



GLOUCESTER CITY COUNCIL

CITY COUNCIL STANDING COMMITTEE

Ordinances & Administration

Monday, February 4, 2013 – 6:00 p.m.

1st Fl. Council Conference Rm. – City Hall

AGENDA

(Items May be taken out of order at the discretion of the Committee)

1. Continued Business:

- A) Communication from Council President to City Clerk and memorandum from City Clerk re: City Clerk's Office Reorganization Request (Cont'd from 01/14/13)
- B) CC2012-068 (LeBlanc) Amend GCO Sec. 22-287 "Disabled veteran, handicapped parking" & Sec. 22-274 "Two-hour Parking" re: Washington Street #133 (TBC 03/04/13)
- C) CC2013-003 (Verga) Amend GCO Chapter 22, Sec. 22-270 and Sec. 22-291 re: Magnolia Avenue (TBC 03/04/13)

2. New Appointment:

John Feener to Community Preservation Committee as Conservation Commission Representative (TTE 02/14/15)

3. Management Reappointments:

Purchasing Agent	Donna Compton	(TTE 02/14/14)
Chief Administrative Officer	James Duggan	(TTE 02/14/14)
General Counsel	Suzanne Egan	(TTE 02/14/14)
City Engineer	Paul Keane	(TTE 02/14/14)
Personnel Director	Sally Polzin	(TTE 02/14/14)
Building Inspector	William Sanborn	(TTE 02/14/14)
Chief Financial Officer	Jeffrey Towne	(TTE 02/14/14)
Principal Assessor	Nancy Papows	(TTE 02/14/16)

4. Discussion by Committee with Animal Control Officer re: Dog fee, penalties and enforcement

5. Communication from Public Health Director re: Mutual Aid Agreement among Local Public Health Agencies for the City of Gloucester

6. CC2013-004 (LeBlanc) Amend GCO Chapter 22, Sec. 22-270 "Parking prohibited at all times" and Sec. 22-291 "Tow Away Zone re: Centennial Avenue (TBC 03/04/13)

7. CC2013-005 (Leblanc) Amend GCO Chapter 22, Sec. 22-287 "Disabled veteran, handicapped parking" re: Middle Street #13 (TBC 03/04/13)

COMMITTEE

Councilor Sefatia Theken, Chair

Councilor Robert Whynott, Vice Chair

Councilor Steve LeBlanc, Jr.

Back-up and Supporting Documentation all on file at the City Clerk's Office, City Hall

CC: Mayor Carolyn Kirk

Linda T. Lowe

Jim Duggan, Suzanne Egan, Donna Compton, Paul Keane, Sally Polzin,

William Sanborn, Jeffrey Towne, Nancy Papows

James Feener

Noreen Burke

Robert Ryan

The listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Reorganization Plan -City Clerks Office- Council Agenda item for referral to O&A

Jackie Hardy [jackieahardy@verizon.net]

Sent: Thursday, November 01, 2012 9:59 AM

To: Linda Lowe

Cc: Joanne Senos; Sefatia Theken; Jackie Hardy

Linda,

Please be advised that I am placing the following item on the November 13th City Council Agenda for referral to O&A for review:

Reorganization Plan of the City Clerks Office

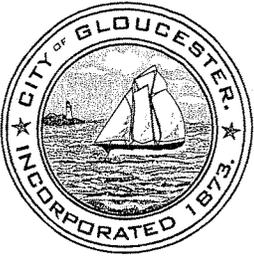
I am requesting that O&A initially review your "preliminary plan" that you have previously discussed with the Union Representatives. Then, at a later date after the election, O&A will also review your proposed final plan.

The Ordinance and Administration Standing Committee is charged with reviewing your proposal and it must be discussed with Council before proceeding any further with Union Representatives.

Respectfully,
Jackie Hardy
Council President

Joanne, Please place this matter on the Nov. 13th agenda for referral to O&A: **Reorganization Plan of the City Clerks Office**

Important Notice: *As in accordance with the Massachusetts Public Records Retention Law, all emails go through the city computer server and are Archived by the City, thus your emails to and or from me are not to be considered confidential.*



OFFICE OF THE CITY CLERK

9 Dale Avenue • Gloucester, Massachusetts 01930

Office (978) 281-9720

Fax (978) 282-3051

November 12, 2012

To: City Council
O&A Committee

From: Linda T. Lowe
City Clerk

LT

Re: Preliminary Proposed Reorganization for the Office of the City Clerk
Pursuant to City Charter sec. 7-1

CITY CLERK
GLOUCESTER, MA
12 NOV - 8 PM 6:25

Councillors ,as was discussed during the time of the adoption of the FY13 budget I am preparing a proposed reorganization of the Office of the City Clerk pursuant to City Charter sec.7-1. The primary purpose of the reorganization is to recognize that the duties of this office have evolved and increased and become more complicated with changes in applicable state laws and regulations and with improvements in technology. Likewise the business world today and the world of state and local government recognizes that employees must be cross-trained in the several duties of their office so that they can assist one another in providing the best possible service and assure compliance with all applicable laws and regulations.

The reorganization will include a revision of all job descriptions for the entire staff including :City Clerk, Assistant City Clerk , Assistant Registrar, Principal Clerk, and Clerk of Committees. The revisions are intended to modernize the descriptions, to reflect the necessity of cross training and to recognize how critical much of the work performed is to the proper functioning of the city and to the execution of city council functions. In order to accurately reflect the duties actually performed and the level of work carried out by these positions each member of my staff has, for their position,completed time studies over selected days to demonstrate the quality and quantity of the work performed. This data will be used to craft the revised job descriptions.

I have also researched other municipalities to compare this office with other City Clerk offices. I have tried to concentrate this research on "cities" since town clerks,while sharing many of the duties of city clerks,also differ significantly from those of city clerks and therefore are not the best point of comparison. Town Clerks generally do not assist the Board of Selectmen since a BOS is not a legislative body as is the City Council. Rather Town Clerks assist with the Town meeting function which occurs a few times a year as compared with City Council meetings which occur (including subcommittees) as frequently as eight times a month.

I have in addition collected information from the municipal websites of a number of cities, including but not limited to, Beverly, Everett, Fitchburg, Lowell, Marlborough, Medford, Newton, Somerville, and Woburn. This data demonstrates that City Clerk offices also vary greatly when comparing the variety of duties assigned to those offices. For example I have found that some City Clerk offices do not have election duties while this office has a staff person dedicated to these duties with a backup of the entire office. Some cities also break out some city council functions as separate from the office of the City Clerk.

The final area of analysis is to create a flow chart which demonstrates the relationship of this office to the City Council including the Council subcommittees as provided in the City Charter sec. 2-7, 2-8, and 2-9(a) and also the authority of each position in relation to the Council and to each other position. It is not the intent of the preliminary proposed organization chart to significantly alter these relationships but rather it is to clarify and specify the nature of the staff positions to one another and to other bodies such as the Board of Registrars and the Licensing Commission. In line with this analysis I have had a preliminary meeting with the two city unions which cover employees in this office, GMMA (Asst. City Clerk) and AFSCME B (Asst. Registrar, Principal Clerk) and they were supportive of the emphasis on cross training and agreed that job descriptions need to be modernized and updated. Once I have had preliminary discussions with the Council and/or subcommittees I will then return to the unions. Prior to meeting with the Council and/or O&A I will provide the preliminary proposed revised job descriptions and a proposed preliminary organizational chart.

I look forward to working together with you on this reorganization.

November 9, 2012



**CITY OF GLOUCESTER 2012
CITY COUNCIL ORDER**

ORDER: CC#2012-068
COUNCILLOR: Steve LeBlanc

DATE RECEIVED BY COUNCIL: 12/11/12
REFERRED TO: O&A & TC
FOR COUNCIL VOTE:

ORDERED that the GCO Sec. 22-287 "Disabled veteran, handicapped parking" be amended by **DELETING** 133 Washington Street (in front of the Azorean Restaurant) one space on the easterly side, beginning at a point 65 feet in a southerly direction from pole #27-1, for a distance of 20 feet (one space), and by **ADDING** a space on Washington Street, easterly side, from a point 173 feet from Railroad Avenue for a distance of 22' in a northerly direction; and further

ORDERED that the GCO Sec. 22-274 "Two-hour parking" be amended by **DELETING** Azorean lot, after the current entrance, and beginning ten feet from pole #27-1, in a southerly direction, on the easterly side, for a distance of 65 feet (approximately three spaces), and by **ADDING** Washington Street from its intersection with Railroad Avenue, easterly side, in a northerly direction for a distance of 173 feet and from a point 195 feet, easterly side, in a northerly direction, a distance of 105 feet to the MBTA train tracks; and further

ORDERED that this matter be referred to the Ordinances and Administration Committee and the Traffic Commission for review and recommendation.

Steve LeBlanc
Ward 3 Councillor



**CITY OF GLOUCESTER 2013
CITY COUNCIL ORDER**

ORDER: CC#2013-003
COUNCILLOR: Greg Verga

DATE RECEIVED BY COUNCIL: 01/08/13
REFERRED TO: O&A & TC
FOR COUNCIL VOTE:

ORDERED that the City Council amend Chapter 22 "Traffic and Motor Vehicles*" by ADDING language to Sections 22-270 "Parking Prohibited at all times – Magnolia Avenue" and 22-291 "Tow-away zones – Magnolia Avenue" specifying the type and location of signage based on the recommendation of the Traffic Commission; and further

ORDERED that this matter be referred to the Ordinances and Administration Committee and to the Traffic Commission for recommendations to be made to the Ordinances and Administration Committee by the Traffic Commission concerning whether traffic signage at the area beginning at the intersection of Essex Avenue and Magnolia Avenue and continuing to the train bridge over Magnolia Avenue is clear and sufficient and recommending any additional or different signage.

Greg Verga
Ward 5 Councillor

City Hall
Nine Dale Avenue
Gloucester, MA 01930



TEL 978-281-9700
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ckirk@gloucester-ma.gov

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

January 8, 2013

Mr. John Feener
45B Warner Street
Gloucester, MA 01930

Dear John:

I am pleased to appoint you to fill the unexpired term of Robert Gulla (term to expire 2/14/2015) as the **Conservation Commission's representative on the Community Preservation Committee**. Your appointment will be sent to the City Council for their meeting of January 22, 2013. Confirmation of your appointment will be referred out to the next Ordinance and Administration subcommittee, and you will be notified by the Clerk of Committees as to the date on which the O&A Committee will review your appointment.

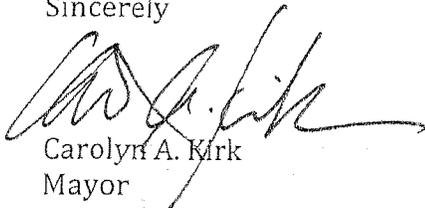
In order for you to attend and vote at meetings until your appointment confirmation is finalized, I have issued you a 90 day temporary appointment. Please report to the City Clerk's office to pick up your appointment card (*copy enclosed*) and be sworn in at your earliest convenience.

On behalf of the City of Gloucester, I greatly appreciate your dedication to public service and look forward to continuing to work with you in the coming years to help make Gloucester a better place for all of us to live.

If you have any questions or if you require additional information, please feel free to contact my office.

Thank you again.

Sincerely



Carolyn A. Kirk
Mayor

Cc: Mayor's Report to the City Council
Gregg Cademartori, Acting Community Development Director
J.J. Bell, Co-Chair-Community Preservation Committee

Enclosure
CAK/c

EFFECTIVE JANUARY 8, 2013

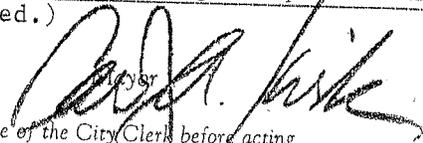
The City of Gloucester, Massachusetts

Dear John Feener, 45B Warner Street, Gloucester, MA 01930

It is my pleasure to inform you that I have this day appointed you
as the Conservation Commission's representative of the City of
on the Community Preservation Committee
Gloucester, Massachusetts.

This is a 90 day temporary appointment. After City Council
approval, term to expire 2/14/2015. (Filling unexpired term
of Robert Gulla who has resigned.)

Respectfully,



Mayor

N.B. You are required to be sworn in at the office of the City Clerk before acting
under this appointment.

Sworn in _____ By: _____

Christine Pantano

From: Robert Gulla <rsgulla@comcast.net>
Sent: Thursday, January 03, 2013 10:23 PM
To: Debbie Laurie; Christine Pantano
Cc: Charlie Crowley; Bill Dugan; J. J. Bell; Karen Gallagher; Sandy Ronan; Scott Smith; Stacy Randell; Tom Okeefe; thetreedoc Feener
Subject: Resigning

Dear fellow Committee members,

I am writing to inform you I will be resigning my commission as conservation representative to the Community Preservation Committee. Unfortunately my schedule conflicts will be getting worse over the next few months and feel I will not, and have not, been giving the amount of time a position like this deserves. I have learned a great deal from all of you and very much enjoyed working with you. You do important work for the City of Gloucester and your commitment and passion is undeniable.

I have recommended that John Feener, who has rejoined the Conservation Commission, return to represent the commission with the energy and enthusiasm he brings to our board and now to yours.

I have Cc'd John on this email as well as the Mayors office so a temporary appointment can be made allowing John to attend the next meeting January 17th, 2013.

All the best,
Rob

Robert Gulla
Architecture
Registered Architect
ph./ fax 978-282-1933
rgulla@robertgulla.com

**Chapter 2
City of Gloucester
Community Preservation Act**

Section 2-514	Establishment
Section 2-515	Membership, Terms and Compensation
Section 2-516	Terms of Office
Section 2-517	Authority, Duties and Responsibility
Section 2-518	Quorum and Voting
Section 2-519	Severability

Section 2-514. Establishment

There shall be a Community Preservation Committee ("Committee"), in accordance with Chapter 267 of the Acts of 2000, Massachusetts Community Preservation Act, MGL chapter 44B, §1, et seq., which shall consist of nine (9) members as follows:

Section 2-515. Membership, Terms and Compensation

The community preservation committee shall consist of nine (9) members, all of whom shall be residents of the city. Committee members shall be appointed by the Mayor and confirmed by the city council for a period of three years expiring on February 15. Committee shall be composed of the following:

- 1) Four members shall be members of the boards and commission as required by the Community Preservation Act, GL c. 44B section 5 and appointed by the Mayor subject to confirmation of the City Council. If a statutory board or commission no longer functions or exists within the city then the Mayor shall appoint a member from the general public who has expertise or performs like duties as the board or commission. Each board or commission shall submit the name of one of its members to sit on the committee within 45 days of a vacancy of the statutory membership. The statute directs that a member from each of the following shall be designated as a member of the committee:
 - a) one member of the Conservation Commission as designated by the Commission.
 - b) one member of the Historical Commission as designated by the Commission.
 - c) one member of the Planning Board as designated by the Board.
 - d) one member of the Parks and Recreation Department.
 - e) one member of the Housing Authority as designated by the Authority.
- 2) There shall be four members of the general public not currently holding elected or appointed office, as appointed by the Mayor.

- a) The At-Large members may include a citizens who have expertise or demonstrated interest in open space, recreation, historic preservation, affordable housing and municipal finance and fiscal accounting practices.
- b) To the extent possible the members of the committee will be selected so that the five wards are fairly represented.

The commission and boards which may designate a member for appointment shall do so within 45 days of the effective date of this ordinance and shall forward the names to the Mayor. Should a commission or board fail to designate a member for appointment within 45 days, the Mayor shall appoint the member from the general public.

Should a member from a designated commission or board be no longer able to serve on the Preservation Committee, the Mayor shall appoint a successor member.

- 3) All committee members shall serve on the committee without compensation.

Section 2-516. Terms of Office

- 1) The term of office for each member of the Committee shall be three years. No member shall serve more than two terms.
- 2) In order to stagger the terms of the members, the terms of the initial appointments shall be as follows:
 - a. the Historic Commission member, the Conservation Commission member, two At-Large member appointed by the Mayor shall serve for three (3) years;
 - b. the Housing Authority member, the Planning Board member and one At-Large member appointed by the Mayor shall serve for two (2) years;
 - c. the Parks and Recreation Member and one At-Large member appointed by the Mayor shall serve for one (1) year.
 - d. For purposes of this clause, the initial one (1) and two (2) year appointments shall be deemed not to constitute full terms.

Officers:

- 1) The committee shall annually elect one of its members to serve as chairperson and may elect such other officers, adopt procedural rules and regulations and establish any subcommittees as it deems appropriate.
- 2) A Committee member may serve as chairperson for 2 consecutive years, after which he/she shall not be eligible to be nominated for the same position. However, a two-thirds (2/3) vote of the Committee can waive this provision.

Vacancies:

Any vacancy shall be filled by the respective Board, Commission, Authority or Mayor for the remainder of the unexpired time.

- 1) In the event that a Committee member is unable for any reason to complete serving a term, whether by failure of reappointment to his or her underlying board, commission or authority, or otherwise, the board, commission or authority responsible for designating said committee member shall forthwith designate another of its members to complete the remainder of the term.

Section 2-517. Authority, Duties and Responsibility

- 1) The Community Preservation Committee shall study the needs, possibilities and resources of the city regarding community preservation. The committee shall consult with the Mayor, the City Council, the Community Development Director, the Housing Authority Director, the Conservation Commission, the Historical Commission, the Zoning Board, the Parks and Recreation Director, the Chair of the Gloucester Housing Trust, Grants Director, Public Works Director and any persons acting in those capacities or performing like duties when conducting such studies.
- 2) As part of its study, the Committee shall hold one or more public information hearings annually on the needs, possibilities and resources of the City regarding the community preservation possibilities and resources, notice of which shall be posted publicly and published for each of the two weeks preceding a hearing in a newspaper of general circulation in the City and published electronically on the city's web site.
- 3) The Committee shall meet as necessary to carry out its duties, but in any fiscal year shall hold no fewer than three (3) meetings.
- 4) On or before November 1st of each year, the Committee shall make recommendations to the City Council for:
 - a. the acquisition, creation and preservation of open space;
 - b. the acquisition, preservation, rehabilitation and restoration of historic resources;
 - c. the acquisition, creation, preservation and support of community housing;
 - d. the acquisition, creation and preservation of land for recreational use; and
 - e. the rehabilitation or restoration of open space, land for recreational use and community housing that is acquired or created as provided in this section.
- 5) With respect to community housing, the Committee shall recommend, wherever possible, the reuse of existing buildings or construction of new buildings on previously developed sites.

- 6) The Committee may include in its proposal to the City Council, a recommendation to set aside for later spending funds for specific purposes that are consistent with community preservation but for which sufficient revenues are not then available in the Community Preservation Fund or to set aside for later spending funds for general purposes that are consistent with community preservation.
- 7) The Committee may recommend the issuance of general obligation bonds or notes, in accordance with the provisions of M.G.L., Chapter 44B, § 11, in anticipation of revenues to be raised pursuant to M.G.L., Chapter 44B, § 3, the proceeds of which shall be deposited in the Community Preservation Fund.
- 8) In every fiscal year, the Committee shall recommend that the City Council either spend, or set aside for later spending, not less than 10% of the annual revenues in the Community Preservation Fund for each of the following:
 - a. open space (not including land for recreational use);
 - b. historic resources
 - c. community housing
- 9) All recommendations and proposals submitted by the Committee to the City Council shall include the anticipated costs thereof.
- 10) The Committee shall submit to the Mayor, by March 1st of each year, an annual administrative and operating budget for the Committee for the next fiscal year, which shall not exceed five (5%) percent of that year's estimated annual Community Preservation Fund revenues. The Community Preservation Fund budget shall be submitted by the Mayor to the City Council with the entirety of the city budget pursuant to the city charter.
- 11) No appropriation shall be made from the Community Preservation Fund without the approval of the City Council.

Section 2-518. Quorum and Voting

- 1) Five (5) members shall constitute a quorum for the purpose of convening a meeting and of conducting the business of the Committee.
- 2) The Committee shall approve its actions by a majority vote of the quorum.

Section 2-519. Severability

In the event any part of this Ordinance is for any reason declared invalid or unconstitutional by any court, the remainder of this Article shall continue in full force and effect.

City Hall
Nine Dale Ave
Gloucester, MA 01930



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CITY OF GLOUCESTER
OFFICE OF THE MAYOR

To: City Council President Hardy and Members of the Gloucester City Council

From: Carolyn A. Kirk, Mayor

Date: January 15, 2013

Re: **Management Reappointments**

I am pleased to submit the following management reappointments to be effective February 14, 2013.

James A. Duggan, Chief Administrative Officer: As the Chief Administrative Officer for the City of Gloucester, Jim is a strong leader and manager representing the Mayor's office. On a daily basis, Jim uses his strong people skills, diligence and high ethical standards to render decisions that are in the best interest for the City of Gloucester. Such qualities have afforded Jim the respect amongst peers, employees, residents and business owners through honest, respectful and non-judgmental manner in which he handles situations.

Jim is approachable and an effective listener; willing and able to invite and hear divergent views and opinions. He strongly supports that the best decisions are often reached through a process of consensus in a team environment; however he doesn't avoid making a difficult recommendation to me when necessary. These attributes have contributed to Jim's success in working with the CFO in developing the annual budgets, leading the team negotiating the Power Purchase Agreement for the wind turbines, fielding citizen's concerns, rebuilding distressed public/private partnerships and successfully negotiating multiple collective bargaining contracts.

The successful relationship between the Mayor's Office and the Gloucester City Council has been paramount to the success of the community. Jim takes very seriously the imperative nature to educate and communicate with all members of the City Council so well informed decisions are made for the benefit of the community. It is with gratitude that Jim chooses to devote his many professional talents to the City of Gloucester and I put him forward for a one-year term to expire on February 14, 2014, as the Chief Administrative Officer.

Jeffrey C. Towne, Chief Financial Officer: Under the direction of the CFO, the city successfully received an upgrade from outside rating agencies for the second straight year and is optimistically awaiting a third in the weeks ahead. Additionally, Jeff's guidance has produced free cash for the third straight year.

Jeff's involvement in the projects the Administration has taken on is far reaching. Jeff is a key member of the Building Committee for West Parish School and provides direction on financing the Newell Stadium project. Just to highlight a few of Jeff's accomplishments over the course of the year include:

- being a key participant bringing the wind turbine project to fruition;
- overseeing the installation and financial policies of the Kiosk Project;
- eliminating all deficits in all funds;
- successfully borrowed funds at reduced rates through MWPAT;
- successfully borrowed short and long-term debt in the open market;
- nearly completing Sewer Betterment Project;
- presenting first integrated capital plan with debt projections and funding sources;
- assisting annually with outside Audit;
- successfully collecting over \$1.3M in tax title collections and the sale of foreclosed property within FY12; and
- assisting on the preparation and implementation of FY13 Tax Rate.

It is with great admiration that I put forward Jeff Towne for a one-year appointment term to expire on February 14, 2014, as Chief Finance Officer Treasurer/Collector.

Sally Polzin, Personnel Director: On very short notice following Sally's arrival, she chaired the Search Committee for the police chief, including the assessment center and has since assisted in hiring several firefighters/paramedics, administrative staff, a Veteran's Services Director and most recently a search for a Community Development Director. Also, several lingering union grievances have been settled, avoiding JLMC involvement. Sally has assisted the City Clerk in bringing the city into compliance with a state ethics mandate. An exciting goal of Sally's for the Personnel Department is to bring the city's policies current in all areas, for both new employees and yearly sign-off by current employees. It is a great pleasure to put Sally Polzin forward as the Personnel Director for a term to expire February 14, 2014.

Suzanne Egan, General Counsel: As the General Counsel of the City of Gloucester, Suzanne has many litigation successes from this past year, including Essex v. City of Gloucester case before the Massachusetts Court of Appeals, and prevailed in convincing the Supreme Judicial Court that further appellate review was not appropriate.

Suzanne is skilled at managing and coordinating outside counsel that represent the City of Gloucester on many levels. Most recently the successful appeal before the Massachusetts Court of Appeals in the Breshanhan v. City of Gloucester case regarding the blended betterment for the West Gloucester sewer project; and the matters before the Department of Labor Relations and Civil Service Commission.

Suzanne was another important member of the Team that negotiated the Power Purchase Agreement for the wind turbines. Successful negotiations Suzanne facilitated include convincing the US EPA to withdraw its US Department of Justice levy of a \$450,000 penalty against the city for prior violations, which included the filing and acceptance by the US District Court the amended modified consent decree, saving the city a significant amount of money. Suzanne played a vital role in negotiating the contracts for the non-civil service chiefs.

Ongoing negotiations include the discussion with the US EPA regarding their tentative decision regarding secondary pretreatment.

Lastly, Suzanne works closely with the Community Preservation Committee in addition to handling various litigation of appeals of special permits, contract disputes and ordinance violations in district, land and superior court.

It is with great respect that I put Suzanne forward for a one-year term to expire February 14, 2014 as General Counsel.

Nancy Papows, Principal Assessor: It's been 15 years since Nancy was hired as an entry level Assessor. Over the years, Administrations have recognized Nancy's talents and have promoted her as positions became available.

The Gloucester Assessors Department is a model that the Department of Revenue (DOR) constantly points to as an example that other communities in the Commonwealth should imitate. Nancy is a key member of the Finance Team that has made the financial turnaround of the city come to fruition.

Although the impressive accomplishments from the Assessors' Department are not "flashy", their efficiency is paramount to the financial success of the city on many levels. The most critical function of the Assessors' Department each year is to obtain approval of real and personal property assessed values from the Department of Revenue. In Fiscal Year 2013 this was accomplished on October 18, 2012.

Timely approval of the tax rate is also crucial. In Fiscal Year 2013 the tax rate was approved by the Department of Revenue on November 16, 2012, the earliest since 1990.

It's with great admiration that I put Nancy forward for a three-year term to expire February 14, 2016 as Principal Assessor.

Donna Compton, Purchasing Agent: The Purchasing Department is regulated by state and municipal laws, and per the Inspector General, only certified Chief Procurement Officer's (CPO) may issue a Request for Proposals (RFP). Donna was appointed CPO in August 2009 by the Inspector General (the city's title for this certified position is Purchasing Agent). Donna has a thorough knowledge of all pertinent Massachusetts General Laws and consistently keeps up with any changes in them that may apply to purchasing.

Donna and her staff works well with all city and school departments, as well as many boards and commissions giving guidance, advice and working with them to prepare a bid document that will lead to a successful bid and then a contract. This past year, Donna issued 17 RFP's, 44 bids and issued 162 contracts successfully, in addition to approving 3,633 purchase orders.

Some of the more complex projects that Donna has RFP's and IFB's on over the past year was the Request for Services (RFS) for Owner Project Manager (OPM) services for West Parish School. Navigating MSBA's website and following their procedures was a challenge that was successfully completed and we have the OPM on board. Other successful RFP's were the Sale of the Magnolia School House as well as Maplewood School, the restoration of the Murals in City Hall and the new parking kiosks. Larger bids that kept purchasing extremely busy were Newell Stadium, City Hall Restoration Phase II, large paving bid, Water Treatment Plants Improvements, used ladder Fire Truck, new Emergency Medical Vehicle and a new School Bus Lease.

It is with great pleasure that I put forward Donna Compton for a one-year term set to expire on February 14, 2014 as the Purchasing Agent.

William Sanborn, Building Inspector: The position of Building Inspector is very difficult at time; however Bill does a good job of balancing the needs of the public, with the need of enforcing the building and zoning codes. He has a thorough knowledge of the building codes, zoning codes and other related codes. We value Bill's experience as a long-time department head and his working knowledge of the city.

Over the course of the year Bill has exceeded his revenue projections and continues to seek ways that his department can be innovative and deliver a quality service, while cost effective.

Bill is a key member of the Newell Stadium and City Hall Restoration Building Committee's and was instrumental in expediting the necessary permits for the wind turbines. Bill's accessibility is 24 hours a day, 7 days a week, no matter how small the issue is. It's with enthusiasm that I put forward William Sanborn for a one-year term to expire as the Building Inspector.

Paul Keane, City Engineer: Paul Keane started as City Engineer on September 13, 2010. General duties include oversight of the operations of the DPW Engineering Division and provision of technical assistance to other DPW Divisions, other City Departments and Agencies, citizens, contractors, and consultants seeking to do infrastructure related work in the City. Paul has oversight over the Governor's Hill Water Project which is the largest single water main project in recent history. He also has oversight over the Fort Square/Commercial Street Utility Upgrade Project.

Paul's support and continued oversight of these key infrastructure projects in Gloucester continue to be important to their successful completion. I am pleased to recommend Paul Keane as City Engineer for a one year term to expire on 2/14/14.

CITY OF GLOUCESTER

Job Description

Title: Purchasing Agent

Supervisor: Chief Financial Officer

Grade: M9

Civil Service: Exempt

Union: Exempt

Responsibilities: Responsible for developing and maintaining a centralized purchasing program for the City, including the development and implementation of purchasing procedures, standards, and policies within the scope of existing law and regulations.

Duties:

- Establishes and monitors purchasing procedures for City Departments.
- Oversees bidding process for City contracting of services.
- Negotiates contracts with vendors as a result of bidding process.
- Oversees quantity purchasing of City supplies and equipment.
- Supervises purchasing support staff.
- Fulfills City, state, and other reporting requirements as needed.
- Provides recommendations regarding purchasing and other related procedures to appropriate management staff.
- Serves as Mayor's representative to Design Selection Committee.
- Performs all other duties as requested by supervisor.

Qualifications:

- Bachelors Degree in business or related field plus 2 - 5 years experience in public purchasing environment (7-10 years experience may be substituted for degree requirement)
- Knowledge of general accounting/budgeting procedures
- Working knowledge of purchasing regulations and laws
- One year minimum supervisory experience
- Strong communication and organizational skills required
- Certification in the Mass. Certified Public Purchasing Officials Purchasing Officials Program preferred. Willingness to attain this certification required.
- Familiarity with City of Gloucester purchasing ordinances

CITY OF GLOUCESTER

Job Description

Title: Chief Administrative Officer

Supervisor: Mayor

Grade: M11

Civil Service: Provisional **Union:** N/A

Supervision Exercised: Provides direct supervision to 15 Department Heads and 1 clerical staff in the Mayor's Office. Provides indirect supervision to the operations of all City departments and personnel.

Responsibilities: Works closely with the Mayor in developing and supporting the City's management team, providing supervision to all City departments, developing City policies and programs, providing constituent services and bridging communications with the City Council, School Department and other agencies. The mayor may delegate any power or duty which he has under the charter other than the power to veto measures adopted by the City Council or the power to appoint or to remove City officers, members of multiple-member bodies and department heads.

Duties:

- Coordinates and supervises all City agencies.
- Submits reports at such times as may be required.
- Installs and maintains financial management and record keeping systems.
- Assists the Mayor in the preparation of an annual operating budget for all city agencies, and shall, in cooperation with the City Auditor, administer the operating budget throughout the year.
- Assists the Mayor and the heads of all city agencies in the development of a capital outlay program and the preparation of a capital improvement budget.
- Conducts a continuing study of the work of all City agencies and the preparation of management policies based on such studies.
- Prepares policy programs and ordinance recommendations affecting the management of the City.
- Handles any other powers, duties, and responsibilities as may be delegated by the Mayor.
- Responds to constituents and resolves individual problems.
- Working with Personnel Director, negotiates and administers all collective bargaining agreements.

Qualifications:

- Master's degree in Public Administration, Political Science, Business Administration or related field with five years relevant municipal management experience.

OR

- Bachelor's degree with ten years municipal senior management experience.
- Excellent leadership, communication, conflict-resolution and computer skills required.
- Demonstrated skills in budgeting and financial management.
- Ability to set priorities and work independently.
- Ability to develop and support a high performance, effective management team, including linking City and School Department staff.

Revised 2/10

CITY OF GLOUCESTER

Job Description

Title: General Counsel/City Solicitor

Department: Legal Office

Supervisor: Mayor

Supervision Exercised: Assistant General Counsel and Legal Secretary

Grade: M11

Civil Service: Exempt **Union:** Exempt

Responsibilities: Provides the City with all municipal legal services excepting certain School Department matters and municipal bond matters. Uses independent judgment in representing the City's interests and remains responsible for advising and guiding all departments within the municipality on matters of legal compliance.

Duties:

- ♦ Commences and prosecutes all actions by the City before any tribunal in the Commonwealth, whether in law or equity and whether State or Federal.
- ♦ Appears in, defends and advocates the rights and interests of the City wherein any estate, right, privilege, ordinance or act of the City government or any breach of any ordinance, may be brought into question.
- ♦ Appears before the legislature of the Commonwealth, or any committee thereof, whether either or both branches of the same, and there, in behalf of the City, to represent, answer for, defend and advocate the welfare and interests of the City wherever the same may be directly or incidentally affected, whether to prosecute or defend the same.
- ♦ Appears as counsel in the prosecution of violations of City ordinances and regulations in the District Court when requested by the City officials to do so.
- ♦ Drafts or reviews deeds, obligations, contracts, leases, agreements, conveyances and other legal instruments of whatever nature as requested by various officials.
- ♦ When requested, furnishes the City Council and any other officer of the City who may require it in the official discharge of his or her duties with a legal opinion on any subject relating to or affecting the duties of their respective offices. Attends meetings of City Boards and Commissions when requested.
- ♦ Manages all municipal legal affairs and in performing those duties, may refer

particular matters to special counsel. Also responsible for the supervision and management of any matter in which a special counsel is required.

- ◆ Performs such other additional powers and professional duties as the City Council may prescribe, including attendance at City Council meetings when requested.
- ◆ Supervises Assistant General Counsel and Legal Secretary.

Qualifications:

- ◆ Bachelor's and J.D. Degrees required.
- ◆ Must be admitted to the bar in Mass. for at least five years.
- ◆ Must be admitted to the United States District Court for Mass.
- ◆ Must have substantial professional experience in at least three of the following:
 - Civil trial practice
 - Appellate practice
 - Administrative law
 - Environmental law
 - Zoning and land use law
 - Public sector labor law
 - Workers' compensation
 - Public contract law
 - Public construction law
 - Drafting legislation and regulations
 - Municipal practice

• *revised 02/09*

CITY OF GLOUCESTER

Job Description

Title: City Engineer
Supervisor: DPW Director
Grade: M9
Civil Service: Exempt **Union:** N/A

Supervision Exercised: Provides direct supervision to engineering staff, various contractors and staff of assigned projects. Manages and coordinates progress of multiple public works projects in high volume engineering office environment.

Responsibilities: Provides oversight of engineering projects (planning, design and construction) and programs, staff support to planning division and DPW. Duties include office management and complex analytical work, planning, designing, and directing environmental, water, street and other civil engineering public works projects.

Duties:

- Provides project management of the design and construction of capital projects. Oversees and mentors all staff assigned to specific projects.
- Ensures contractor compliance with time and budget parameters.
- Maintains and updates infrastructure and systems maps, databases, plans, and records. Prepares and analyzes reports, maps blueprints, and drawings for engineering plans and designs.
- Calculates costs and determines feasibility of project(s) based on analysis of collected data.
- Manages division's budget.
- Prepares or directs preparation and modification of reports, specifications, plans, construction schedules, environmental impact studies, permits, and designs for city-wide public works projects.
- Monitors construction sites for progress and to ensure conformance to engineering plans, specifications, and construction and safety standards.
- Directs construction and maintenance activities at project site.
- Works with state regulatory agencies, City Council, and Citizens Advisory groups. Coordinates public education and outreach; facilitates public meetings.
- Uses computer assisted engineering and design software and equipment to prepare engineering and design documents. Assists in the development and implementation of a Geographical Information System (GIS).
- Provides a program to address staff training needs through continuing professional development.
-

Qualifications:

- Bachelor's degree in Civil Engineering. P.E. Required.
- A minimum of 10 years increasingly responsible engineering experience, including municipal engineering and 2 years of administrative and supervisory responsibility. An equivalent combination of education and experience may substitute for the above.
- Thorough knowledge of civil engineering principles, practices, and methods as applicable to a municipal setting; knowledge of applicable City ordinances and policies affecting division activities.

CITY OF GLOUCESTER

Job Description

Title: Personnel Director

Supervisor: Chief Administrative Officer

Grade: M9

Civil Service: Exempt

Union: Exempt

Supervision

Exercised: Provides direct supervision to Personnel Assistant and Worker's Compensation/Benefits Agent. Provides working guidance to two staff in Payroll Office regarding Human Resource reporting requirements and union contractual payments.

Responsibilities:

Responsible for maximizing employee development and promoting the efficient and cost-effective management of City services; develops and maintains a variety of employee support programs to achieve this objective. Major areas of operation include employment, training, benefits administration, labor relations and record-keeping/reporting. Work is highly complex, requiring significant judgment, independent decision-making and initiative.

Duties:

- ♦ Administers the City's comprehensive Personnel Ordinance, including the attendant classification and compensation plans for municipal employees. Submits all recommendations for changes to the Mayor and City Council for approval.
- ♦ Formulates issues, amends or revokes subject to the Mayor's approval, policies and administrative regulations for the purpose of giving effect to the provisions of City ordinances and relevant State and Federal regulations governing personnel management.
- ♦ Negotiates and administers collective bargaining agreements with municipal unions. Prepares collective bargaining agendas for the approval of the Mayor and Administrative Assistant to the Mayor; serves as Hearing Officer at grievance meetings, Civil Service hearings or other hearings as designated by the Mayor.
- ♦ Advises and assists the Administrative Assistant to the Mayor, Department Heads and elected and supervisory officials regarding personnel matters, including the enforcement of collective bargaining agreements, State and Federal laws and personnel policies and procedures.
- ♦ Develops and coordinates written guidelines or policies for uniform personnel practices and procedures for City departments.

- ◆ Develops and administers a merit-based recruitment and placement program for municipal employees. Administers employee orientation program.
- ◆ Plans, develops and conducts training programs; promotes staff professional development.
- ◆ Studies classification, assignment and utilization of City personnel and prepares recommendations for approval of Mayor, elected officials and Department Heads.
- ◆ Acts as administrative liaison for City and School Departments regarding Civil Service registration and information. Serves as local Labor Service administrator and enforces Civil Service regulations.
- ◆ Develops and maintains a personnel record system incorporating vital statistics and other pertinent data. Coordinates automated human resources information system (HRIS) with payroll database; prepares all required reports, i.e. EEO-4, census, etc. as required.
- ◆ Develops, establishes and coordinates a municipal employee safety program for the City.
- ◆ Administers all employee and retiree benefit programs, including Workers' Compensation, Unemployment Insurance, Health Insurance, Life Insurance, Deferred Compensation, Section 125 and payroll deduction options, i.e. fitness benefits, United Way contributions etc. Assists the School Department as needed in standard administrative procedures, benefits communications.
- ◆ Develops, establishes and coordinates an affirmative action and equal employment program for the City.
- Negotiates with the Public Employee's Committee regarding health insurance.

Qualifications:

- ◆ Bachelor's Degree in related field required, plus five years increasingly responsible experience in human resources management; Master's Degree preferred. Prior experience in municipal environment preferred.
- ◆ Advanced training in human resource management preferred. Experience must include a minimum of two years in benefits administration, two years supervisory experience and two years experience in labor/contract negotiations.
- ◆ Excellent organizational and communication skills, both oral and written.
- ◆ Demonstrated skills in negotiations/conflict resolution.
- ◆ Proven skills in budget management.

revised 4/12

- ◆ Ability to establish and maintain effective working relationship with building owners, contractors, other City employees and the public.
- ◆ Ability to supervise and provide working guidance to staff.

CITY OF GLOUCESTER

Job Description

Title: Chief Financial Officer

Supervisor: Mayor

Grade: M12

Position Status: A permanent full-time position subject to annual re-appointment by the Mayor, as confirmed by City Council.

Civil Service: Exempt

Bargaining Unit: Exempt

Supervision Exercised: Manages 4 subordinate supervisors and trains as necessary all staff (approximately 11-12) in the following offices: Treasurer/ Collector, Assessors, Purchasing and Payroll. Responsible for the overall direction, coordination, and evaluation of these units.

Responsibilities: The Chief Financial Officer shall serve as the Finance Director for the City of Gloucester. Directs the City's financial planning and management practices as well as its relationship with lending institutions, financial advisors, bond counsel and others associated with the financial community by performing the following duties personally or through delegation to subordinate managers.

Duties:

- ◆ Directs the functions of a municipal treasurer, as stipulated in Massachusetts General Laws. Serves as custodian of funds, securities, and assets of the organization including collecting and accounting for all taxes and revenues; overseeing the disposition of City-owned real property, including the auctioning of foreclosed properties; and evaluating insurance coverage for the City.
- ◆ Responsible for all activities associated with the City's debt service including maintaining on-going relationships with bond counsel and financial advisor, submitting loan orders following MGL parameters; purchasing of short- and long-term instruments; and generating cash flow projections for funded projects in conjunction with the Engineering Department.
- ◆ Prepares and analyzes revenue and debt service projections for City's annual budget.
- ◆ Serves as Finance Team Leader integrating the annual activities of the following departments: Auditing, Assessors, MIS, Purchasing, School Business Office, Personnel (regarding financial implications of employee insurances). Holds monthly finance team meetings
- Oversees the development and implementation of an integrated Financial Management Information System for all City departments.

- ◆ Coordinates with the City Auditor in providing and directing procedure and systems necessary to maintain proper records and adequate accounting controls and services.

- ◆ Provides financial oversight to all City departments concerning revenue collection systems including Water, Sewer, City Clerk, Parking Clerk, Building Inspector, Community Development, etc.
- ◆ Provides financial oversight and necessary controls to City payroll system and all insurances.
- ◆ Appraises the City's financial position and issues periodic financial and operating reports.
- ◆ Analyzes, consolidates, and directs all cost accounting procedures together with other statistical and routine reports.
- ◆ Directs and analyzes studies of general economic, business, and financial conditions and their impact on the City's policies and operations.
- ◆ Assists as needed with collective bargaining processes. Advises Mayor on financial forecasts and impact of other items of collective bargaining, particularly as related to protective services and schools.
- ◆ Communicates effectively with City officials, administrative staff, residents, vendors, banks, and other potential sources of funds as necessary. Coordinates all City bond rating presentations regarding financial analysis, historical trends and future projections.
- ◆ Enforces Mass. General Laws and other statutory regulations and City ordinances as deemed necessary to fulfill responsibilities of Treasurer, Collector, and Parking Clerk Office.

Qualifications:

- ◆ Master's Degree (MA) or equivalent in relevant business, administration, accounting, or finance field.
- ◆ A minimum of six to ten years related experience demonstrating full knowledge of municipal finance, including debt service management, investments, and receipts.
- ◆ Excellent communication skills with demonstrated expertise in public presentations and written reports.
- ◆ Demonstrated knowledge of governmental accounting principles and procedures, and MIS.
- ◆ A minimum of five years supervisory experience demonstrating skills in delegation, motivation, and team building.
- ◆ Demonstrated skills in advanced problem solving working with abstract and concrete variables.
- ◆ Working knowledge of all laws and regulations related to accounting of public revenues.

revised 2/09

CITY OF GLOUCESTER

Job Description

Title: Principal Assessor
Department: Assessor
Supervisor: Chief Financial Officer
Grade: M9
Civil Service: Exempt **Union:** Exempt

Supervision Exercised: Supervises two Assessors, one Assistant Assessor, and one/two clerks.

Responsibilities: Performs responsible and highly complex administrative, supervisory and professional work in appraising and assessing real and personal property. Serves as department head, plans, manages, supervises and directs the activities of the Board of Assessors and Assessing Department.

Duties:

- Supervises the appraisal of residential, commercial, industrial and personal property for the municipality. Also responsible for inspection of all properties as necessary. Establishes taxable values of real and personal property with the assistance of the other members of the Board of Assessors according to market data, replacement cost, and/or the income approach. Assumes principal responsibility for revaluing property every three years.
- With the Chief Financial Officer and Auditor, develops short and long-term revenue forecasts required for the fiscal planning of the City.
- In conjunction with the Harbormaster, and the MA Environmental Police, maintains a complete listing of all taxable boats in the City for the purpose of issuing boat excise tax bills.
- Examines deeds, maps, building plans and permits, personal records and market data to obtain additional valuation data and to locate all taxable property.
- Inspects the location of new businesses to determine the values of taxable personal property, such as inventory, machinery, and office machinery and equipment.
- Compiles data and prepares information for the annual classification meeting with the Board of Assessors and City Council.
- Analyzes real estate market conditions and events to determine trends and changes in the market. Collects data from the Planning Board, Building Inspector, Board of Appeals, and other boards/officials whose actions may reflect a change in value.
- Provides leadership, guidance, and direction to the other board members, as appropriate, during the meetings and while performing professional functions. Also responsible for scheduling and dividing their workload, as appropriate.
- In conjunction with other Board members, investigates requests for abatements and exemptions of property tax, prepares comparative cost and sales studies, and decides on abatement and exemption applications. Testifies on behalf of the Board at hearings before the Appellate Tax Board, and District and Superior Courts.
- Supervises and participates in the preparation of tax rate documentation for state certification.
- Responsible for the design, implementation, and maintenance of the data processing system for the department.
- Provides information in person, on the telephone, and in writing to property owners and other regarding the municipality's assessment policies and procedures, the determination of specific valuations, tax abatements, and exemptions.
- Supervises the commitment of real estate, personal property, motor vehicle and boat excise, and special assessment tax bills to the Chief Financial Officer. Also responsible for coordinating the printing of all tax bills in conjunction with the Chief Financial Officer and MIS Director.
- Supervises the general management and administration of the Assessing Department. Directs and coordinates efforts of staff. Maintains employee discipline within the department, ensuring that employees perform duties in accordance with established laws and operating procedures. Develops and implements training program for employees. Prepares and administers department budget. Purchases equipment and supplies. Supervises the maintenance of department records.
- Attends professional meetings, training programs, and seminars in order to stay abreast of changes or trends in the

field and to remain familiar with Massachusetts laws and regulations concerning tax assessments.

Qualifications:

- Bachelor's degree in business administration or related field plus five years of general business experience, including or supplemented by training and experience in real estate appraisal or high school graduation supplemented by courses in real estate appraisal plus eight years of general business experience, at least two of which involve real estate appraisal; or any equivalent combination of education and experience.
- In accordance with Department of Revenue regulations (840 CMR), required to complete the basic course of training and pass the examination prepared by the State Revenue Commissioner within two years following appointment, except as otherwise provided in the statute. A certificate in municipal assessing, with a designation of either Massachusetts Accredited Assessor (MAA), Residential Massachusetts Assessor (RMA), or certified Massachusetts Assessor (CMA) is preferred.
- Working knowledge of Massachusetts laws relating to municipal finance and property assessment for tax purposes.
- Familiarity with alternative formulas for determining assessment on various types of property.
- Familiarity with real estate styles, materials, and methods of construction.
- Working knowledge of computerized appraisal systems.
- Aptitude for working with numbers and details.
- Knowledge of mapping procedures.
- Excellent verbal and written communication skills.
- Ability to interpret considerable data, refine methods and techniques, and maintain detailed and accurate records of decisions.
- Ability to represent the City effectively and defend the City's position in a variety of situations requiring knowledge, negotiation skill, diplomacy and tact.
- Demonstrated administrative skills including providing effective supervision

revised 11/21/03

Christine Pantano

From: Noreen Burke
Sent: Monday, January 07, 2013 5:06 PM
To: Christine Pantano
Cc: Jim Duggan; Claudia Schweitzer
Subject: Mutual Aid Agreement Among Local Public Health Agencies for the City of Gloucester
Attachments: MutualAidAgreementFinal2013.doc

Dear Chris,

I would like to submit this Mutual Aid Agreement for submission by the Mayor in her next report to City Council.

Suzanne Egan has reviewed and approved the document to be included in the Mayor's Report. She confirmed that the item does need city council vote.

I and staff stand ready to appear before Council subcommittee to provide content expertise when the item comes up for discussion.

I am also available for any questions or comments the Mayor might have about this item. We discussed briefly at lunch one day and she was supportive.

Sincerely,

Noreen M. Burke, MPP
Public Health Director
City of Gloucester
978-282-8016 phone
978-281-9729 fax
LIKE US ON FACEBOOK

This message and its contents are confidential and are intended for the use of the addressee only, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, this serves as notice that any unauthorized distribution, duplication, printing, or any other use is strictly prohibited. If you feel you have received this email in error, please delete the message and notify the sender so that we may prevent future occurrences.

Mutual Aid Agreement among Cities and Towns in Emergency Preparedness Region 3D

This Mutual Aid Agreement (“Agreement”) is entered into by and between the cities and towns of Region 3D.

Section 1: Purpose

The purpose of this Agreement is to provide for mutual aid and assistance between the municipalities entering into the Agreement when the resources normally available to a municipality are not sufficient to cope with a situation which requires public health action. The health and well being of a community will best be protected through the concerted efforts of multiple public health agencies providing assistance to one another. The promotion and coordination of this assistance through this Agreement is desirable for the effective and efficient provision of mutual aid and assistance.

This Agreement is in no way intended to substitute for the ordinary public health activities of any city or town. The parties intend that designees from the Sending Agency will not operate as the sole personnel of the Receiving Agency.

Section 2: Authority

Pursuant to M.G.L. Chapter 40, Section 4A, mutual aid agreements may be made among municipalities or municipal agencies, with the authorization of the City Council and Mayor in a city, and of the Board of Selectmen in a town.

Section 3: Definitions

Authorized Representative means an official of a signatory entity who is authorized to request, offer, or otherwise provide assistance under this Agreement. A member/designee of the public health agency, if so authorized shall be the Authorized Representative. If a member/designee of the public health agency is not authorized, the Authorized Representative shall be the chief executive officer or other officer so authorized; and this officer shall work jointly with a member/designee of the public health agency.

Mutual Aid means aid to another public health agency in the form of personnel, equipment, facilities, services, supplies, or other resources appropriate to public health programs, including but not limited to inspections; vaccination clinics; centers for the distribution of pharmaceuticals; administrative assistance; specimen collection, conveyance, and testing; consulting; environmental assessment; and other programs.

Public Health Agency means the appropriate and legally designated health authority of the city, town, or other legally constituted governmental unit within the Commonwealth having the usual powers and duties of the board of health or health department of a city or town.

Receiving Agency means the public health agency requesting mutual aid from another public health agency.

Region means one of the Emergency Preparedness Regions established by the Massachusetts Department of Public Health.

Sending Agency means the public health agency that provides mutual aid to another public health agency.

Section 4: Other Agreements

This Agreement recognizes and does not supersede present and future mutual aid agreements or intermunicipal agreements among the signatories of this Agreement.

This Agreement does not limit any party jurisdiction's ability to enter into mutual aid agreements in the future with neighboring municipalities and public health agencies, whether inside or outside Region 3D.

Section 5: Requests for Assistance

1. The public health agency of each party jurisdiction shall designate an Authorized Representative in accordance with Section 3. The Authorized Representative of a Receiving Agency may request the assistance of another party jurisdiction by contacting the Authorized Representative of that jurisdiction. The Authorized Representative of a Sending Agency may authorize the sending of mutual aid.
2. The emergency center operations of each party jurisdiction shall maintain a list of contact information for each Authorized Representative for each party jurisdiction. If a party jurisdiction designates a new Authorized Representative, it shall immediately provide all other party jurisdictions with the new Authorized Representative's contact information. Any municipality that joins this Agreement after its effective date shall provide all existing party jurisdictions with the contact information for its Authorized Representative.
3. The provisions of this Agreement shall apply only to requests for assistance made by and to the Authorized Representative.
 - A. Requests may be verbal or in writing, and "writing" shall include email.
 - B. If verbal, the request shall be confirmed in writing at the earliest possible date, and the Receiving Agency shall use its best efforts to provide the written confirmation no later than five (5) calendar days following the verbal request.
 - C. Written requests shall provide the following information:
 - (1) A description of the function for which assistance is needed;
 - (2) The amount and type of personnel, equipment, materials, services, supplies, and/or other resources needed, and a reasonable estimate of the length of time they will be needed; and
 - (3) The specific place and time for staging of the Sending Agency's response and a point of contact at that location.

D. The parties recognize that especially during an emergency, the requirements for protection of the public health and safety may require work, services, or supplies beyond that contained either in an oral or written request (confirmation). Nothing in this Agreement should be construed to limit the ability of either agency or its personnel to respond in any manner necessary for the preservation of the public health and safety. To the extent such services or supplies are extended, the provisions of this Agreement shall apply.

Section 6: Limitations

1. The provision of mutual aid is voluntary.
2. The extent of assistance to be furnished under this Agreement shall be determined solely by the Sending Agency, and the assistance furnished may be recalled at the sole discretion of the Sending Agency; provided however, that the Receiving Agency shall determine the scope of services to be delivered by the Sending Agency. Unless otherwise specified by the Receiving Agency in its request for assistance or otherwise, persons from the Sending Agency shall have the same authority in the receiving community as other persons serving in similar capacities in the Receiving Agency.

Section 7: Supervision and Control

1. Upon entering the jurisdiction of the Receiving Agency pursuant to a request under this Agreement, the employee(s) of the Sending Agency shall report immediately to the Authorized Representative of the Receiving Agency for deployment. The Receiving Agency may use an incident command system (ICS) or unified command system.
2. Employees shall remain employees of their own agencies at all times. Each agency, sending or receiving, shall be responsible for its own employees' wages, benefits, and similar obligations, as well as well as for complying with any applicable bargaining obligations that may be required by collective bargaining agreements with its employees, and for professional liability insurance for its employees and fleet insurance for its vehicles.
3. At the conclusion of any deployment, the Receiving Agency shall have the responsibility of releasing the Sending Agency's personnel and notifying the appropriate Authorized Representatives that the deployment, and hence the need for services, has concluded, unless the Sending Agency exercises its right to recall its personnel and/or equipment sooner.

Section 8: Powers and Rights

Each Receiving Agency shall afford to the personnel of any Sending Agency operating within the Receiving Agency's jurisdiction the same authority as are afforded to like personnel of the Receiving Agency.

Section 9: Liability

1. Each party shall be liable for the acts and omissions of its own employees and not for the employees of any other agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. Each party agrees to indemnify and hold harmless the other parties to this Agreement from liability resulting from the acts and omissions of its own employees, including travel, in the performance of this Agreement to the extent the indemnifier would otherwise be liable under a direct claim pursuant to M.G.L. c. 258.
2. By entering into this Agreement, none of the parties have waived any governmental immunity or limitation of damages which may be extended to them by operation of law.
3. This Agreement is by and between the municipalities which have executed it. Each states that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person. This Agreement is not intended to confer third party beneficiary status on any person.

Section 10: Workers Compensation

Each party jurisdiction shall provide for the payment of workers compensation and death benefits to the personnel of its own jurisdiction, to the extent applicable.

Section 11: Reimbursement

1. Under this Agreement, there is no expectation of automatic or contractual reimbursement for the provision of any mutual aid. However, the parties may develop compensation agreements separately or within the context of this Agreement.
2. In the event of an emergency requiring state or federal assistance, Sending and Receiving Agencies may apply jointly or separately for any type of state or federal assistance.
3. In any fiscal year in which a Sending Agency provides service to a Receiving Agency under this Agreement, both agencies shall keep accurate and comprehensive records of services performed, costs incurred, reimbursements and contributions received, and such other details as may be required in order to permit a comprehensive audit of the services. Such records shall be available for, and shall be subject to, audit as is otherwise required by law for municipal financial records. Such records shall also be summarized in an annual financial statement that will be issued to all participants in the Agreement no later than sixty (60) days of the close of the fiscal year.

Section 12: Implementation

1. This Agreement shall be binding and in effect after it is signed in accordance with the local charter, bylaws, or ordinances, and upon its approval by the legislative body, of any two municipalities.
2. Additional parties may join this Agreement upon acceptance and execution of it.

Section 13: Term of Agreement

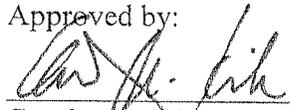
This Agreement is to remain in effect for twenty-five years from the date of execution, at which time it may be extended in accordance with Massachusetts law. Any party may withdraw from this Agreement at any time by sending fourteen (14) days' prior written notice to all other parties. This Agreement shall continue to be in effect among the remaining parties.

Section 14: Severability

Should any portion of this Agreement be judged to be invalid by any court of competent jurisdiction, such judgment shall not impair or invalidate the remainder of this Agreement, and for this purpose the provisions of this Agreement are declared severable.

City of Gloucester

Approved by:



Carolyn A. Kirk, Mayor

Date: 1/16/13

Approved as to form:

Suzanne Egan, City Solicitor

Date: _____

Authorized representative:

Noreen M. Burke
Public Health Director

Date: _____



**CITY OF GLOUCESTER 2013
CITY COUNCIL ORDER**

ORDER: CC#2013-004
COUNCILLOR: Steve LeBlanc

DATE RECEIVED BY COUNCIL: 01/22/2013
REFERRED TO: O&A & TC
FOR COUNCIL VOTE:

ORDERED that the Gloucester Code of Ordinances Chapter 22 “Traffic and Motor Vehicles*”, Sec. 22-270 “Parking prohibited at all times” and Sec. 22-291 “Tow-away zones” be amended by **ADDING** “no parking Centennial Avenue easterly side, from its intersection with Commonwealth Avenue, a distance of 185 feet in a northerly direction (pole #1347); and further

ORDERED that this matter be referred to the Ordinances and Administration Committee and to the Traffic Commission for review and recommendation.

Steve LeBlanc
Ward 3 Councillor



**CITY OF GLOUCESTER 2013
CITY COUNCIL ORDER**

ORDER: CC#2013-005
COUNCILLOR: Steve LeBlanc

DATE RECEIVED BY COUNCIL: 01/22/2013
REFERRED TO: O&A & TC
FOR COUNCIL VOTE:

ORDERED that the Gloucester Code of Ordinances Chapter 22 "Traffic and Motor Vehicles*", Sec. 22-287 "Disabled veteran, handicapped parking" be amended by **ADDING:**

one (1) handicapped space in front of Middle Street #13

and further

ORDERED that this matter be referred to the Ordinances and Administration Committee and to the Traffic Commission for review and recommendation.

Steve LeBlanc
Ward 3 Councillor