



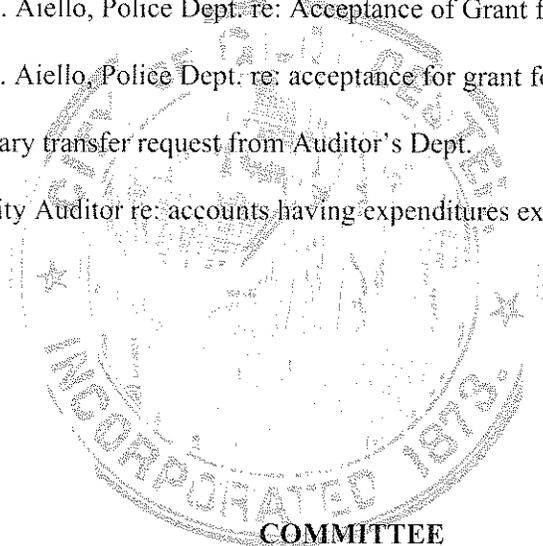
City of Gloucester

City Council

CITY HALL • GLOUCESTER • MASSACHUSETTS • 01930
Telephone 508-281-9722 Fax 508-281-8472

CITY COUNCIL
AND
CITY COUNCIL STANDING COMMITTEE
Budget and Finance
Thursday, May 28, 2009 – 7:00 p.m.
Council Conference Room – City Hall

1. Memo from Harbormaster re: acceptance of grant for harbor rescue/fire boat.
2. Memo from Lt. Aiello, Police Dept. re: Acceptance of Grant from U.S. Dept of Justice.
3. Memo from Lt. Aiello, Police Dept. re: acceptance for grant for bullet proof vest.
4. Special budgetary transfer request from Auditor's Dept.
5. Report from City Auditor re: accounts having expenditures exceeding their appropriations.



COMMITTEE

Councilor Jason Grow, Chair
Councilor Joe Ciolino, Vice Chair
Councilor Steve Curcuru

Committee members – Please bring relevant documentation

CC: Mayor
Jim Duggan
Marcia Melnis
Jeffrey Towne
Jim Caulkett
Lt. Joe Aiello



Nineteen Harbor Loop
Gloucester, MA 01930

TEL 978-282-3012
FAX 978-978-281-4188
jcaulkett@gloucester-ma.gov

CITY OF GLOUCESTER
HARBORMASTER'S OFFICE

RECEIVED

MAY 5 2009

Mayor's Office

Memorandum

From: Jim Caulkett, Harbormaster
To: Mayor Carolyn Kirk
Date: May 4, 2009
Subject: Mayor's Report to Council

Mayor Kirk,

In your next Report to Council will you please include the attached contract and request to accept \$355,300.00 in grant funds for the purchase of a Harbor Rescue/Fire Boat.

These funds are from the Federal Homeland Security Grant program and the Seaport Advisory Council. No match is required from the City of Gloucester.

Sincerely,

Jim Caulkett

Cc: Chief John Beaudette
Lt. Joe Aiello
Chief Phil Dench
Administrative Assistant Jim Duggan
Gloucester Waterways Board

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form, to be used for New Contracts and Contract Amendments/Renewals, is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth Departments. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors should only complete sections marked with a "→". For instructions and hyperlinks (italics), please view this form at: www.mass.gov/osc under *Guidance For Vendors - Forms* or at www.mass.gov/osd under *OSD Forms*.

→ <u>Contractor Legal Name</u> (and d/b/a): City of Gloucester		<u>Department MMARS Alpha Code and Name</u> : Seaport Advisory Council/Department of Business Development	
→ <u>Legal Address</u> (from W-9): 19 Harbor Loop, Gloucester, MA 01930		<u>Business Mailing Address</u> : 40 Center Street, Fairhaven, MA 02719	
→ <u>Payment Remittance Address</u> (from W-9):		<u>Billing Address</u> (if different):	
→ <u>Contract Manager</u> : Jim Caulkett, Harbormaster		<u>Contract Manager</u> : Ellen Cebula	
→ <u>E-Mail Address</u> : jcaulkett@gloucester-ma.gov	→ Phone: 978-282-3012	<u>E-Mail Address</u> : Ellen.Cebula@state.ma.us	Phone: 508-999-3030
→ Fax: 978-281-4188	→ TTY:	Fax: 508-999-6442	TTY:
→ <u>State of Incorporation</u> (if a corporation) or "N/A":		<u>MMARS Doc ID(s)</u> : PO1	
→ <u>Vendor Code</u> : VC6000192096		<u>RFR/Procurement or Other ID Number</u> (if applicable): ENV SEA 0001	
<u>MMARS Object Code</u> : PO1		<u>Account(s) Funding Contract</u> : 70079022 and 1100-2500	

X NEW CONTRACT

COMPENSATION (Check only one):
 Total Maximum Obligation of this Contract \$ 355,300
 Rate Contract (Attach details of rate(s) units and any calculations):

The following COMMONWEALTH TERMS AND CONDITIONS for this Contract has been executed and filed with CTR (Check only one):
 Commonwealth Terms And Conditions
 Commonwealth Terms And Conditions For Human And Social Services

PROCUREMENT OR EXCEPTION TYPE (Check one option only):
 Single Department Procurement/Single Department User Contract
 Single Department Procurement/Multiple Department User Contract
 Multiple Department Procurement/Limited Department User Contract
 Statewide Contract (OSD or an OSD-designated Department)
 Grant (as defined by 815 CMR 2.00)
 Emergency Contract (attach justification)
 Contract Employee (Complete Employment Status Form)
 Collective Purchase (attach OSD approval)
 Legislative/Legal Exemption (attach authorizing language)
 Other (Specify and attach documentation):

ANTICIPATED START DATE: May 1, 2009 (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)
CONTRACT END DATE: April 30, 2010

CONTRACT AMENDMENT/RENEWAL

ENTER CURRENT CONTRACT START and END DATES (prior to amendment)
 Current Start Date: _____, Current End Date: _____

COMPENSATION: (Check Either, "No Compensation Change", "Maximum Obligation" or "Rate change". ATTACH Amended Scope and Budget to support Amendment.)
 NO Compensation Change (Skip to "OTHER" section below and select change)
 Redistribute Budget Line Items (No Maximum Obligation Change)
 Maximum Obligation Change.
 a) Current Total Contract Maximum Obligation: \$ _____
 (Total Contract Maximum Obligation, including all prior amendments).
 b) Amendment Amount ("+" or "-"): \$ _____
 c) NEW TOTAL CONTRACT MAXIMUM OBLIGATION: \$ _____
 Rate Changes to Rate Contract

OTHER: (Check option, explain under "Brief Description" below, and attach documentation.)
 Amend Duration Only (No Compensation or Performance Change)
 Amend Scope of Services/Performance Only (no budget impact.)
 Interim Contract (Temporary Extension to complete new Procurement)
 Other: (Describe Details and Attach documentation):

ANTICIPATED START DATE: _____ (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.)
NEW CONTRACT END DATE: _____

→ PROMPT PAYMENT DISCOUNTS. Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See Prompt Payment Discount Policy.
 % Within 10 Days % Within 15 Days % Within 20 Days % Within 30 Days OR, Check off the following if:
 Contractor either claims hardship, or chooses not to provide PPD, or compensation is not subject to prompt pay discounts (grants, non-commodity or non-service compensation)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT (Reference to attachments is insufficient):
 This contract is for the procurement of a 27' Fully Equipped Patrol Boat using Federal Homeland Port Security Grant Share and Seaport Council's 25% match. Grant 2007 GB TT 0237. As outlined in the Scope of Services and Budget, Special conditions and Payment Schedule that are attached.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, or an earlier Start date listed above, the "Effective Date" of this Contract or Amendment shall be the latest date this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Contract or Amendment Start Date specified above, or the date of any required approvals. By executing this Contract/Amendment, the Contractor makes, under the pains and penalties of perjury, all certifications required under the attached Contractor Certifications, and has provided all required documentation noted with a "→", or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein, including the terms of the applicable Commonwealth Terms and Conditions available at www.mass.gov/osc under *Guidance For Vendors - Forms* or at www.mass.gov/osd under *OSD Forms*, the terms of the attached Instructions, the Request for Response (RFR), solicitation (if applicable) or other authorization, the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated performance or budget provisions. The terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties. **THE PARTIES HEREBY ALSO CERTIFY THAT (Check one option only):**

- the Contractor has NOT incurred any obligations triggering a payment obligation for dates prior to the Effective Date of this Contract or Amendment; OR
- any obligations incurred by the Contractor prior to the Effective Date of this Contract or Amendment (for which a payment obligation has been triggered) are intended to be part of this Contract/Amendment and shall be considered a final Settlement and Release of these obligations which are incorporated herein, and upon payment of these obligations, the Contractor forever releases the Commonwealth from any further claims related to these obligations.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
 → X: [Signature] Date: 5/13/09
 (Signature and Date Must Be Handwritten At Time of Signature)
 → Print Name: Carolyn Kirk
 → Print Title: Mayor

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:
 X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: _____
 Print Title: _____

**GLOUCESTER
POLICE
DEPARTMENT**

**LT. JOE AIELLO
OPERATIONS
COMMANDER**

Memo

RECEIVED

MAY 6 2009

Mayor's Office

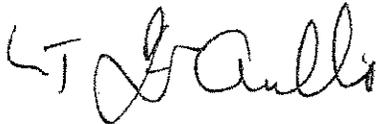
To: Mayor Carolyn A. Kirk
From: Lt Joe Aiello
CC: Jim Duggan, Chief Administrative Officer
Date: 5/6/2009
Re: Byrne Memorial Justice Grant

It was recently reported to you by the Gloucester Police Department staff that we would not be eligible to apply for the Byrne Memorial Justice Assistance Grant due to the time constraint that a public hearing must be done 30 days in advance of an application. However, the Gloucester Police Department requested, and received, a waiver today from the U.S. Department of Justice that precludes the 30 day public hearing period.

If awarded, it is the GPD's recommendation that the grant proceeds (\$21,495) address the urgent issues recently brought forward by Municipal Resources Inc. regarding some improvements to the cell block/detention area.

I respectfully request that you forward this in the next Mayor's packet for consideration by the Gloucester City Council

Lt Joe Aiello



Gloucester Police Department.

City of Gloucester
Grant Application and Check List

Granting Authority: State _____ Federal Other _____

Name of Grant Edward Byrne Memorial Justice Assistance

Department Applying for Grant: POLICE

Agency- Federal or State application is requested from: U.S. DEPT. OF JUSTICE

Object of the application: CELLBLOCK REPAIRS + IMPROVEMENTS

Any match requirements: NONE

Mayor's approval to proceed: [Signature] 5/13/09
Signature Date

City Council's referral to Budget & Finance Standing Committee: _____
Vote Date

Budget & Finance Standing Committee: _____
Positive or Negative Recommendation Date

City Council's Approval or Rejection: _____
Vote Date

City Clerk's Certification of Vote to City Auditor: _____
Certification Date

City Auditor:
Assignment of account title and value of grant _____
Title Amount

Grant Budget by line item account:

Auditor's distribution to managing department: _____
Department Date sent

Note: A copy of all grant paperwork must be submitted to the Auditor's Office

Memo

To: Jim Duggan, Chief Administrative Officer
From: Lt. Joe Aiello
CC:
Date: 5/12/2009
Re: Bullet Proof Vest Grant

RECEIVED

MAY 12 2009

Mayor's Office

The Gloucester Police Department requests permission to apply for a grant from the U.S. Department of Justice to replace bullet proof vests with updated versions for 43 police officers. Of the total cost of \$34,400, half will be paid by the federal government, and half by the state. There is no match required by the City.

The grant application period begins on May 13, 2009 and ends on June 24, 2009. Let me know if you have any questions.

City of Gloucester
Grant Application and Check List

Granting Authority: State _____ Federal Other _____

Name of Grant Bulletproof Vest Partnership

Department Applying for Grant: Police

Agency- Federal or State application is requested from: Department of Justice

Object of the application: Replace old vests with new improved versions

Any match requirements: NONE

Mayor's approval to proceed: [Signature] 5/13/09
Signature Date

City Council's referral to Budget & Finance Standing Committee: _____
Vote Date

Budget & Finance Standing Committee: _____
Positive or Negative Recommendation Date

City Council's Approval or Rejection: _____
Vote Date

City Clerk's Certification of Vote to City Auditor: _____
Certification Date

City Auditor:
Assignment of account title and value of grant
Title Amount

Grant Budget by line item account:

Auditor's distribution to managing department: _____
Department Date sent

Note: A copy of all grant paperwork must be submitted to the Auditor's Office

Phil Terpos

From: John Beaudette [jbeaudette@ci.gloucester.ma.us]
Sent: Friday, May 08, 2009 6:22 AM
To: Phil Terpos; KATHY AULD
Subject: Fw: Bulletproof Vest Partnership FY 2009 Update

----- Original Message -----

From: <owner-vests-list@sl.ojp.gov>
To: <vests-list@ojp.gov>
Sent: Thursday, May 07, 2009 3:35 PM
Subject: Bulletproof Vest Partnership FY 2009 Update

- >
> Dear BVP Participant:
>
> The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year (FY) 2009 BVP application funding period.
>
> Applications for FY 2009 BVP funds will be accepted beginning Wednesday, May 13, 2009. All applications must be submitted online at <http://www.ojp.usdoj.gov/bvpbasi/> by 5:00 pm (Eastern Time), Wednesday, June 24, 2009.
>
> Important Information Regarding FY 2009 BVP Funds Use:
>
> 1. FY 2009 BVP funds may only be used toward the purchase of vests ordered on or after April 1, 2009.
>
> 2. Each vest purchased with FY 2009 funds must meet National Institute of Justice (NIJ) standards on the date it was ordered.
>
> 3. Beginning with FY 2008 funds, the use period for BVP funds will be two years. To draw down FY 2009 BVP funds, vests must be received and the request for payment submitted to the BVP system by September 30, 2011.
>
> To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2009 BVP funds:
>
> 1. Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
>
> 2. Ensure that the application accurately reflects the current market cost for the vests identified on the application.
>
> 3. Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.
>
> Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum allowable based on the appropriation and distribution guidelines.
>
> Following up on issues raised in FY 2006, remember that the official BVP Help Desk staff will never advise you to apply for a specified number, or

type, of vest.

>
> For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email vests@usdoj.gov.

>
>
> Sincerely,

>
>
> The BVP Program Team
> Bureau of Justice Assistance

City of Gloucester Special Budgetary Transfer Request Fiscal Year 2009

*****INTER-DEPARTMENTAL REQUIRING CITY COUNCIL APPROVAL*****Requires 6 Votes

DEPARTMENT REQUESTING TRANSFER: _____ AUDITOR _____

TRANSFER # 09
22 DATE: 5/1/2009 BALANCE IN ACCOUNT \$27,650.63

(FROM) PERSONAL SERVICES ACCOUNT#: _____ Unifund Acct #
101000.10.900.51100.0000.00.000.00.051

(FROM) ORDINARY EXPENSE ACCOUNT#: _____ Unifund Acct #

Gen Fd-Sal/Wages Perm Positions
 Account Description

EXPLANATION OF SURPLUS: Council Reserve

(TO) PERSONAL SERVICES ACCOUNT#: _____ Unifund Acct #
101000.10.152.51970.0000.00.000.00.051

(TO) ORDINARY EXPENSE ACCOUNT#: _____ Unifund Acct #

Personnel, Retirement-Sick Buy Back
 Account Description

ANALYSIS OF NEED(S): To cover retirement, sick and vacation buybacks

TOTAL TRANSFER AMOUNT \$27,650.63 NEW BALANCE IN ACCOUNTS AFTER TRANSFER

FROM ACCOUNT: \$0.00

TO ACCOUNT: (\$10,000.00)

APPROVALS: Monica McLean AS
 DEPT. HEAD: _____

ADMINISTRATION: Andrew S. Fish

BUDGET & FINANCE: _____

CITY COUNCIL: _____

DATE: 5/1/09
 DATE: 5/13/09
 DATE: _____
 DATE: _____

Christine Pantano

From: Aleesha Nunley [anunley@ci.gloucester.ma.us]
Sent: Friday, May 01, 2009 12:46 PM
To: 'Christine Pantano'
Cc: 'Marcia McInnis'
Subject: Special Budgetary Transfer

Hello Chris,

Please prepare a special budgetary transfer form to transfer the remaining \$27,650.63 from account 101000.10.900.51100.0000.00.000.00.051 Gen Fd - Sal/Wages Perm Positions to account 101000.10.152.51970.0000.00.000.00.051 Personnel, Retirement-Sick Buy Back. Thanks.

Thanks and Best Regards,

Aleesha Nunley
General Ledger Accountant
Auditors Office
City Hall
9 Dale Avenue
Gloucester, MA 01930
tel. 978-281-9730
fax 978-281-8472

5/1/2009

CITY OF GLOUCESTER AUDITOR'S OFFICE

May 1, 2009

TO: CITY COUNCIL

FROM: CITY AUDITOR

RE: CODE OF ORDINANCE CHAPTER 2, ADMINISTRATION, ARTICLE III,
OFFICERS AND EMPLOYEES, DIVISION 6, CITY AUDITOR, S 2-104
p. 161, EFFECTIVE MARCH 1, 1986

cc: MAYOR CAROLYN KIRK

S 2-104 DUTY WHEN APPROPRIATIONS ARE EXHAUSTED
WHENEVER THE APPROPRIATIONS FOR ANY DEPARTMENT FOR ANY OBJECTS HAVE
BEEN EXHAUSTED, THE CITY AUDITOR SHALL COMMUNICATE THE FACT TO THE
MAYOR AND THE CITY COUNCIL, AND ALL EXPENDITURES THEREFORE SHALL CEASE
UNTIL A FURTHER APPLICATION IS DULY MADE.

AS OF THE WEEK ENDING MAY 1, 2009. THE FOLLOWING ACCOUNTS HAVE
EXPENDITURES THAT EXCEED THEIR APPROPRIATIONS: CITY DEPARTMENTS

<u>ACCOUNT #</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT OVER</u>
101000.10.138.51100.51	Purchasing, Sal/Wage Perm	(\$8,774.27)
101000.10.138.51400.51	Purchasing Sal/Wage Longevity	(\$901.10)
101000.10.152.51970.51	Retirement-Sick Buy Back	(\$37,649.44)
101000.10.423.51310.51	DPW Snow/Ice Overtime	(\$92,488.72)
101000.10.423.52970.52	DPW Snow/Ice Contract	(\$613,640.13)
101000.10.423.53900.52	DPW Snow/Ice Snow Removal Contracts	(\$22,460.36)
101000.10.423.54900.54	DPW Snow/Ice Removal Food & Food Serv.	(\$2,023.84)
101000.10.423.55410.54	DPW Snow/Ice Salt/Sand Road	(\$320,134.60)

AGING OF OVERDRAWN ACCOUNTS		CITY OF GLOUCESTER					
ACCOUNT	DESCRIPTION	30-Apr-09	27-Mar-09	13-Mar-09	27-Feb-09	13-Feb-09	
101000.10.121.51100.0000.00.000.00.051	Mayor Sal/Wage Perm Pos				\$ (196.11)	\$ (196.11)	
101000.10.138.51100.0000.00.000.00.051	Purchasing Sal/Wage Perm	\$ (8,774.27)	\$ (8,927.85)	\$ (8,927.85)	\$ (8,927.85)	\$ (8,927.85)	
101000.10.138.51400.0000.00.000.00.051	Purchasing Sal/Wage Longevity	\$ (901.10)	\$ (901.10)	\$ (901.10)	\$ (901.10)	\$ (901.10)	
101000.10.152.51970.0000.00.000.00.051	Retirement - Sick Buy Back	\$ (37,649.44)	\$ (27,649.44)	\$ (27,649.44)	\$ (16,868.19)	\$ (16,868.19)	
101000.10.211.51350.0000.00.000.00.051	Police Uniform Court Overtime		\$ (15,827.35)	\$ (10,704.40)	\$ (7,211.83)		
101000.10.241.51250.0000.00.000.00.051	Inspectional Serv Sal/Wage PT					\$ (14.57)	
101000.10.411.51400.0000.00.000.00.051	Engineering Sal/Wage Longevity					\$ (13.16)	
101000.10.423.51310.0000.00.000.00.051	DPW Snow/Ice Overtime	\$ (92,488.72)	\$ (92,488.72)	\$ (89,822.05)	\$ (66,303.54)	\$ (63,894.88)	
101000.10.423.52970.0000.00.000.00.052	DPW Snow/Ice Contract	\$ (613,640.13)	\$ (611,731.63)	\$ (599,232.63)	\$ (465,096.13)	\$ (442,937.13)	
101000.10.423.53900.0000.00.000.00.052	DPW Snow/Ice Removal Contracts	\$ (22,460.36)	\$ (22,460.36)	\$ (22,118.04)	\$ (4,690.04)	\$ (4,690.04)	
101000.10.423.54900.0000.00.000.00.054	DPW Snow/Ice Food & Food Serv.	\$ (2,023.84)	\$ (2,150.00)	\$ (2,150.00)	\$ (2,150.00)	\$ (2,150.00)	
101000.10.423.55410.0000.00.000.00.054	DPW Snow/Ice Salt/Sand Road	\$ (320,134.60)	\$ (335,448.82)	\$ (335,448.82)	\$ (288,609.29)	\$ (288,609.29)	
101000.10.543.57700.0000.00.000.00.057	Veteran's Serv Vels Direct Assess		\$ (21,582.82)	\$ (20,830.82)	\$ (13,341.48)	\$ (13,341.48)	
600000.10.440.51400.0000.00.000.00.051	Sew Enterprise Longevity					\$ (39.45)	
600000.10.440.51570.0000.00.000.00.051	Sewer Enterprise Workers' Comp					\$ (1,755.65)	
610000.10.450.51400.0000.00.000.00.051	Water Enterprise Sal/Wage Longevity					\$ (39.45)	
610000.10.450.51570.0000.00.000.00.051	Water Enterprise Workers' Comp					\$ (299.99)	