



GLOUCESTER CITY COUNCIL

9 Dale Avenue, Gloucester, MA 01930
Office (978) 281-9720 Fax (978) 282-3051

Budget & Finance Committee

Thursday, February 21, 2013 – 6:00 p.m.
1st Fl. Council Committee Rm. – City Hall

AGENDA

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

1. ***Supplemental Appropriation-Budgetary Request (2013-SA-108) from School Department re: Athletic User Fees (Cont'd from 02/07/13)***
2. ***Memorandum from Police Chief re: approval of an amendment to the FY13 State E911 EMD Training Grant***
3. ***Memorandum from DPW Director re: Acceptance of a donation of flood lights from Design Communications Ltd.***
4. ***Memorandums from Harbormaster & Supplemental Appropriations-Budgetary Transfers 2013-SA-35 & 2013-SA-36***
5. ***Report by the Fire Department EMS Coordinator, Sander Schultz, EMT-P re: status of ambulance service revenues for FY13 to date and to receive update on performance of new ambulance billing company***
6. ***Memo from City Auditor regarding accounts having expenditures which exceed their authorization And Auditor's Report***

COMMITTEE

Councilor Paul McGeary, Chair
Councilor Joseph Ciolino, Vice chair
Councilor Melissa Cox

Committee members – Please bring relevant documentation

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

CC: Mayor Carolyn Kirk
Jim Duggan
Kenny Costa
Jeffrey Towne
Dr. Richard Safier/Jonathan Pope
Police Chief Leonard Campanello
Fire Chief Eric Smith/EMS Coordinator Sander Schultz
Harbormaster Jim Caulkett/Tony Gross
DPW Director Mike Hale

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.

**City of Gloucester
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST
Fiscal Year 2013**

****CITY COUNCIL APPROVAL- 6 VOTES NEEDED****

APPROPRIATION # 2013-SA- 108 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: _____ CFO _____

APPROPRIATION AMOUNT: \$ 75,000.00

Account to appropriate from:	<i>Unifund Account #</i>	<u>101000.10.000.35900.0000.00.000.00.000</u>
	<i>Account Description</i>	<u>Fund Balance - Unreserved</u>
Balance Before Appropriation	\$	<u>1,540,072.00</u>
Balance After Appropriation	\$	<u>1,465,072.00</u>

Account Receiving Appropriation:	<i>Unifund Account #</i>	<u>283001.20.991.49700.0000.00.000.00.040</u>
	<i>Account Description</i>	<u>Athletic Revolving Fund - Transfer from Gen Fund</u>
Balance Before Appropriation	\$	<u>66,056.90</u>
Balance After Appropriation	\$	<u>141,056.90</u>

DETAILED ANALYSIS OF NEED(S): To provide the School Department with funds in order to reduce athletic user fees by an estimated 50%. Family cap would be reduced to \$1,000 if met with School Committee Approval.

APPROVALS:

DEPT. HEAD: _____ DATE: 2/6/2013

ADMINISTRATION: _____ DATE: 2/7/13

BUDGET & FINANCE: _____ DATE: _____

CITY COUNCIL: _____ DATE: _____



GLOUCESTER POLICE DEPARTMENT
Office of the Chief of Police
197 Main Street
Gloucester, MA 01930

Chief Leonard Campanello
(978)281-9775

RECEIVED

FEB 4 2013

Mayor's Office

Memorandum

February 1, 2013

To: Mayor Carolyn Kirk

From: Leonard Campanello

Cc: Jim Duggan, Chief Administrative Officer

RE: Amendment to FY13 State E911 EMD Training Grant

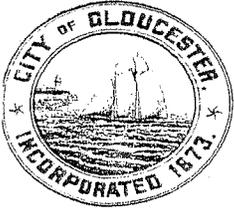
Mayor,

The Police Department applied for and received \$92,186.00 in the FY2013 State E911 EMD Training Grant to be utilized for the training of all officers in Emergency Medical Dispatching, a state requirement for maintaining a public safety dispatch center. State E911 has discontinued use of one of their approved vendors for training, Priority Dispatch, which will result in additional costs in training our personnel by a newly approved vendor. The additional costs amounted to \$19,871.26. In January we sought and were given approval by City Council to apply to amend the grant to cover the costs. The Amendment has been applied for and accepted by State E911, who have approved the additional funding. We are now seeking approval of the Amendment through City Council.

I respectfully ask that this be presented to the City Council for review.

Sincerely,

Leonard Campanello
Chief of Police
Gloucester Police Department



Gloucester City Council
CERTIFICATE OF VOTE
Certificate Number: 2013-018

The Gloucester City Council, at a meeting held on Tuesday, January 22, 2013
at 7:00 p.m. in the Kyrouz Auditorium, City Hall, voted to approve the following:

IN CITY COUNCIL:

MOTION: On motion by Councilor McGeary, seconded by Councilor Ciolino, the City Council voted 8 in favor, 0 opposed, 1 (Tobey) absent, to accept the unanimous recommendations of the Budget & Finance Committee dated 01/22/13 as follows:

- **MOTION:** To permit the Gloucester Police Department to apply for a \$19,871.40 FY2013 State E911 Emergency Medical Dispatch Training Grant Amendment from the State of Massachusetts 911 Department.
- **MOTION:** That under MGL c. 44, §53, acceptance of \$32,832.00 (Thirty-Two Thousand, Eight Hundred and Thirty Two Dollars) from insurance reimbursement proceeds to Special Revenue Account #294007 entitled Reserved for Appropriation, Insurance Reimbursements >\$20,000, Contracted Services, for the purpose of replacing a police cruiser from insurance reimbursement proceeds.
- **MOTION:** To pay Freight Bill #608394500 dated 7/20/12 to United Parcel Service Freight, Dallas, Texas in the amount of \$368.04 to be paid from the FY13 Police Department Operating General Fund Budget without a Purchase Order in place.
- **MOTION:** To pay Invoice #0265953 dated 09/27/2012 for \$346.72 and Invoice # 0268320 dated 10/26/2012 for \$297.99 by Rich's Transportation, Taunton, Mass., for a total of \$644.71 to be paid from the FY13 School Department Operating General Fund Budget without a Purchase Order in place.
- **MOTION:** To pay Invoice #12ABC0601 dated 12/02/12 by Project Adventure, Beverly, MA in the amount of \$600 to be paid from the FY13 School Department Operating General Fund Budget without a Purchase Order in place.
- **MOTION:** To allow the withdrawal of the request to apply for a \$10,000 Northeast Hospital Corp. Community Collaborative Grant.

Linda T. Lowe, City Clerk

Date: JAN 24 2013

APPROVED BY THE MAYOR

Carolyn A. Kirk, Mayor

VETOED BY THE MAYOR

Carolyn A. Kirk, Mayor

SIGNED THIS 28 DAY OF Jan, 2013

All Ordinances shall become effective 31 days after passage except
Emergency Orders and Zoning Amendments shall become effective the next day.

TRUE COPY ATTEST
CITY CLERK



City of Gloucester
Grant Application and Check List

Granting Authority: State X Federal Other

Name of Grant: FY13 State 911 Training Grant & EMD

Department Applying for Grant: Police

Agency-Federal or State application is requested from: State 911 Department

Object of the application: Provide funding for EMD Con-Ed. & Quality Assurance Improvement

Any match requirements: None

Mayor's approval to proceed: *[Signature]* 2/6/13
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

Auditor's distribution to managing department:
Department Date sent

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

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Police

ACCOUNT NAME: 13 State 911 Training Grant

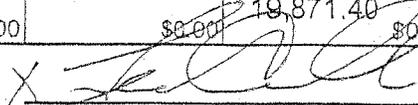
FUND NUMBER AND NAME: (N/A FOR NEW FUND) 291133

CFDA # (Required for Federal Grants): _____

DATE PREPARED: 1/23/2013

APPROVED
AMENDED BUDGET
(IF APPLICABLE)

OBJECT	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET	
REVENUE (4_____)					
46800	92,186		19,871.40	112,057.40	\$0.00
					\$0.00
					\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5_____)					
52000	0		9,000	9,000	\$0.00
51300	62,107		8,821.76	70,928.76	\$0.00
Fringe	15,562		2,049.64	17,611.64	\$0.00
51900	14,517		0	14,517	\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total:	92,186 \$0.00	\$0.00	19,871.40 \$0.00	112,057.40	\$0.00

DEPARTMENT HEAD SIGNATURE X 

DATE ENTERED (AUDIT) _____ AUDITING DEPARTMENT INITIALS _____



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

MARY ELIZABETH HEFFERNAN
Secretary of Public Safety
and Security

TIMOTHY P. MURRAY
Lieutenant Governor

FRANK POZNIAK
Executive Director

January 17, 2013

Chief Leonard Campanello
Gloucester Police Department
197 Main Street
Gloucester, MA 01930

Dear Chief Campanello,

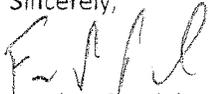
The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the FY 2013 State 911 Department Training Grant and EMD Grant program.

For your files, attached please find a copy of the executed contract amendment. Please note your contract amendment start date is **January 17, 2013** and will run through June 30, 2013. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2013.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. 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. Please note that funding of reimbursement requests received more than six (6) months after the close of the fiscal year under which costs were incurred cannot be guaranteed.

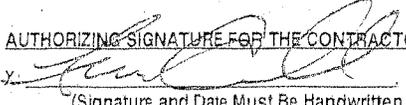
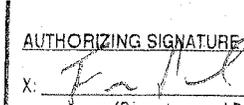
If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@state.ma.us. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before May 15, 2013.

Sincerely,


Frank P. Pozniak
Executive Director

cc: FY 2013 Training Grant and EMD Grant File

This form 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) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: City of Gloucester (and d/b/a): Gloucester Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4,T&C): 197 Main Street, Gloucester, MA 01930		Business Mailing Address: 1360 Bay Street, Building C, Taunton, MA 02780	
Contract Manager: Chief Leonard Campanello		Billing Address (if different):	
E-Mail: lcampanello@gloucester-ma.gov		Contract Manager: Marilyn Godfrey	
Phone: 978-281-9775	Fax: 978-282-3026	E-Mail: 911DeptGrants@state.ma.us	
Contractor Vendor Code: VC6000192096		Phone: 508-821-7299	Fax: 508-828-2585
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for <u>EFT</u> payments.)		MMARS Doc ID(s): CT GRNT	
		RFR/Procurement or Other ID Number: FY2013 GRNT	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>June 30</u> , 20 <u>13</u> Enter Amendment Amount: \$ <u>19,871.40</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>112,057.40</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) For disbursement of funds under the State 911 FY2013 Department Training and Emergency Medical Dispatch Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u> </u> , a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30</u> , 20 <u>13</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence: the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X:  Date: <u>12/26/12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Leonard Campanello</u> Print Title: <u>Chief of Police</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X:  Date: <u>1/17/13</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	

Training Grant and Emergency Medical Dispatch Grant

<p>1. Name of Entity</p> <p>Address</p> <p>City/Town/Zip</p> <p>Telephone Number</p> <p>Fax Number</p> <p>Website</p>	<p>Gloucester Police Department</p> <p>197 Main Street</p> <p>Gloucester, MA 01930</p> <p>978-281-9775</p> <p>978-282-3026</p> <p>www.gloucester-ma.gov</p>
<p>2. Name /Title of Authorized Signatory</p> <p>Address (if different from above)</p> <p>Telephone Number</p> <p>Fax Number</p> <p>Email Address</p>	<p>Leonard Campanello, Chief of Police</p> <p></p> <p></p> <p></p> <p>lcampanello@gloucester-ma.gov</p>
<p>3. Contact Name/Title for Grant Questions</p> <p>Telephone Number</p> <p>Fax Number</p> <p>Email Address</p>	<p>Stacie Couture</p> <p>978-281-9775 ext.2</p> <p>978-282-3025</p> <p>scouture@gloucester-ma.gov</p>
<p>4. Total State 911 Department Training Grant funds requested.</p> <p>Total State 911 Department EMD Grant funds requested.</p>	<p>\$</p> <p><u>\$19,871.40</u></p> <p>Total <u>\$19,871.40</u></p>

5. Applicant meets the EMD requirements established by the State 911 Department as follows:
(choose one)

Provide EMD utilizing in-house certified emergency medical dispatchers.
Please indicate EMD protocol being utilized. (Select One Only)

APCO PowerPhone Priority Dispatch

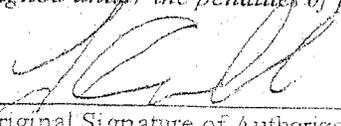
OR

Provide EMD through a Certified EMD Resource:

Name of Certified EMD Resource:

Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the application packet.

Signed under the penalties of perjury this 6th day of December, 2012.



Original Signature of Authorized Signatory (Blue Ink)

12/6/12

Date Signed

TRAINING GRANT BUDGET WORKSHEET

CATEGORY	AMOUNT	NARRATIVE DESCRIPTION OF WHAT FUNDING WILL BE USED FOR AND IDENTIFICATION OF TYPES OF TRAINING
A. FEES	\$	
B. 1. Personnel Costs *Please complete Appendix D	\$14,517	Eligible personnel costs for new hire training and/or continuing education required for EMD certification and compliance.
B 2. Fringe and/or Indirect Costs associated with Personnel Costs	\$	Attach documentation supporting fringe and/or indirect cost rates and/or charges, if applying for funding under this category.
C. Training Software and Other Products	\$	
D. Lodging	\$	
TOTAL	\$14,517	

In order to receive reimbursement for allowable expenses relating to EMD and/or Quality Assurance of EMD programs, the applicant shall select and use a single EMD certification organization and a single EMDPRS.

- I hereby certify that all Training Grant funds shall first be exhausted to meet the minimum training and certification requirements for enhanced 911 telecommunicators and minimum requirements governing emergency medical dispatch established by the State 911 Department, and upon satisfying such requirements, Training Grant funds may, to the extent that funding is available, be utilized for other eligible expenses as outlined in the Training Grant Guidelines.

EMERGENCY MEDICAL DISPATCH GRANT BUDGET WORKSHEET

CATEGORY	AMOUNT	NARRATIVE DESCRIPTION OF WHAT FUNDING WILL BE USED FOR AND IDENTIFICATION OF TYPES OF TRAINING
A. FEES	\$9,000	Fifteen 4 hour sessions for a total of 60 hours. Provide comprehensive review of EMD protocol.
B. 1. Personnel Costs *Please complete Appendix D	\$8,821.76	Overtime and backfill for full time and straight time costs for part-time participants attending State 911 approved 16 hours of continuing education, EMD certification/recertification, 3 future academy recruits and Quality Assurance and Quality Improvement completed by 3 Sergeants on OT completing 25 calls per week overseen by 1 Lieutenant.
B 2. Fringe and/or Indirect Costs associated with Personnel Costs	\$2,049.64	Attach documentation supporting fringe and/or indirect cost rates and/or charges, if applying for funding under this category.
C. Training Software and Other Products	\$	
D. Lodging	\$	
E. Certified EMD Resource	\$	
F. Other Emergency Medical Dispatch and Quality Assurance of Emergency Medical Dispatch Services		
TOTAL	\$ 19,871.40	

Grant applicants seeking supplemental funding under the State 911 Department Emergency Medical Dispatch Grant shall complete a project narrative. Applicants shall state good cause why supplemental funding should be awarded (e.g., training/certification of unanticipated new hire; unanticipated increase in contractual obligation, etc.) and shall include any and all additional information that further supports the request for such supplemental funding. (i.e., spreadsheet/worksheet attachment).

GLOUCESTER POLICE DEPARTMENT
 FY2013 E911 TRAINING EMD GRANT WORKSHEET

# TO TRAIN	PATROLMEN	OVERTIME		HOURLY PAY RATE	TRAINING HOURS	COST	FAMILY MEDICAL	SINGLE MEDICAL	MEDICARE	SUI	PENSION
		RATE	HOURS								
1	Abate, Josiah	\$33.06	16	\$24.59	16	\$528.96	\$11,592.00	\$7,760.00	\$1,450.00	\$2,000.00	\$29.09
2	Adelfo, Vincent J.	\$47.09	16	\$24.59	16	\$753.44	\$87.34	\$7.67	\$10.92	\$15.07	\$41.44
3	Alejo, Brian	\$47.09	16	\$24.59	16	\$753.44	\$87.34	\$10.92	\$10.92	\$15.07	\$41.44
4	Alves Jr., Clifford A.	\$49.05	16	\$24.59	16	\$814.80	\$90.97	\$11.38	\$11.38	\$15.70	\$43.16
5	Bichao, John		16		16	\$393.44					
6	Bouchie, Shawn J.	\$39.24	16		16	\$627.84	\$72.78	\$9.10	\$9.10	\$12.56	\$34.53
7	Brosnan, Jill A.	\$47.09	16		16	\$753.44	\$87.34	\$10.92	\$10.92	\$15.07	\$41.44
8	Cahill, William G.	\$47.51	16		16	\$760.16	\$88.12	\$11.02	\$11.02	\$15.20	\$41.81
9	Carr Jr., George W.	\$47.09	16		16	\$753.44	\$87.34	\$10.92	\$10.92	\$15.07	\$41.44
10	Catalano, Joseph	\$49.05	16		16	\$814.80	\$90.97	\$11.38	\$11.38	\$15.70	\$43.16
11	Cecilio, Marc A.	\$49.05	16		16	\$814.80	\$90.97	\$11.38	\$11.38	\$15.70	\$43.16
12	Cherry, Peter	\$33.06	16		16	\$528.96	\$61.32	\$7.67	\$7.67	\$10.58	\$29.09
13	Chippolini, Brendan	\$34.72	16		16	\$555.52	\$64.40	\$8.06	\$8.06	\$11.11	\$30.55
14	Ciolino, Jerome	\$43.16	16		16	\$690.56	\$80.05	\$10.01	\$10.01	\$13.81	\$37.98
15	Connors, Sean P.	\$43.16	16		16	\$690.56	\$80.05	\$10.01	\$10.01	\$13.81	\$37.98
16	Curtis, Ernest	\$43.16	16		16	\$690.56	\$80.05	\$10.01	\$10.01	\$13.81	\$37.98
17	Duffy, Scott B.	\$38.01	16		16	\$385.76					
18	Duwart Jr, Carlton	\$38.01	16		16	\$385.76					
19	Eastman, Wellesley		16		16	\$385.76					
20	Foote, John		16		16	\$393.44					
21	Foote, Mark Joseph	\$39.24	16		16	\$627.84	\$72.78	\$9.10	\$9.10	\$12.56	\$34.53
22	Fraites, Christopher	\$49.05	16		16	\$784.80	\$90.97	\$11.38	\$11.38	\$15.70	\$43.16
23	Genovese, Christopher	\$43.16	16		16	\$690.56	\$80.05	\$10.01	\$10.01	\$13.81	\$37.98
24	Giaccione, Anthony	\$38.01	16		16	\$385.76					
25	Hicks, Kevin E.	\$43.16	16		16	\$690.56	\$80.05	\$10.01	\$10.01	\$13.81	\$37.98
26	Johnson Jr., Robert G.	\$41.81	16		16	\$668.96	\$77.55	\$8.82	\$8.82	\$12.16	\$33.45
27	Knickle, Andrew	\$43.16	16		16	\$690.56	\$80.05	\$10.01	\$10.01	\$13.81	\$37.98
28	Lamberis, Stephen	\$49.05	16		16	\$784.80	\$90.97	\$11.38	\$11.38	\$15.70	\$43.16
29	Lacos, Christopher	\$43.16	16		16	\$690.56	\$80.05	\$10.01	\$10.01	\$13.81	\$37.98
30	Mackey, Kevin	\$47.09	16		16	\$753.44	\$87.34	\$10.92	\$10.92	\$15.07	\$41.44
31	Mizzoni, Steven B.	\$43.16	16		16	\$690.56	\$80.05	\$10.01	\$10.01	\$13.81	\$37.98
32	Moseley, Heath	\$38.01	16		16	\$385.76					
33	Mulse, Kevin	\$43.16	16		16	\$690.56	\$80.05	\$10.01	\$10.01	\$13.81	\$37.98
34	Nicastro, Jeremiah	\$43.16	16		16	\$690.56	\$80.05	\$10.01	\$10.01	\$13.81	\$37.98
35	Officer Jr., James P.	\$49.05	16		16	\$784.80	\$90.97	\$11.38	\$11.38	\$15.70	\$43.16
36	O'Leary, Timothy	\$38.01	16		16	\$385.76					
37	Palazzo, Robert	\$47.09	16		16	\$753.44	\$87.34	\$10.92	\$10.92	\$15.07	\$41.44
38	Parady, Joseph	\$43.16	16		16	\$690.56	\$80.05	\$10.01	\$10.01	\$13.81	\$37.98
39	Piscitello, Ronald A.	\$43.16	16		16	\$690.56	\$80.05	\$10.01	\$10.01	\$13.81	\$37.98
40	Quinn, Michael D.	\$49.05	16		16	\$784.80	\$90.97	\$11.38	\$11.38	\$15.70	\$43.16
41	Quinn, Thomas E.	\$49.05	16		16	\$784.80	\$90.97	\$11.38	\$11.38	\$15.70	\$43.16
42	Ryan, Kenneth		16		16	\$365.76					
43	Sargent, Wayne M.	\$47.51	16		16	\$760.16	\$88.12	\$11.02	\$11.02	\$15.20	\$41.81

GLoucester Police Department
 FY2013 E011 Training EMD Grant Worksheet

# TO TRAIN	PATROLMEN	FY2013		HOURLY PAY RATE	TRAINING HOURS	COST	FAMILY MEDICAL 11.5820%	SINGLE MEDICAL 7.7600%	MEDICAID 1.4900%	SUIF 2.0000%	PENSION 5.50%
		OVER TIME RATE	AMOUNT								
44	Scola, Michael	\$45.61	\$34.72	16	\$ 729.76	\$ 84.58		\$ 43.11	\$ 10.58	\$ 14.60	\$ 40.14
45	Simoes, Troy	\$35.01	\$35.01	16	\$ 555.52				\$ 8.82	\$ 11.11	\$ 30.55
46	Stuart, Leon	\$45.61	\$45.61	16	\$ 729.76	\$ 70.50			\$ 10.58	\$ 14.60	\$ 33.45
47	Sutera, Peter	\$47.09	\$47.09	16	\$ 753.44	\$ 87.34			\$ 10.92	\$ 15.07	\$ 40.14
48	Trefry, Jonathan	\$63.47	\$63.47	16	\$ 1,015.52	\$ 117.72			\$ 14.73	\$ 20.31	\$ 41.44
49	Aiello, Joseph	\$61.94	\$61.94	16	\$ 991.04	\$ 114.88			\$ 14.37	\$ 19.82	\$ 55.85
50	Auld, Kathleen	\$63.47	\$63.47	118	\$ 7,489.46	\$ 868.18			\$ 108.60	\$ 148.79	\$ 54.51
51	Fitzgerald, Joseph C. (QA/QI)	\$55.41	\$55.41	230	\$ 13,096.20	\$ 1,518.11			\$ 189.89	\$ 261.92	\$ 411.92
52	Gosson, Michael K. (QA/QI)	\$56.94	\$56.94	18	\$ 866.56	\$ 102.77			\$ 12.86	\$ 17.73	\$ 48.76
53	Leatos, William	\$54.68	\$54.68	230	\$ 13,096.20	\$ 1,518.11			\$ 189.89	\$ 261.92	\$ 411.92
54	MacDonald Jr., Eugene R. (QA/QI)	\$55.86	\$55.86	16	\$ 874.88	\$ 101.42			\$ 12.93	\$ 17.50	\$ 48.12
55	McCarthy, John	\$53.19	\$53.19	16	\$ 831.04	\$ 98.65			\$ 12.34	\$ 17.02	\$ 49.16
56	Paris, Anthony	\$60.93	\$60.93	230	\$ 13,096.20	\$ 1,518.11			\$ 189.89	\$ 261.92	\$ 411.92
57	Quinn, David G. (QA/QI)	\$55.86	\$55.86	16	\$ 874.88	\$ 101.42			\$ 14.14	\$ 19.50	\$ 53.62
58	Williams, Michael A. Jr	\$39.67	\$39.67	16	\$ 833.76	\$ 103.60			\$ 12.96	\$ 17.88	\$ 49.16
59	Williams, Thomas	\$31.83	\$31.83	80	\$ 2,546.40	\$ 285.18			\$ 36.92	\$ 50.93	\$ 140.05
60	Flebo, Heidi	\$39.67	\$39.67	16	\$ 833.76	\$ 103.60			\$ 9.20	\$ 12.70	\$ 34.91
61	Crowley, Brian										
62	Crowley, Brian										
63	Balbo, Joseph										
TOTAL DISPATCHERS					\$ 85,445.74	\$ 9,329.57		\$ 467.03	\$ 1,266.10	\$ 1,746.35	\$ 4,802.46
TOTAL GPD PAYROLL					\$ 85,445.74						
PRIORITY DISPATCH QUOTE (ATTACHED)					\$ 9,000.00						
MICROSYSTEMS QUOTE (ATTACHED)					\$ 14,517.00						
ORIGINAL TRAINING FUNDING					\$ 70,928.74						
ORIGINAL EMD FUNDING AWARDED											
SUPPLEMENTAL FUNDING REQUESTED FOR PAYROLL TAXES AND FRINGE BENEFITS					\$ 17,611.52	\$ 9,329.57		\$ 467.03	\$ 1,266.10	\$ 1,746.35	\$ 4,802.46
ADJUSTED FY2013 TOTAL FUNDING AMOUNT ALREADY AWARDED					\$ 126,574.26						
AMENDED AMOUNT					\$ 92,186.00						
					\$ 112,057.26						
					\$ 19,871.26						

Appendix D -Personnel Costs

Personnel costs - List Certified Enhanced 911 Telecommunicators

Last Name, First Name	Please indicate Full (F) or Part-time (P)	Hourly Pay Rate	OT Pay Rate
Aberle, Josiah	F	22.04	33.06
Adelfio, Vincent	F	26.16	47.09
Aiello, Brian	F	26.16	47.09
Alves, Clifford	F	26.16	49.05
Bichao, John	P	24.59	0
Bouchie, Shawn	F	26.16	39.24
Brosnan, Jill	F	26.16	47.09
Cahill, William	F	25.34	47.51
Carr, George	F	26.16	47.09
Catarino, Joseph	F	26.16	49.05
Cecilio, Marc	F	26.16	49.05
Cherry, Peter	F	22.04	33.06
Chipperini, Brendan	F	23.15	34.72
Ciolino, Jerome	F	26.16	43.16
Connors, Sean	F	26.16	43.16
Curtis, Ernest	P	24.11	0
Duffany, Scott	F	25.34	38.01

FY 2013

Duwart, Carlton	F	25.34	38.01
Eastman, Wellesley	P	24.11	0
Foote, John	P	24.59	0
Foote, Mark	F	26.16	39.24
Frates, Christoper	F	26.16	49.05
Genovese, Christopher	F	\$26.16	\$43.16
Giacalone, Anthony	F	\$25.34	\$38.01
Hicks, Kevin E.	F	\$26.16	\$43.16
Johnsen Jr., Robert G.	F	\$25.34	\$41.81
Knickle, Andrew	F	\$26.16	\$43.16
Lamberis, Stephen	F	\$26.16	\$49.05
Liacos, Christopher	F	\$26.16	\$43.16
Mackey, Kevin	F	\$26.16	\$47.09
Mizzoni, Steven B	F	\$26.16	\$43.16
Moseley, Heath	F	\$25.34	\$38.01
Muise, Kevin	F	\$26.16	\$43.16
Nicastro, Jeremiah	F	\$26.16	\$43.16
Officer Jr., James P.	F	\$26.16	\$49.05
O'Leary, Timothy	F	\$25.34	\$38.01
Palazola, Robert	F	\$26.16	\$47.09
Parady, Joseph	F	\$26.16	\$43.16
Piscitello, Ronald A.	F	\$26.16	\$43.16
Quinn, Michael D	F	\$26.16	\$49.05
Quinn, Thomas E	F	\$26.16	\$49.05
Ryan, Kenneth	P	24.11	0

FY 2013

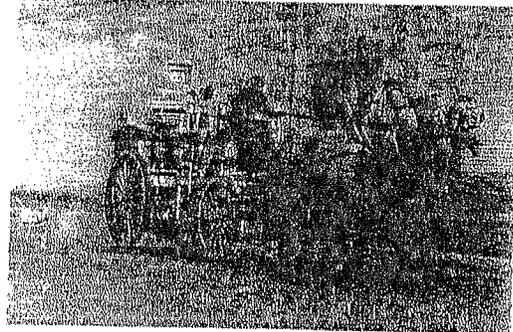
Sargent, Wayne M	F	\$25.34	\$47.51
Scola, Michael	F	\$25.34	\$45.61
Simoese, Troy	F	\$23.15	\$34.72
Stuart, Leon	F	\$25.34	\$38.01
Sutera, Peter	F	\$25.34	\$45.61
Trefry, Jonathan	F	\$26.16	\$47.09
Aiello, Joseph	F	42.31	63.47
Auld, Kathleen	F	41.29	61.94
Fitzgerald, Joseph C.	F	42.31	63.47
Gossom, Michael K.	F	37.96	56.94
Leanos, William	F	36.94	55.41
MacDonald Jr., Eugene R.	F	37.96	56.94
Marshall, James	F	36.45	54.68
McCarthy, John	F	37.24	55.86
Parisi, Anthony	F	35.46	53.19
Quinn, David G.	F	37.96	56.94
Williams, Michael A. Jr	F	40.62	60.93
Williams, Thomas	F	37.24	55.86

The Gloucester Police Department has exhausted all funds awarded under the State 911 training grant to meet minimum training and certification requirements governing emergency medical dispatch established by the 911 department. The department requests that our award of \$14,517 be applied toward EMD training and continuing education.

The Gloucester Police Department uses uniformed police officers as dispatcher on a rotating schedule. It is necessary for all police officers, including supervisors, to be E911 and EMD trained. There are currently 56 sworn officers with an average overtime rate of \$44.03 per hour. There are 3 future academy recruits.

The quality assurance and quality improvement will be completed by 3 Sergeants with an overtime rate of \$56.94 who will be completing 25 calls per week as outlined by Priority Dispatch protocols and one Lieutenant who oversees dispatch and the QA/QI program with an overtime rate of \$63.47. This will include listening to the recordings, completing evaluations and meeting with call takers who may need remedial training.

Stephen R. L'Heureux
New England Safety Education
Resources
15 Fieldstone Drive
Hooksett, New Hampshire
03106-1222
603-660-1005
s.lheureux@comcast.net



EMD Training Proposal

Course Title: Emergency Medical Dispatch
Continuing Dispatch Training

Dates: see below

Course Description: The goal of this program is to provide a comprehensive review of each EMD Protocol. The program will include a review of individual protocols in association with the appropriate emergency medical information, post-dispatch and pre-arrival instructions and the EMS components applicable to the specific protocol being taught.

Total Course Hours: Fifteen 4 hours sessions for a total of 60 hours

Course Objectives: Upon successful completion of this course, the student should be able to:

- Understand individual protocols
- Understand the medical/trauma sign and symptoms
- Discuss case review

Program Specifics: Program will be custom design and organization specific to address the objectives as described above.

Target Audience: All Emergency Medical Dispatchers

Special Requirements: White screen for presentation. Table at the front of the room large enough for a laptop, data projector and materials.

Financial Considerations: \$150.00/hr. all inclusive
60 hours x R = \$9000

Proposal Accepted _____ Proposal Declined _____

Signature _____

Date _____

Thank-you for your consideration and your business. Please return the signed copy and keep a copy for your records. Client will be billed monthly for all work completed within the past month. Payment shall be due within 30 days.

Proposed Dates

1st Platoon Group meets 1630 to 2030:

2/7/12

3/5/13

4/2/13

5/2/13

5/20/13

2nd Platoon Group meets 1100 to 1500

1/4/13

2/15/13

3/15/13

4/12/13

5/15/13

3rd Platoon meets 0830 to 1230

1/18/13

2/20/13

3/28/13

4/4/13

5/10/13

Each date will include a four hour presentation with direct lecture, skill practice with an opportunity for Q & A meeting the objectives in the course description as state above

FY2013 Training Grant and EMD Grant

911DeptGrants (EPS) [911deptgrants@state.ma.us]

Sent: Wednesday, October 24, 2012 4:18 PM

To: Michael Lane

Cc: Stacie Couture

Attachments: GLOUCESTER.pdf (167 KB)

Chief Lane,

Attached you will find a scanned copy of your award letter and contract for the FY2013 Training Grant and EMD Grant. Your effective contract start date is: **September 17, 2012.**

I will place the original letter and copy of the contract in the mail today for your file. Please keep in mind that all goods and/or services **must be received on or before June 30, 2013** to be eligible for reimbursement under the Fiscal Year 2013 State 911 Department Training Grant and EMD Grant.

PLEASE NOTE: Reimbursement requests should be submitted to the Department within thirty (30) days of the date on which the cost is incurred. Reimbursement requests must include expenditure and activity reports as well as supporting documentation, including but not limited to, copies of receipts, proof of payment and/or payroll records.

PSAPs should be advised the Department is **unable to guarantee** funding of reimbursement requests received more than **six (6) months** after the close of the fiscal year under which costs were incurred.

Special thanks to Stacie Couture for her quick responses to all my requests. It is always a pleasure to work with your Department.

If you should have any questions, please feel free to contact me.

Marilyn Godfrey | Grants Specialist |

State 911 Department
380 Bay Street – Bldg. C
Dorchester, MA 02780
DIRECT: 508.821.7299
FAX: 508.828.2585

E-Mail | 911DeptGrants@state.ma.us

Forms | Applications | EMD Resources | Approved Trainings | www.mass.gov/E911

From: ocemf911@massmail.state.ma.us [mailto:ocemf911@massmail.state.ma.us]

Sent: Wednesday, October 24, 2012 5:12 PM

To: 911DeptGrants (EPS)

Subject: Message from 35C-4



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

MARY ELIZABETH HEFFERNAN
*Secretary of Public Safety
and Security*

TIMOTHY P. MURRAY
Lieutenant Governor

FRANK POZNIAK
Executive Director

October 24, 2012

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 2013 State 911 Department Training Grant and EMD Grant program.

For your files, attached please find a copy of the executed contract. Please note your contract start date is **September 17, 2012** and will run through June 30, 2013. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services MUST be received on or before June 30, 2013.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. 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. Please note that funding of reimbursement requests received more than six (6) months after the close of the fiscal year under which costs were incurred cannot be guaranteed.

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. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before May 15, 2013.

Sincerely,


Frank P. Pozniak
Executive Director

cc: FY 2013 Training Grant and EMD Grant File

This form 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) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osf under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: City of Gloucester Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: State 811 Department	
Legal Address: (W-2, W-4, T&C): 197 Main Street Gloucester, MA 01930		MMARS Department Code: EPS	
Contract Manager: Chief Michael W. Lane		Business Mailing Address: 1380 Bay Street, Building C, Taunton, MA 02700	
E-Mail: mlane@gloucester-ma.gov		Billing Address (if different):	
Phone: 978-281-9775		Contract Manager: Marilyn Godfrey	
Fax: 978-282-3026		E-Mail: 811DeptGrants@state.ma.us	
Contractor Vendor Code: VC6000192096		Phone: 608-821-7299	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		Fax: 608-828-2565	
		MMARS Doc ID(s): CT GRNT	
		RFI/Procurement/Other ID Number: FY2013 GRNT	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____ 20 ____ Enter Amendment Amount: \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to Intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): \$ <u>92,186.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within ____ days ____ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 23, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) For disbursement of funds under the State 811 FY2013 Department Training and Emergency Medical Dispatch Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ol style="list-style-type: none"> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u>. 2. may be incurred as of ____ 20____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u>. <input checked="" type="checkbox"/> 3. were incurred as of <u>6-17, 2012</u>, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. 			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2013</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or curing any lapses between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract, and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , the Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Chief Michael W. Lane</u> Date: <u>7-10-12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael W. Lane</u> Print Title: <u>Chief of Police</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Frank Pozniak</u> Date: <u>10/24/12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	

Public Works
28 Poplar Street
Gloucester, MA 01930



TEL 978-281-9785
FAX 978-281-3896
mcole@gloucester-ma.gov

CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS

TO: Mayor Carolyn Kirk/Jim Duggan
FR: Michael B Hale, Director Public Works *MBH*
DT: January 15, 2013
SUBJ: Donation of Flood Lights

Attached for your review is a memo from Assistant Director Mark Cole requesting the City accept a donation of 12 RAB 150w HPS Flood Lights from Design Communications, LTD. We feel these lights can be utilized at either Burnhams Field or possibly at Mattos Field.

I agree with the acceptance of this donation and with your approval ask that you send this request to the City Council for their appropriate action. My staff and I are available for any questions that you or the City Council may have regarding this request.

c: M. Cole

Public Works
28 Poplar Street
Gloucester, MA 01930



TEL 978-281-9785

FAX 978-281-3896

mcole@gloucester-ma.gov

CITY OF GLOUCESTER

DEPARTMENT OF PUBLIC WORKS

TO: Michael B. Hale, Director Public Works
FR: Mark Cole, Asst. Director Public Works *mc*
DT: January 15, 2013
SUBJ: Donation of Stadium Flood Lights

I am requesting that the City of Gloucester accept a donation of 12 RAB 150w HPS Flood Lights worth \$3,000 from Design Communication, LTD. These flood lights were original installed at the TD Garden and then removed when the bank and the Garden changed names. Local resident Karen Gorczyca is employed by Design Communications and coordinated the donation offer.

I believe the City could use the lights at either Burnhams Field as part of the upcoming renovations or possibly at Mattos Field as we are looking to upgrade the lighting for the softball field.



Nineteen Harbor Loop
Gloucester, MA 01930

TEL 978-282-3012

FAX 978-281-4188

jcaulkett@gloucester-ma.gov

<http://gloucester-ma.gov/harbormaster>

CITY OF GLOUCESTER
HARBORMASTER'S OFFICE

MEMORANDUM

To: Carolyn Kirk, Mayor
From: Jim Caulkett, Harbormaster
Date: January 18, 2013
Subject: Appropriation of Funds from Retained Earnings

Dear Mayor,

I am writing this memo in regards to requesting funds from the Waterways Enterprise Fund Retained Earnings in the amount of \$30,000.00, this was approved by the Waterways Board at their scheduled January 16, 2013 meeting.

These funds will be utilized to purchase an additional patrol boat for the Annisquam River.

Supplemental Appropriation- Budgetary Request form has been attached.

Please refer this matter to the Budget and Finance subcommittee for review and discussion.

Regards,

Jim Caulkett
Harbormaster

Cc: Kenny Costa, Gloucester City Auditor

City of Gloucester
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST
 Fiscal Year 2013

****CITY COUNCIL APPROVAL - 6 VOTES NEEDED****

APPROPRIATION # 2013-SA- 35 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: Harbormaster's Office

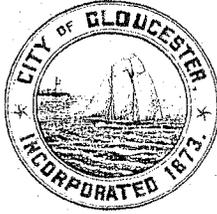
APPROPRIATION AMOUNT: \$ 30,000.00

Account to appropriate from:	Unifund Account #	<u>700000.10.000.35900.0000.00.000.00.000</u>
	Account Description	<u>Waterways Enterprise. Retained Earnings</u>
Balance Before Appropriation	\$	<u>75,170.00</u>
Balance After Appropriation	\$	<u>45,170.00</u>

Account Receiving Appropriation:	Unifund Account #	<u>700000.10.492.58755.0000.00.000.00.058</u>
	Account Description	<u>Waterways Enterprise, Boat & Equipment</u>
Balance Before Appropriation	\$	<u>-</u>
Balance After Appropriation	\$	<u>30,000.00</u>

DETAILED ANALYSIS OF NEED(S): Appropriate Retained Earnings from the Waterways Enterprise
Fund to purchase an additional patrol boat for the Annisquam River.

APPROVALS: [Signature]
 DEPT. HEAD: [Signature] DATE: 1/02/13
 ADMINISTRATION: [Signature] DATE: 2/6/13
 BUDGET & FINANCE: _____ DATE: _____
 CITY COUNCIL: _____ DATE: _____



Nineteen Harbor Loop
Gloucester, MA 01930

TEL 978-282-3012

FAX 978-281-4188

jcaulkett@gloucester-ma.gov

<http://gloucester-ma.gov/harbormaster>

CITY OF GLOUCESTER
HARBORMASTER'S OFFICE

MEMORANDUM

To: Carolyn Kirk, Mayor
From: Jim Caulkett, Harbormaster
Date: January 18, 2013
Subject: Appropriation of Funds from Municipal Waterways Improvements and Maintenance Fund

Dear Mayor,

I am writing this memo in regards to requesting funds from the Municipal Waterways Improvements and Maintenance Fund in the amount of \$26,880.00, this was approved by the Waterways Board at their scheduled January 16, 2013 meeting.

These funds will be utilized to conduct an Engineering, Marketing and Location Feasibility Assessment for a Floating Breakwater Transient Boat Marina. (see attached quote)

Supplemental Appropriation-Budgetary Request form has been attached.

Please refer this matter to the Budget and Finance subcommittee for review and discussion.

Regards,

Jim Caulkett
Harbormaster

Cc: Kenny Costa, Gloucester City Auditor

City of Gloucester
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST
 Fiscal Year 2013

****CITY COUNCIL APPROVAL- 6 VOTES NEEDED****

APPROPRIATION # 2013-SA- 36 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: Harbormaster's Office

APPROPRIATION AMOUNT: \$ 26,880.00

Account to appropriate from: *Unifund Account #* 720000.10.996.59600.0000.00.000.00.059
Account Description Municipal Waterways Imp. & Maint, Trans. Out

Balance Before Appropriation	\$	<u>53,350.00</u>
Balance After Appropriation	\$	<u>26,470.00</u>

Account Receiving Appropriation: *Unifund Account #* 710003.10.492.53100.0000.00.000.00.052
Account Description Capital Projects-Waterways, Floating Trans. Boat Marina

Balance Before Appropriation	\$	<u>-</u>
Balance After Appropriation	\$	<u>26,880.00</u>

DETAILED ANALYSIS OF NEED(S): Appropriate from Municipal Waterways Improvement & Maintenance
Fund to conduct a Engineering, Marketing and Location Feasibility
Assessment for a Floating Breakwater Transient Boat Marina.

APPROVALS: *[Signature]*

DEPT. HEAD: *[Signature]* DATE: 1/22/13

ADMINISTRATION: *[Signature]* DATE: 2/6/13

BUDGET & FINANCE: _____ DATE: _____

CITY COUNCIL: _____ DATE: _____

December 4, 2012
Revised January 8, 2013; Revised January 17, 2013

Mr. James Caulkett
Gloucester Harbormaster
19 Harbor Loop
Gloucester, MA 01930

Re: Site Evaluations for Potential Marina Locations: Engineering and Marketing Feasibility Assessment for a Floating Breakwater Marina, City of Gloucester, MA

Ref: 1) Scope of Services dated September 2012 "Engineering and Marketing Feasibility For A 450' Floating Breakwater Marina, City of Gloucester, MA" provided to CLE by J. Caulkett

2) Gloucester Inner Harbor – Mooring Optimization / Regrid Project by CLE Engineering, Inc.

3) Results of "Ad Hoc Transient Vessel Access Committee Transient Vessel Survey" provided by J. Caulkett

4) Information provided by Phil Cusumano, Waterways Board member including the following:

- i. Proposed layout and general location of floating breakwater marina
- ii. Draft of Year 1 Revenue
- iii. Hourly Rate Sheet for Breakwater Marina
- iv. Power Point presentation – Gloucester Municipal Transient Marina
- v. Preliminary Cost estimate for Gloucester Municipal Marina
- vi. News article and comments "Floating a Boating Plan" dated October 6, 2011
- vii. Eaton Electrical Design dated 10/27/11
- viii. Profloat emails on or about November 2011
- ix. SF Marina Systems cost proposal from Mason Sears dated on or about June 2011
- x. Marinetek Proposal Dated October 18, 2011
- xi. Email from Boston Towing re: mooring and utility costs
- xii. City of Gloucester Harbor Plan and Designated Port Area Master Plan, approved December 11, 2009

Dear Mr. Caulkett,

As per your request, CLE Engineering, Inc. is pleased to submit this proposal for services related to the Engineering and Marketing Feasibility Assessment for a 450' Floating Breakwater Marina in Gloucester's Inner Harbor. As we discussed during our November 20th meeting, CLE proposes to team with FXM Associates for this project. FXM Associates is a consulting firm specializing in

economic planning and research. FXM has extensive experience with waterfront development and revitalization projects as well as specific experience in Gloucester with the Harbor Plan. This experience combined with CLE's involvement with the Inner Harbor Dredging (through DCR Waterways), miscellaneous private waterfront clients, and current mooring regrid project will provide the City with an experienced team that is well equipped to deliver a thorough assessment of the feasibility both from an engineering and economic/marketing perspective of the proposed project.

CLE has based this revised proposal on the scope provided as well as a review of existing information referenced above. *The revised scope includes a review of potential alternate locations for the proposed transient marina prior to proceeding with a detailed feasibility assessment for any of the sites. As such, CLE will initially review the alternate locations: County Landing, off the western shore of the park at the end of the Fort, and the southeast side of Ten Pound island which are outside of the Designated Port Area, to determine if suitable as an alternate to the Inner Harbor location.*

CLE understands that considerable research has been conducted on potential floating breakwaters, conceptual layouts have been developed, and preliminary cost estimates have been obtained. Within our proposed scope, CLE proposes to review and update this information and supplement with additional tasks as described below to develop the study on the engineering and economic/marketing feasibility for the proposed marina.

Scope of Services:

Potential Marina Locations:

- a) County Landing
- b) Off the western or southwestern shore of the park at the end of the Fort
- c) Floating Breakwater Marina in Inner Harbor (northeast of the Anchorage)

Assumptions for Floating Breakwater Marina:

- ✓ Maintain the existing federal anchorage as an anchorage without floats or moorings.
- ✓ The City is considering a proposed floating breakwater landing float with finger floats as depicted on the sketch provided in March 29, 2012 email. In general the proposed float layout is 450' long and 10' wide with 40' long finger piers; 50' long on either outside end face.
- ✓ A 60' fairway is to be maintained northeast of the finger floats, clear of mooring vessel swing areas.
- ✓ Floating dock system will be bottom anchored
- ✓ Water and electrical service is to be provide for each slip
- ✓ The utilities connections are proposed to be provided from the State Pier. Project will include installation of main service lines from the State Pier to the floating breakwater marina

- ✓ Floating dock system will remain in waterway year round with water service shut down during the off season

CLE proposes to work with you and the Waterways Board in consideration of the above criteria to develop the report of findings. As such, CLE proposes the following specific scope of services:

Task 1 – Initial Site Assessment for Three Proposed Marina Locations:

- a) CLE will evaluate the three proposed locations for the marina to serve transient boaters. The evaluation will be based on exposure (wind, fetch and waves) of the proposed sites as well as existing water depths, access from shore, availability of utilities, and regulatory requirements for permitting. CLE will render a professional opinion on the suitability of each site for a conceptual marina. This information will all be based on information obtained through public records including the Gloucester Harbor Plan and MA GIS and does not include any field surveys or resource assessments.
- b) CLE will meet with you and members of the Waterways Board to review findings and to select a preferred location as appropriate to proceed with the following tasks.

Task 2 – Engineering Feasibility Assessment, Cost Estimate and Evaluation of Permits Required:

CLE will proceed with a detailed feasibility assessment for the location selected by you and the Waterways Board at the conclusion of Task 1 as follows:

- a) CLE will review and update the information provided including potential floating breakwater suppliers, conceptual layout, projected revenues and preliminary cost estimates.
- b) Based on the findings of Task 1, CLE will evaluate longer term issues related to storm generated waves, and how they relate to maintenance and long term survivability of the breakwater system.
- c) CLE will review the proposed breakwater floating dock systems that have previously been provided to Phil Cusumano (Profloat, SF Marina Systems, and Marinetek). CLE will request cut sheets of proposed system for this location for general evaluation as to suitability for the site. CLE will also make additional contacts within the marine floating breakwater industry to evaluate potential available alternates and associated costs. CLE will also consider the effectiveness of the various systems with respect to long period wave attenuation and transmitted wave conditions. Most importantly, CLE will review the proven "track records" of these systems with respect to their demonstrated ability to reduce wave energy and perform long term in wave and weather climates similar to Gloucester Harbor.
- d) CLE will review the proposed anchoring system and evaluate suitability based on general assumptions for the substrate. This task does not include a design for the anchoring system, but will evaluate the concept in order to determine estimated costs for said system.
- e) CLE will determine the availability of electric and water to serve the marina. CLE understands that the intention is to tie into utility services at the State Pier for the floating marina system. As such, CLE will contact Claire King, Manager Gloucester State Pier, to confirm availability and details of existing services and potential connection points. This information will be used to obtain an updated utility construction cost.

- f) CLE will evaluate the details on requirements for ADA compliance for floating dock marina including criteria related to potential funding Boating Infrastructure Grant (BIG) Tier 2.
- g) CLE will prepare a list of required local, state and federal permits for the utilities and bottom anchored floating breakwater marina for inclusion in the report.
- h) Utilizing the information in the above tasks, CLE will develop a construction cost estimate for the project. Cost estimate will be broken down to include floating breakwater, finger piers, anchoring system, utilities, and shoreside connection (if applicable).
- i) CLE will develop a projected timeline for the permitting, potential funding, and construction of the project. This timeline will be based on anticipated durations for each phase and potential parallel tracking.
- j) Task 1 includes two (2) meetings for CLE with you and/or the Waterways Board as we proceed with the assessment.

Task 2 – Economic Assessment and Marketing Recommendations:

FXM Associates will prepare a conceptual pro forma of potential revenues and expenses associated with construction and operation of a marina in Gloucester Harbor (floating or shore connected depending on the outcome of Task 1). FXM's level-of-effort budget assumes that, at minimum, the following information will be provided to FXM by others:

- Number and size of slips to be constructed, included estimates of the number and size of vessels that can be accommodated at any given time.
- Estimated construction and operating costs for the proposed facility, including any ancillary services such as launch services
- Estimate of the total number of slips and moorings in Gloucester Harbor
- Estimate of the average daily occupancy of slips and moorings in Gloucester Harbor and length of season
- Estimate of the number of vessels by size on existing moorings and slips in Gloucester Harbor
- Estimate of the number of transient recreational vessels on an average day in season, by size and duration of stay
- Published rates (by lineal foot) for seasonal and transient slips and moorings by public and private providers of slips and moorings
- Current or anticipated terms for capital expense bonding or other assumptions for funding capital costs by the City of Gloucester or other funding source
- Names and contact information (telephone and email) of marina owners/operators in Gloucester Harbor

We recognize that some of the information requested above may not be readily available. FXM will contact marina owners and operators, the harbormaster, and selected other individuals for whom contact information is provided to obtain whatever relevant information is readily available. FXM will not, however, undertake any inventory effort to develop information that is not readily available and provided to it by CLE, the City of Gloucester, or private marina owners/operators. No more than 5 to 10 contact attempts via telephone are anticipated within the proposed level-of-effort budget.

CLE and FXM will prepare a preliminary management and maintenance plan for the marina. The management plan will be based on review with you and the Waterways Board and is anticipated to include operating costs (actual if available or estimated based on typical marina operations) such as proposed staffing through existing or additional staff members, potential launch service, costs of annual maintenance and inspections, and utility services.

Based on the information obtained above, FXM will prepare a conceptual pro forma showing anticipated revenues and expenses associated with the proposed facility. The pro forma will show, based on actual estimated expenses or expense ratios typical of marina operations, average annual net operating income and the amount of debt that net operating income can be expected to support based on current bond terms available or anticipated by the City of Gloucester. CLE and FXM will also provide recommendations for marketing to realize expected cash flows. FXM will compare net revenues to the City of Gloucester from the floating marina to those that might be obtained from traditional moorings with a comparable use of harbor space

Task 3 – Written Report of Findings:

1. CLE and FXM will prepare a written report of findings for Tasks 1, 2 and 3.
2. CLE and FXM will present the report of findings to you and the Waterways Board and will receive comments and discuss any proposed revisions.
3. Based on input received during the meeting, CLE and FXM will finalize the Engineering and Marketing Feasibility Assessment and submit to the Waterways Board.

Proposed Cost = \$26,880

Proposed Cost is based on the following:

CLE Manhours:

Principal Engineer	26 hours @ \$150/hour =	\$3,900
Project Manager	72 hours @ \$135/hour =	\$9,720
Project Engineer	15 hours @ \$105 =	\$1,500
Administration Support	4 hours @ \$65 =	\$260
Reimbursable Expenses		<u>\$500</u>
		\$15,880

FXM = Estimated 50 man hours, not including meetings (see attached): \$10,000

Budget for FXM to attend one meeting in Gloucester \$1,000

Project Schedule:

CLE is available to commence work on this project within two weeks of authorization. Estimated project duration is 8 to 12 weeks for initial report of findings and final report completed within two weeks of receiving comments from you and the Waterways Board.

Conditions and Exclusions:

1. CLE proposes to contract directly with the City and provide FXM Associates' services as a subcontractor to CLE. FXM Associates fee is included in the proposed cost. Attached please find FXM's proposed Scope of Work and Budget for the project. These terms and conditions are incorporated into this proposal by reference.
2. CLE has included three (3) meetings with you and/or the Waterways Board and attendance of FXM at one meeting. Additional meetings will be considered outside this proposal scope.

3. CLE has included up to 4 hours for revisions based on comments received during the presentation of the written report of findings. Changes beyond the scope of this proposal will be considered an additional service. Revisions or changes requested by the client after the preparation of the final report will be billed on a time and material basis according to our fee schedule.
4. CLE has not included any field survey services, geotechnical evaluation or resource area assessments in this proposal. All depth information and suitability of substrate for anchor systems shall be based on existing NOAA and USACE information. If requested, CLE will provide a proposal for a bathymetric survey and geotechnical investigation of the area.
5. CLE has not included any design services for the marina, utilities or anchoring system. Conceptual designs and general recommendations will be provided; however, detailed designs for permitting and construction are outside the scope of this proposal.
6. CLE has not included any permitting required for the project. If requested, CLE will provide a proposal for permitting services.
7. Any and all work beyond the scope of work of this proposal shall be deemed extra and contracted for prior to commencement of such work.

Our quote is subject to acceptance within 30 days of the date of this proposal.

Payment: Billings will be on a bi-monthly basis for payment within 15 days subject to our general terms and conditions. If this contract is agreeable to you please sign and return the attached General Terms and Conditions along with this signed proposal. If the City operates on a purchase order system, please provide PO#.

CLE appreciates the opportunity to provide this proposal and looks forward to continuing to work with you on improving the usage of the Inner Harbor. Please feel free to contact me at (508) 748-0937 with any questions.

Yours truly,
CLE Engineering, Inc.



Susan E. Nilson, P.E.

Accepted

Date

cc: Tony Gross, Waterways Board
Cate Banks, Waterways Board
Phil Cusumano, Waterways Board
Sarah Garcia, City of Gloucester
John DeRuggeris, P.E. (CLE)
Michael Count, CLE
Frank Mahady (FXM)

A CONTRACT FOR PROFESSIONAL SERVICES: TERMS and CONDITIONS

1. The following Terms and Conditions form a contract for professional services. Said professional services are for a project generally described as Engineering and Economic Assessment Services and a proposal dated December 4, 2012 revised thru January 17, 2013.
2. In the following the term "CONSULTANT" shall mean "CLE ENGINEERING, INC." The term "CLIENT" shall mean "City of Gloucester Waterways Board". These general terms and conditions, upon execution, result in a contract between the CONSULTANT and the CLIENT.
3. Work will be performed upon receipt of written acceptance of the CONSULTANT's proposal (attached and herein integrated and made a part of this contract) and its terms and conditions. A retainer may be required and must be paid to facilitate work on behalf of the CLIENT. CONSULTANT may file preliminary lien notice(s) on parcels for which it may work.
4. Performance of the scope of work detailed in the proposal is contingent upon the absence of interruptions such as strikes, unsafe conditions, fires, accidents, wars, floods, earthquakes or other causes beyond the control of the CONSULTANT. Delays beyond the project schedule stated herein may render the rates and estimates quoted subject to change.
5. Estimated fees quoted in this proposal do not imply a maximum contract amount unless specified in detail in the text of the proposal. Additional work requested by the CLIENT may be accompanied by a written change order, or may be orally communicated to the CONSULTANT by the CLIENT and these additional costs may exceed the estimated fees set forth in the proposal. CLIENT expressly agrees to pay CONSULTANT for any and all additional work in accordance with the terms and conditions set forth herein.
6. CONSULTANT in the execution of its work may incur charges that are incidental to the work. This would include but may not be limited to filing fees, certified mailings, mileage, courier services, plans and copies, etc. and is additional to any fees stated within the CONSULTANTS proposal.
7. All invoices are due and payable no later than **15 days** after our invoice date, unless otherwise noted. The CLIENT must notify the CONSULTANT no later than 10 days after the CONSULTANT's invoice date for clarification, adjustments or any other dispute, which the CLIENT may present to the CONSULTANT. Absent a writing within the prescribed time frame set forth herein, by the CLIENT to the CONSULTANT addressing any disputed changes incurred, the CONSULTANT's invoice shall be deemed to have been accepted by the CLIENT on the invoice date. Late charges will accrue on delinquent accounts at the rate of 1 1/2 percent per month, 18 percent per annum or the maximum amount allowed under the jurisdiction in which the work is performed. Late charges will be calculated on the total aggregate unpaid balance at the end of each 30-day period for which an account is delinquent.
8. The CLIENT agrees to hold the CONSULTANT harmless from any "paid when paid" clauses or language, which it may be directly or indirectly bound to contractually. In no way is the CONSULTANT's payment to be conditioned beyond terms contained herein.
9. The CONSULTANT reserves the right to suspend and/or terminate services at any time on accounts that not paid within the terms of payment contained herein. Legal proceedings for the recovery of amounts owed CONSULTANT, or the initiation of lien or surety rights, may be instituted without notice on delinquent accounts. The CLIENT will solely be responsible for any and all costs or damages that may result from such suspension of or termination of services by CONSULTANT.
10. The CONSULTANT AND OR CLIENT may terminate for its convenience, performance of work under in whole or, from time to time, in part if EITHER determines that a termination is in their best interests. The terminating party shall effectively terminate by delivering to the other party a Notice of Termination specifying the extent of termination and the effective date. The CLIENT shall be obligated to pay the CONSULTANT for work in place and CLIENT agrees that CONSULTANTS responsibility regarding the subject contract shall be limited only to work in place and the CLIENT expressly waives any rights or claims against the CONSULTANT for consequential damages should this Agreement be terminated for what ever reason by the CONSULTANT for its convenience.
11. In the event that collection activity or any legal action by the CONSULTANT becomes necessary to secure payment for services rendered, including all collection activities, the CONSULTANT shall be entitled to the recovery of its staff and office costs and reasonable attorneys fees incurred as a result of such action.
12. The CLIENT, and the CONSULTANT, without invalidating this agreement, may request changes in the scope of work detailed in this proposal. All such changes are subject to the approval of the CLIENT and the CONSULTANT. An appropriate adjustment to CONSULTANT's fee basis and fee calculation will be made, and should be agreed to by the CLIENT before the changes to the scope of work will be performed. The scope of work is generally defined in the text of the proposal and is herein made a part of these general terms and conditions.
13. The CLIENT agrees to indemnify and hold harmless the CONSULTANT, its agents, employees, instrumentalities and sub-contractors to any third party, for claims arising out of, or related to performance of services by the CONSULTANT or others working on its behalf under this agreement. CLIENT further agrees that CONSULTANT'S total liability to CLIENT arising under this agreement or in tort shall not exceed the total fee for services rendered under this agreement. CLIENT specifically agrees that it will not seek consequential or expectancy damages against CONSULTANT and that it will bear all risk associated with the work hereunder except as described above: Nothing contained in this agreement shall be deemed to be an assumption by the CONSULTANT of any liability for acts or omissions of any party to this agreement or their subcontractors.
14. Neither the CLIENT nor the CONSULTANT shall release, or cause or allow the release of, information concerning this agreement, without the prior written permission of the other party.
15. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this agreement shall be valid and binding on the CLIENT and CONSULTANT. These terms and

conditions form a contract between the CONSULTANT and the CLIENT, and as such may not be assigned without the expressed written consent of both parties. It is agreed that the jurisdiction of this agreement and the venue of disputes among the parties shall be the **COMMONWEALTH OF MASSACHUSETTS** in a court with competent jurisdiction therein.

16. Any and all notices or other communications required or permitted to be given under any provisions of this Agreement shall be in writing and shall be deemed to have been duly given (i) if personally delivered, or, (ii) when delivered by first class registered mail, return receipt requested, addressed to the parties at the addresses set forth below, three (3) days after mailing. If to CONSULTANT, 15 Creek Road, Marion, MA 02738. If to CLIENT, 19 Harbor Loop, Gloucester, MA 01930. Any party may by notice to the other party, given as aforementioned, change its address for notification purposes.
17. This Agreement supersedes any and all agreements; either oral or written, between the parties hereto with respect to the rendering of the Basic Services and any authorized Additional Services by CONSULTANT for CLIENT. It contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein, and that any other agreement, statement, or promise not contained in this Agreement is null and void.
18. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the arbitrator or court whichever is applicable in the same action or in a separate action brought for that purpose, in addition to any other relief to which a party may be entitled.
19. This Agreement is to be governed by the laws of the **Commonwealth of Massachusetts**.
20. Neither CONSULTANT nor CLIENT shall assign, sublet or transfer any rights under or interest of this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
21. The CONSULTANT does not warrant, either expressly or by implication that the CLIENTS project or tasks for which the CONSULTANT has been engaged by CLIENT, will be approved by ANY regulatory body or agency. Findings reached by the CONSULTANT may not benefit the CLIENT or the CLIENTS project. Regardless of outcome or findings by CONSULTANT, the CLIENT shall pay to CONSULTANT for any and all services provided to date in accordance with the terms and conditions set forth herein. As set forth herein the CLIENT may terminate for its convenience this agreement with CONSULTANT provided any and all fees incurred to date are paid in full to CONSULTANT.
22. This Agreement represents and constitutes the entire Agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes any and all previous agreements between the parties, whether written or oral, with respect to such subject matter. All negotiations, representations, warranties and agreements made between the parties are merged herein and the making, execution, and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties, or agreements that are not expressed fully herein. Neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to the subject matter of this Agreement unless expressly provided in this Agreement. No term or provision of this Agreement may be varied or modified by any prior or subsequent statement, conduct, or act of either of the parties, provided that the parties hereto may amend this Agreement by written instrument specifically referring to, and executed in the same manner as, this Agreement.
23. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors, and assigns (as the case may be), except as otherwise provided for herein. A corporate officer signing this document on behalf of CLIENT warrants and attests that he or she has full authority to sign and bind their respective organization.

I HAVE READ AND AGREE TO BE BOUND BY THE ATTACHED PROPOSAL AND THESE GENERAL TERMS AND CONDITIONS SET FORTH HEREIN:

DULY AUTHORIZED BY CLIENT AND ITS AGENT: _____ (print name) WHO IS TITLED: _____ (under the pains and penalty of perjury hereby certifies that he/she is duly authorized to bind the corporation, owner, partner, member or other applicable entity)

SIGNATURE _____ DATED _____

FOR CONSULTANT; CLE ENGINEERING, INC.

SIGNATURE _____ DATED _____ TITLE _____

End of Terms and Conditions Text