



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, September 17, 2009 – 7:00 p.m.
Council Conference Room – 9 Dale Avenue, City Hall

1. Memo from Police Chief re: Acceptance of E911 Grant
2. Memo from Library Director re: Acceptance of LSTA Serving Tweens and Teens Grant
3. Special Budgetary Transfer Request for the Committee for the Arts
4. Memo from Committee Arts Treasurer re: Request to pay invoices without a purchase order
5. Other Business



COMMITTEE
Councilor Jason Grow, Chair
Councilor Joe Ciolino, Vice Chair
Councilor Steve Curcuru
Committee members – Please bring relevant documentation

Cc: Mayor, Jim Duggan,
Marcia McInnis
Chief Lane
Dale Brown
Carol Gray

Memo

RECEIVED

AUG 25 2009

Mayor's Office

To: Mr. Jim Duggan
From: Chief Michael Lane
CC:
Date: 8/24/2009
Re: State E911 Grant

The Gloucester Police Department has been awarded \$58,730 from the State 911 Department to partially fund salaries in the E911 dispatch center for FY2010. Please ask the City Council to accept these funds and establish a special revenue account entitled FY10 E911 Grant.

Since dispatcher salaries have been fully funded in the FY2010 Budget, the Police Department will be transferring these funds to the two overtime accounts used to cover shifts left vacant by the current staffing shortage.

Let me know if you have any questions.





The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
1380 Bay Street, Building C ~ Taunton, MA 02780-1088
Tel: 508-828-2911 ~ TTY: 508-828-4572 ~ Fax: 508-828-2585
www.mass.gov/e911



DEVAL L. PATRICK
Governor

KEVIN M. BURKE
*Secretary of Public Safety
and Security*

TIMOTHY P. MURRAY
Lieutenant Governor

FRANK POZNIAK
Executive Director

August 7, 2009

Chief Michael W. Lane
Gloucester Police Department
197 Main Street
Gloucester, MA 01930

Dear Chief Lane:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the FY 2010 State 911 Department Support and Incentive Grant Program. For your files, please find attached a copy of the contract signed by both parties. Please note your contract start date is August 7, 2009 and will run through June 30, 2010.

We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Michelle Hallahan at 508-821-7216.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@state.ma.us.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY 2010 Support and Incentive Grant File

**FISCAL YEAR 2010 STATE 911 DEPARTMENT PUBLIC SAFETY ANSWERING POINT
AND REGIONAL EMERGENCY COMMUNICATION CENTER
SUPPORT AND INCENTIVE GRANTS**



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> City of Gloucester - Police Department → <u>Legal Address</u> 9 Dale Avenue, Gloucester, MA 01930 → <u>Payment Remittance Address Same</u> → <u>Contract Manager</u> Michael W. Lane, Chief of Police → <u>E-Mail Address:</u> mlane@gloucester-ma.gov → Phone: 978-281-9775 → Fax: 978-282-3026 → TTY: → <u>State of Incorporation</u> (if a corporation) or "N/A": MA → <u>Vendor Code:</u> NA <u>VC6000192096</u> <u>MMARS Object Code:</u> P01	<u>Department MMARS Alpha Code and Name:</u> State 911 Department - EPS <u>Business Mailing Address:</u> 1380 Bay Street Bldg. C Taunton, MA 02780 <u>Billing Address</u> (if different): <u>Contract Manager:</u> Michelle Hallahan <u>E-Mail Address:</u> michelle.hallahan@state.ma.us Phone: (508) 828-2911 Fax: (508) 828-2585 TTY: (508) 828-4572 <u>MMARS Doc ID(s):</u> CT EPS SUPG <u>RF/Procurement or Other ID Number</u> (if applicable): N/A <u>Account(s) Funding Contract:</u> 8000-0911
<p><input checked="" type="checkbox"/> NEW CONTRACT</p> <p><u>COMPENSATION</u> (Check only one): <input checked="" type="checkbox"/> Total <u>Maximum Obligation</u> of this Contract \$ <u>58,730</u> <input type="checkbox"/> <u>Rate Contract</u> (Attach details of rate(s) units and any calculations):</p> <p>The following <u>COMMONWEALTH TERMS AND CONDITIONS</u> for this Contract has been executed and filed with CTR (Check only one): <input checked="" type="checkbox"/> Commonwealth Terms And Conditions <input type="checkbox"/> Commonwealth Terms And Conditions For Human And Social Services</p> <p><u>PROCUREMENT OR EXCEPTION TYPE</u> (Check one option only): <input type="checkbox"/> Single Department Procurement/Single Department User Contract <input type="checkbox"/> Single Department Procurement/Multiple Department User Contract <input type="checkbox"/> Multiple Department Procurement/Limited Department User Contract <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input checked="" type="checkbox"/> Grant (as defined by <u>815 CMR 2.00</u>) <input type="checkbox"/> Emergency Contract (attach justification) <input type="checkbox"/> Contract Employee (Complete <u>Employment Status Form</u>) <input type="checkbox"/> Collective Purchase (attach OSD approval) <input type="checkbox"/> Legislative/Legal Exemption (attach authorizing language) <input type="checkbox"/> Other (Specify and attach documentation):</p> <p><u>ANTICIPATED START DATE:</u> <u>8/7/09</u> (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.) <u>CONTRACT END DATE:</u> <u>06/30/2010</u></p>	<p><input type="checkbox"/> CONTRACT AMENDMENT/RENEWAL</p> <p>ENTER <u>CURRENT CONTRACT START</u> and <u>END DATES</u> (prior to amendment) Current Start Date: _____, Current End Date: _____</p> <p><u>COMPENSATION:</u> (Check Either, "No Compensation Change", "Maximum Obligation" or "Rate change". ATTACH Amended Scope and Budget to support Amendment.) <input type="checkbox"/> NO Compensation Change (Skip to "OTHER" section below and select change) <input type="checkbox"/> Redistribute Budget Line Items (No Maximum Obligation Change) <input type="checkbox"/> Maximum Obligation Change. a) <u>Current Total Contract Maximum Obligation:</u> \$ _____ (Total Contract Maximum Obligation, including all prior amendments). b) <u>Amendment Amount ("+" or "-"):</u> \$ _____ c) <u>NEW TOTAL CONTRACT MAXIMUM OBLIGATION:</u> \$ _____ <input type="checkbox"/> Rate Changes to Rate Contract</p> <p><u>OTHER:</u> (Check option, explain under "Brief Description" below, and attach documentation.) <input type="checkbox"/> Amend <u>Duration Only</u> (No Compensation or Performance Change) <input type="checkbox"/> Amend <u>Scope of Services/Performance Only</u> (no budget impact.) <input type="checkbox"/> <u>Interim Contract</u> (Temporary Extension to complete new Procurement) <input type="checkbox"/> <u>Other:</u> (Describe Details and Attach documentation):</p> <p><u>ANTICIPATED START DATE:</u> _____ (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.) <u>NEW CONTRACT END DATE:</u> _____</p>
→ <u>PROMPT PAYMENT DISCOUNTS.</u> Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See <u>Prompt Payment Discount Policy</u> . <input type="checkbox"/> % Within 10 Days <input type="checkbox"/> % Within 15 Days <input type="checkbox"/> % Within 20 Days <input type="checkbox"/> % Within 30 Days OR, Check off the following if: <input checked="" type="checkbox"/> 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)	
<p><u>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT</u> (Reference to attachments is insufficient): For disbursement of funds under the State 911 Department PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.</p>	

FISCAL YEAR 2010 STATE 911 DEPARTMENT PUBLIC SAFETY ANSWERING POINT
AND REGIONAL EMERGENCY COMMUNICATION CENTER
SUPPORT AND INCENTIVE GRANTS

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/osc 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):**

1. the Contractor has **NOT** incurred any obligations triggering a payment obligation for dates prior to the **Effective Date** of this Contract or Amendment; OR
2. 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: Michael Lane Date: 8/3/09
(Signature and Date Must Be Handwritten At Time of Signature)

→ Print Name: Michael Lane
→ Print Title: Chief of Police

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

X: Frank Pozniak Date: 8/7/09
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Frank Pozniak
Print Title: Executive Director

Memo

RECEIVED

AUG 31 2009

Mayor's Office

To: Mayor Carolyn Kirk
CC: Jim Duggan
Chris Pantano
From: Carol Gray
Date: August 31, 2009
Re: Mayor's Report for acceptance of Serving Tweens and Teens Grant \$20,000

We have been notified by the Massachusetts Board of Library Commissioners that the Sawyer Free Library has been awarded the LSTA Serving Tweens and Teens Grant in the amount of \$20,000. The project is scheduled to begin October 1, 2009. The grant is payable over a two year period and there are no matching funds. In June Budget and Finance approved the application.

Please place us on the Mayor's report for the September 8 City Council Meeting for final authorization of the acceptance of this grant by the Library. We have the final contracts read for signatures and await final approval.

Thank you,



Carol Gray
Library Director

RECEIVED

AUG 31 2009

City of Gloucester Special Budgetary Transfer Request Fiscal Year 2010

Mayor's Office

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

DEPARTMENT REQUESTING TRANSFER: COMMITTEE FOR THE ARTS
TRANSFER # 10- 3 DATE: 8/31/2009 BALANCE IN ACCOUNT \$1,420.91

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

(FROM) ORDINARY EXPENSE ACCOUNT#: _____ Unifund Acct # 295031.10.181.57000.0000.00.000.00.057

Committee for the Arts
Account Description

EXPLANATION OF SURPLUS: Funds available for transfer

(TO) PERSONAL SERVICES ACCOUNT#: _____ Unifund Acct # 293004.10.422.51300.0000.00.000.00.051

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

DPW, City Hall Serv.
Account Description

ANALYSIS OF NEED(S): Custodial overtime for Trails & Sails September 26 and 27

TOTAL TRANSFER AMOUNT \$320.00

NEW BALANCE IN ACCOUNTS AFTER TRANSFER

FROM ACCOUNT: \$1,100.91

TO ACCOUNT: \$1,820.00

APPROVALS: Dale J. Brown
DEPT. HEAD: _____

DATE: 8/31/09

ADMINISTRATION: A.H. Pike

DATE: _____

BUDGET & FINANCE: _____

DATE: _____

CITY COUNCIL: _____

DATE: _____

Gloucester Committee for the Arts

RECEIVED

AUG 31 2009

Mayor's Office

Date: August 31, 2009
To: Mayor Carolyn Kirk
From: Dale T. Brown, Treasurer *DTB*
Gloucester Committee for the Arts
Subject: Request for authorization for payment

As you know, the Committee for the Arts recently arranged for work to be done to elevate the mural in the Mayor's Office to protect the artwork from possible damage from chairs. The Committee planned this work as a project funded through a matching grant received from the seARTS, funded through the John and Abigail Adams grant program of the Massachusetts Cultural Council. At our August, 2009 meeting, the Committee authorized proceeding with the project, having identified both a conservator and a carpenter to assist in ensuring that the mural was handled and remounted safely. The cost estimates for their efforts were well within the \$1000 project budget, which funds were on hand in the Committee's City account. (#295031.10.181)

The work proceeded before purchase orders were put in place for the work. We are now requesting that the individuals who assisted us in this work be paid. Their individual invoices for this work are attached to this memo:

Peter Tysver	\$225
Don Parsons	\$270

We understand that City Council authorization will be required to process this request for payment. I am available to answer any questions you or the City Council may have on this matter and may be reached at 978 281-4104.

Thank you for your assistance.

PETER TYSVER

Fine Art Restoration Marine Painting Consultation

3 Cape Terrace Gloucester MA 01930-4200

978.283.7545 cell 857.334.4501

I N V O I C E

FOR *City of Gloucester*

DATE *8.28.09*

payable upon receipt

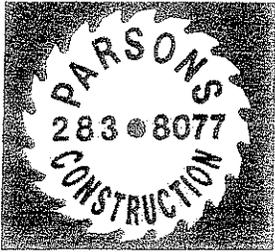
*Assist in moving C.A. Winter mural in
mayor's office higher on wall fill
and repaint nail holes and scratches.*

\$375

*Courtesy discount
- \$150*

BALANCE DUE *\$225*

8/18/09



Parsons Construction
317 Concord St
Gloucester
MA 01930
Tel: 978 283 8077

Mayor's office City Hall Gloucester

8/12 3 hrs. Remove Mural Frame + Mouldings
raise 12'x10' Mural re fasten

8/18 3 hrs. Secure Mural re frame
with new Mouldings

Total Labor 6 hrs. x ~~\$~~40.00 = \$240.00
Materials

Total Due ~~\$~~30.00
270.00

Dan Parsons