permit, removal of unattended donation boxes and liability.

The Building Official shall have the right to revoke any permit issued hereunder if any of the grounds upon which he or she may refuse to issue an initial permit exists. In addition, the failure of the permittee to comply with the provisions of this article or other provisions of this code or other law shall also constitute grounds for revocation of the permit. The Building Official shall provide a written notification to the permittee stating the specific grounds for revocation. Upon revocation, the unattended donation box shall be removed from the permittee's real property within

thirty (30) calendar days and, if not removed within this time period, the city may remove, store and dispose of the unattended donation box at the permittee's sole cost and expense. Upon revocation, a permittee shall be prohibited from applying for a permit for a period of one year. Any violation of the provisions of this article is a public nuisance subject to abatement pursuant to this code or as otherwise permitted by law.

Sec. 7-87. Violation--Penalty.

(a) In addition to any other penalties or remedies authorized by the laws of this state or city, any person who violates any provision of this article shall be punished by a fine as follows:

1. First Offense – Loss of Deposit (\$100.00)
2. \$100.00 for each subsequent violation, plus any cost incurred by the city for cleanup if needed.

(b) If a permittee is found to have willfully violated or ignored the provisions of this article, or is found to have perpetrated fraud regarding the operation and use of the collection bin, the permittee shall be fined and will be deemed ineligible to place, use or employ a collection bin pursuant to this article, and may have any or all bins removed by the city.

Sec. 7-88. Exemption.

Unattended donation boxes located entirely within the interior of a building are exempt from the requirements of this article.

SECTION II. This ordinance shall take effect upon its second passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Given first passage _____ and referred to _____ at 6:30 p.m. for a hearing
and consideration of final passage and adopted

Attest:

City Clerk of East Providence, Rhode Island

Introduced by: Council President Britto & Council Vice President Rodericks